

AGREEMENT BETWEEN:

THE PEEL DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")

of the first part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 2544
(hereinafter referred to as "The Union")

of the second part

September 1, 2002 to August 31, 2003

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	Definitions	1
2	Purpose	3
3	Recognition	4
4	Board's Rights	5
5	Union Security	6
6	Grievance Procedure	7
7	Arbitration Procedure	10
8	Seniority	12
9	No Strike, No Lockout	17
10	Union Executive and Grievance Committee	18
11	Job Posting	19
12	Safety Provisions	22
13	Probationary Period	23
14	Leaves of Absence	24
15	Hours of Work	26
16	Sick Leave	28
17	Retirement Gratuity	29
18	Fringe Benefits	30
19	Vacations	31
20	Paid Holidays	33
21	Annual Increments	34
22	Wages	35
23	Termination	36
24	Miscellaneous Provisions	37
25	Part-Time Employee Additional Hours List	39
	Schedule "A" Custodial Services	41
	Schedule "A" Maintenance Services, Print Shop, Purchasing and Food Service Department	45
	Salary Schedule Notation	48
	Schedule "A" - Salary Schedule	49
	Schedule "B" - Grievance Form	52
	Appendix "A" - SEB Plan	55
	Letter of Intent - Administrative Transfers	57
	Letter of Intent - Re: School Painting	58
	Letters of Understanding 1. Inclement Weather	59
	2. Leaves Policy	
	3. Heating Season	
	Memorandum of Settlement - November 27, 1996	60

ARTICLE 1 - DEFINITIONS

- 1.01 "Board" means The Peel District School Board.
- 1.02 "Union" means the Canadian Union of Public Employees, and its Local 2544.
- 1.03 "Employee" means an employee of the Board included in the bargaining unit defined in paragraph 3.01.
- 1.04 Where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included unless specifically excluded.
- 1.05 "Regular hourly rate" means the applicable hourly rate set forth in the salary schedules contained in Schedule A to this agreement.
- 1.06 "Certificated tradespersons" means any tradesperson employed by the Board in the following capacities: carpenter, plumber, electrician, heating technician 1, heating technician 2, heating and pneumatic control technician, electronics technician, locksmith, painter, preventive maintenance mechanic, small engines mechanic, refrigeration mechanic, welder, and any further classification which the Board, after consultation with the Union, may from time to time wish to designate as certificated. Employees within these groups must hold certificates, licenses, etc., required by the Department of Labour, where applicable.
- 1.07 "Casual Employee" shall mean a person employed by the Board who is a member of the bargaining unit and does not work a regular number of assigned hours or days per week but works only when called in by the Board to do so and shall not permanently replace a Regular employee.

ARTICLE 1 - DEFINITIONS (Continued)

- 1.08 "Custodial Staff" and "Custodial Services" shall be deemed to include the classification of "School Attendant", but the term "Custodian" and "Head Custodian" shall be deemed not to include or refer to the classification of "School Attendant".
- 1.09 "Regular part-time employee" shall mean a person employed by the Board who is a member of the bargaining unit and works a regular number of assigned hours per week, which shall normally be less than 24 hours per week.
- 1.10 "Students" shall mean a student employed by the Board during the summer vacation period to perform custodial and maintenance duties. The following provisions of the collective agreement shall be the only provisions which apply to such students:
- Article 2 - Purpose
 - Article 3 - Recognition
 - Article 4 - Board's Rights
 - Article 5 - Union Security
 - Article 6 - Grievance Procedure
 - Article 7 - Arbitration Procedure
 - Article 9 - No Strike, No Lockout
 - Article 10 - Union Executive and Grievance Committee
 - Article 12 - Safety Provisions
 - Article 23 - Termination
 - Article 22 & Chart 1, Schedule "A" - Salary Schedule (Student Rate only)
 - Article 24.02, 24.04 and 24.05

ARTICLE 2 - PURPOSE

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

ARTICLE 3 - RECOGNITION

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

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

ARTICLE 4 - BOARD'S RIGHTS

4.01 The Union acknowledges that it is the right of the Board to:

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

ARTICLE 5 - UNION SECURITY

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

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

ARTICLE 6 - GRIEVANCE PROCEDURE

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

STEP 1

The Union will present the alleged grievance to the Department Supervisor in writing in a form such as that attached as Schedule "B" to this Agreement which shall include:

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

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

ARTICLE 6 - GRIEVANCE PROCEDURE (Continued)

6.01 STEP 2

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

The Co-ordinator of Employee Relations, or designate, shall convene a meeting with the appropriate Superintendent or designate, the grieving employee, and the Union Grievance Committee and such others as required within ten (10) working days following the presentation of the grievance. The decision, in writing, to the grieving employee and to the Chairperson of the Union Grievance Committee shall be rendered within ten (10) working days following the above meeting.

STEP 3

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

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

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

STEP 4

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

ARTICLE 6 - GRIEVANCE PROCEDURE (Continued)

- 6.02 Any of the time limits specified in the Grievance Procedure may be extended by the mutual agreement of the parties. Where no such agreement has been made or where the agreed extension has expired (a) the grieving employee, or in the case of a Union Grievance, the Union may proceed to the next step of the procedure if the appropriate Board Official exceeds the time allowed for him/her to act, or (b) the Board may consider the grievance abandoned if the grieving employee, or in the case of a Union Grievance, the Union exceeds the time allowed for him/her or the Union to act.
- 6.03 A complaint or grievance arising directly between the Board and the Union may be initiated by either party commencing with Step 2 within ten (10) working days of the occurrence complained of.
- 6.04 At any Step of the Grievance Procedure, the number of Union members will be restricted to a maximum of four (4) including the grievor, with the exception of Step 3 at which the number of union members will be restricted to a maximum of seven (7) including the grievor.
- 6.05 When any employee covered by this Agreement is called to the office to appear before the Manager of Custodial Services or Manager of Maintenance Services or other non-bargaining unit supervisors for the purpose of being disciplined or discharged, he/she shall have a member of the Union Executive with him/her.
- 6.06 The Board agrees to place copies of any disciplinary letters or documents in each employee's personnel file. A copy of the letter must be given to the employee and to the Union.

ARTICLE 7 - ARBITRATION PROCEDURE

- 7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application or administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable which has been properly carried to Step 3 of the grievance procedure outlined in Article 6 above and which has not been settled will be referred within thirty (30) working days to a Board of Arbitration at the request of either of the parties hereto.
- 7.02 The Board of Arbitration will be composed of one person appointed by the Board, one person appointed by the Union, and a third person to act as Chairperson chosen by the other two members of the Board of Arbitration.
- 7.03 No person shall be appointed as an arbitrator who has been involved in an attempt to settle the grievance or alleged violation.
- 7.04 Within ten (10) working days of the request by either party for a Board of Arbitration, each party shall notify the other of the name of its appointee.
- 7.05 Should the person chosen by the Board to act on the Board of Arbitration and the person chosen by the Union fail to agree on a third person within twenty (20) working days of notification mentioned in 7.04 above, the Minister of Labour of the Province of Ontario will be asked to nominate someone as an impartial Chairperson utilizing the services of the Labour Management Arbitration Commission.

ARTICLE 7 - ARBITRATION PROCEDURE (Continued)

- 7.06 The decision of the Board of Arbitration or a majority thereof constituted in the above manner shall be binding upon both parties. If there is no majority award, the award of the Chairperson shall govern.
- 7.07 The Board of Arbitration shall not make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of its existing provisions.
- 7.08 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it; and the parties will jointly bear the expenses of the proceedings including the Arbitration Chairperson.
- 7.09 Notwithstanding the above, the parties to this Agreement may mutually agree to the appointment of a single arbitrator rather than a Board of Arbitration.

If the parties do not agree to the appointment of a single arbitrator then the provisions of Article 7.02 shall apply.

ARTICLE 8 - SENIORITY

- 8.01 a) Seniority as referred to in this Agreement shall mean the length of continuous service in the employ of the Board or its predecessors, in a position now included in this bargaining unit or the bargaining unit represented by C.U.P.E. and its Local 1628. However, employees employed under the Local 1628 collective agreement shall have no seniority rights under this agreement unless and until they become employed in this bargaining unit.
- b) The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Board.
- c) Casual employees will not accrue seniority; however casual employees will receive preference over non-bargaining unit applicants when applying for regular positions.
- d) Notwithstanding the foregoing a casual employee who is subsequently hired as a regular employee, without any interruption of the employee's continuous service, shall be credited with seniority on the basis of the employee's most recent date of hire as a casual employee.
- 8.02 a) A newly hired person will be on probation and will not have any seniority standing until after he/she has worked for a total of six (6) months, provided the employee has worked a minimum of three hundred and ninety (390) hours. The employee will then be considered a permanent employee and the employee's seniority will date back six (6) months. Notwithstanding the provisions of Article 4.01 (d), the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 24.06 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance, except as noted above.

ARTICLE 8 - SENIORITY (Continued)

- 8.02 b) Notwithstanding 8.02 (a), where the Board is not satisfied that it wishes to retain a probationary employee beyond the end of the normal probationary period, but the Board has not decided to terminate the employee's employment immediately, the parties may agree in writing to an extension of the normal probationary period, pursuant to such terms and conditions as they consider reasonable in the circumstances. Such an extension agreement must normally include the employee's consent, unless the employee is not available or able to provide it at the relevant time.
- 8.03 Whenever, in the judgement of the Board, lay-offs of members of the bargaining unit will be required, the Board will notify the Union in writing, at least twenty-one (21) calendar days prior to the lay-offs involved, the number of personnel affected and any variations from normal seniority which will be required as the result of Article 8.05.
- 8.04 A seniority list, including all current members of the bargaining unit, listed in order of seniority, will be forwarded to each location on the first day of September and February each year during the Agreement.
- 8.05 In all cases of lay-off or recall from lay-off seniority will govern provided the employee has the ability and qualifications to perform the job.
- a) In cases of lay-off which include employees who have been trained in particular job functions which remain a Board requirement, such employees will not be laid off unless more senior members of the bargaining unit who would otherwise be laid off are fully capable of carrying out the functions of the job.
- b) In cases of recall where the work which becomes available is of a special nature, the most senior members of the bargaining unit on lay-off list capable of carrying out the special functions will be recalled.

ARTICLE 8 - SENIORITY (Continued)

- 8.06 In all cases under Article 8.05 or 8.07, a member of the bargaining unit replacing a less senior member, the individual "Bumping In" to the position, will be given ten (10) working days to familiarize himself/herself with the new job. This period is not to be deemed a training period. If after ten (10) working days the individual in the judgement of the Board is not capable of carrying out the duties of the position, he/she will be notified why he/she is so considered and will be laid off subject to recall in accordance with the recall procedure, when a suitable job which he/she is capable of performing is vacant and available.
- 8.07 Permanent employees who are laid off because of lack of work will be retained on the seniority list for a period equal to their seniority at the time of lay-off but in no event to exceed twenty-four (24) months. During that period, they will be subject to recall if suitable work becomes available which they are qualified to perform.
- 8.08 Recall to work shall be by registered letter or telegram addressed to the last address recorded by the employee with the Board. It shall be the duty of the employee to notify the Board promptly of any change of address. Should an employee fail to do this, the Board shall not be responsible for failure of a notice sent by registered mail to reach such employee. An employee who is recalled to work must signify his/her intention to return within five (5) working days after a notice of recall has been sent out and must return within a further ten (10) working days or forfeit his/her right to recall.
- 8.09 Seniority previously accumulated will be lost and the employee's service deemed terminated whenever an employee:
- a) voluntarily leaves the employ of the Board;
 - b) is discharged and not reinstated through the grievance or arbitration procedures;
 - c) is absent from work without permission and without a reasonable explanation in excess of three working days;
 - d) fails to return to work upon termination of an authorized leave of absence, unless excused by the Board, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - e) retires.

ARTICLE 8 - SENIORITY (Continued)

- 8.10 An employee who is or has been transferred from a position which is not part of the bargaining unit may be returned to the said bargaining unit by the Board and shall retain his/her full accumulated seniority. He/she may not, however, displace any employee as a result unless that employee is the most junior member of the bargaining unit. In such cases the provisions of Article 11.01, Job Posting, will not apply. It is understood that there will be no accumulation of seniority for services outside of the bargaining unit.
- 8.11 No employee shall be dismissed or have his/her hours reduced due to technological change.

Technological change

- 8.12 Subject to Article 8.11, the Board may make adjustment in the number and assignment of its employees as a result of technological changes and may make any such changes which are necessary to maintain efficient operations and optimal service to the public. In recognition of the impact that any such major changes may have upon employees and the concern of the parties regarding employees who may be affected, the following will apply.
- a) The employer undertakes to advise the Union as far in advance as feasible of any such changes which the Board has decided to introduce which will result in significant and immediate changes in the employment status of employees.
 - b) In providing such notice the Board shall advise the Union of the following information:
 - i) the nature of the change;
 - ii) the approximate date on which the employer proposes to effect the change;
 - iii) the approximate number classification and location of employees likely to be affected;

- iv) the effects the change may be expected to have on the employees' employment status.

ARTICLE 8 - SENIORITY (Continued)

Technological change (Continued)

- 8.12 c) Either the Union or the Employer may refer to the Joint Training Committee the issue of what, if any, training may be necessary as a result of the notice given by the Employer.

ARTICLE 9 - NO STRIKE, NO LOCKOUT

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

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

ARTICLE 10 - UNION EXECUTIVE AND GRIEVANCE COMMITTEE

- 10.01 The Board agrees to recognize not more than a total of twenty-four (24) members of the Union as members of the Union Executive and related Committees. The negotiating committee shall be composed of not more than ten (10) members.
- 10.02 a) It is understood that a member of the Union Executive or a committee member has his/her regular work to perform. If it is necessary to deal with matters arising out of this Agreement or to attend negotiations for a new Agreement during working hours he/she will not leave his/her work without first obtaining the written permission (in an emergency situation oral permission may be obtained with follow up written permission) of the Director of Human Resources, Negotiations and Support Staff Services or designate. The supervisor and applicable school official shall record the leaving and returning time of Union members absent on Union business. The Union will be responsible for reimbursing the Board for time off on Union business at the individual's applicable rates. No employee, other than those described in 10.01 shall engage in any Union activity during his/her regular working hours unless a request for approval for such activity from a member of the Union Executive has been received and approved in writing by the Director of Human Resources, Negotiations and Support Staff Services or designate. The Director of Human Resources, Negotiations and Support Staff Services will set out the terms and conditions of said permission in the written approval.
- b) Notwithstanding the above, the Union will not be responsible for reimbursing the Board for the first (1st) one hundred and twenty-five (125) days utilized per contract year.
- 10.03 The Union shall keep the Board informed of the names and areas of responsibility of its executive and committee members. The effective date of appointment shall be included in such notifications.

ARTICLE 11 - JOB POSTING

- 11.01 In the event new jobs are created or vacancies occur in jobs, the Board shall post such new jobs or vacancies for a period of five (5) working days in order to allow employees to apply in writing, before outside applications are invited. When, in the judgement of the Board, the ability and qualifications are equal, then seniority will be the determining factor. No outside advertisements shall be placed until present employees have had an opportunity to apply. If the Board chooses to fill the vacancy, the Board shall, if possible, make posting awards within twenty (20) working days of the closing date of the posting.
- 11.02 Employees shall be given five (5) working days notice regarding permanent transfers to other locations.
- 11.03 a) The Employer may hire personnel on a temporary or casual basis for special projects and during periods of heavy workload and in cases of emergency, for a period of not more than 90 calendar days in any 12 month period and such personnel shall not thereby become permanent or probationary employees and are not covered by any of the terms and conditions of this Agreement save for the rates of pay in Schedule A. In the event any such temporary or casual employee is later hired by the Employer on a permanent basis, the employee shall acquire seniority as provided in Article 8. It is the intention of the parties that no employee who has acquired seniority under this Agreement and who is shown on a seniority list will be laid off work by reason of the employer hiring personnel under this Article. The time periods provided for herein may be extended by mutual agreement between the Employer and the Union.
- b) In case of an employee who is on a pregnancy or parental leave of absence, the Union agrees to waive 90 calendar days in Article (a) for the duration of the leave.

ARTICLE 11 - JOB POSTING (Continued)

- 11.03 c) When a casual employee is hired as a replacement for a regular employee who is off work on a long-term illness, supported by a Doctor's certificate indicating the period of absence is likely to be in excess of 90 days or extended leave of absence in excess of 90 days, the 90 calendar day period will not apply for such periods of absence of up to 12 months duration. In such circumstances the casual employee may only fill the position for which the casual employee was originally hired. The Union will be informed of all such hirings.
- 11.04 Job Posting Applications are to be received by the Human Resources Services Department.
- 11.05 All notices of vacancies or new jobs inviting applications shall be posted in each location and shall be numbered sequentially.
- 11.06 Each job posting must include the following information if relevant:
- a) classification;
 - b) name and location;
 - c) category of school;
 - d) square footage of school;
 - e) qualifications - such qualifications shall not be established in an arbitrary or discriminatory manner.
- 11.07 An employee who has been successful in a job competition must remain in the position for a 12-month period before applying for another position, unless he/she has approval of the Department Supervisor.
- Notwithstanding the above, the employee may apply for a position in a lower or higher classification.
- 11.08 The Board shall notify in writing each employee who has made an application for a job posting in accordance with this Article and who is unsuccessful, indicating the name of the successful candidate. The Board shall post notices at each location on a monthly basis, announcing the names of successful applicants for job postings.

ARTICLE 11 - JOB POSTING (Continued)

- 11.09 Where there are extenuating circumstances, an employee may phone Human Resources prior to the close of a job posting and submit the written application within twenty-four (24) hours.
- 11.10 Prior to invoking the provisions of Article 11.03, the Board will offer such work to qualified part-time employees in accordance with Article 25.01, so long as it does not result in a part-time employee working in excess of twenty-four (24) hours in a week.

ARTICLE 12 - SAFETY PROVISIONS

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

ARTICLE 13 - PROBATIONARY PERIOD

- 13.01 A newly hired person is considered to be on probation for a period of six (6) calendar months after the date of assuming his/her position with the Board, provided the employee has worked a minimum of three hundred and ninety (390) hours. During this period he/she is eligible to be a member of the Union. Notwithstanding the provisions of Article 4.01 (d), the Union acknowledges that it is the right of the Board to demote, suspend with or without pay, discharge or otherwise discipline a probationary employee for any reason at the sole discretion of the Board subject to Article 24.06 and the right of a probationary employee to grieve any discipline or discharge for strike or lockout related misconduct. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance, except as noted above.
- 13.02 Notwithstanding 13.01, where the Board is not satisfied that it wishes to retain a probationary employee beyond the end of the normal probationary period, but the Board has not decided to terminate the employee's employment immediately, the parties may agree in writing to an extension of the normal probationary period, pursuant to such terms and conditions as they consider reasonable in the circumstances. Such an extension agreement must normally include the employee's consent, unless the employee is not available or able to provide it at the relevant time.

ARTICLE 14 - LEAVES OF ABSENCE

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

14.02 Union Leaves of Absence

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

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

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

ARTICLE 14 - LEAVES OF ABSENCE (Continued)

14.04 a) An employee granted a Pregnancy Leave or Parental Leave in accordance with the provisions of the Employment Standards Act pursuant to the Board's Leaves Policy, which commences on or after July 1, 1992 shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved supplementary benefit plan for the 2 week waiting period under E.I.C. at a weekly rate equal to 60% of the employee's weekly insurable earnings under E.I.C., provided that the employee

- i) is eligible for pregnancy or parental leave benefits under E.I.C. laws and regulations; and
- ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C.
(As further clarification, the weekly supplementary benefit for the 2 week waiting period shall be equal to the weekly benefit received by the employee from E.I.C. during such leave.)

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

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

ARTICLE 15 - HOURS OF WORK

15.01 Hours of work for full-time custodial staff normally shall be eight (8) hours per day, forty (40) hours per week, Monday to Friday. For the term of this Collective Agreement, for full-time custodial staff, a day shift shall normally commence between 6:30 a.m. and 7:30 a.m. and an afternoon shift shall normally commence between 3:00 p.m. and 3:30 p.m., but the Board may schedule shifts to start at other times in accordance with the provisions of Article 15.02.

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

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

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

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

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

During the Christmas, March and Summer breaks, the normal hours of work for full and regular part-time employees shall be scheduled between 7:00 a.m. and 5:00 p.m., Monday to Friday, except at locations where evening activities are held in which case hours may be scheduled later than 5:00 p.m. and all hours worked after 6:30 p.m. shall be paid at time and one-half the employee's regular hourly rate.

ARTICLE 15 - HOURS OF WORK (Continued)

- 15.02 It is understood that the Board will prepare a regular schedule of hours to be worked by employees. Where changes in that schedule are necessary involving three (3) or more employees the Board will provide the employee and the President of the Union with at least seven (7) calendar days advance notice. However, in the case of emergency there shall be no obligation on the part of the Board to give such notice.
- 15.03 All employees are expected, as a condition of their employment, to work in excess of their regular hours on request. The Board will endeavour to give forty-eight (48) hours notice except where emergency conditions exist. Employees required to carry out such work will be expected to do so unless they can demonstrate urgent personal reasons why they cannot.
- 15.04 a) A School Attendant who is regularly scheduled to work but is unable to do so is required to call in to their Facilities Manager's Office by 10:00 a.m. on the day in question giving the reason for the absence.
- b) The Board shall endeavour to notify casual employees before 1:00 p.m. on the day in question, if they are required to fill in for an absent employee.

ARTICLE 16 - SICK LEAVE

- 16.01 Employees will be entitled to accumulate sick leave at the rate of two (2) days per month of service. At no time, however, shall such sick leave exceed the maximum accumulation of 320 days.
- 16.02 For absence in excess of five (5) consecutive working days, the employee shall provide medical evidence verifying the illness. The Board may require an employee to produce a medical certificate as proof of illness of any duration. Such request must normally be made prior to the employee's return to work.
- 16.03 An employee shall notify his/her immediate supervisor as soon as possible or as outlined in his/her departmental directives, of any illness or other reason which will prevent him/her from performing his/her duties.
- 16.04 In the case of injury which is covered by the Workplace Safety and Insurance Board, employees will be paid their wages in full by the Board up to a maximum of nine (9) months from the time of the injury and the Board will receive compensation for wages awarded by the Workplace Safety and Insurance Board.
- 16.05 Where an employee has used all of his/her accumulated sick leave, no further sick leave may be accumulated until the employee returns to active employment.

ARTICLE 17 - RETIREMENT GRATUITY

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

ARTICLE 18 - FRINGE BENEFITS

- 18.01 The Board agrees to contribute 100% of the prevailing premium rates for O.H.I.P., Extended Health Benefits (including vision and hearing), Group Life Insurance and Dental Plan.
- 18.02 Board contributions for regular part-time employees (i.e. excluding casual employees) will be pro-rated in proportion to the number of hours worked except for employees whose normal hours of work per week are thirty-five (35) hours or more.
- 18.03 Upon retirement from the Board, an employee with 10 or more years of continuous service with the Board or its predecessors may elect to continue to participate in any Fringe Benefit Plans in which he/she is enrolled, until the employee reaches the age of sixty-five (65). The retired employee shall assume the full cost of the premiums for such plans.
- 18.04 The Board shall administer a Long Term Disability Plan provided that:
- a) any such plan conforms to the requirements of the Board's insurer;
 - b) the necessary level of employee participation is ensured;
 - c) the employees assume 100% of the premium cost, which shall include an administration fee of not more than 5% of the premiums, which shall be paid to the Board.
- 18.05 Effective July 1, 1989 the Board shall pay 100% of the premium cost of any plan under Article 18 in which the employee participates, excluding Long Term Disability, during the statutory period of an approved Pregnancy or Parental Leave.

ARTICLE 19 - VACATIONS

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

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

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

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

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

ARTICLE 19 - VACATIONS (Continued)

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

ARTICLE 20 - PAID HOLIDAYS

20.01 The paid holidays recognized by the Board are undernoted:

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

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

ARTICLE 21 - ANNUAL INCREMENTS

- 21.01 With the exception of preventive maintenance mechanics, new employees on completion of six (6) months service from starting date, will be brought to one half (1/2) of the maximum of salary range, and on completion of one (1) year service from starting date, will be brought to maximum of salary range.
- 21.02 The Preventive Maintenance Training Program will be of three (3) years' duration. Each participant will progress from minimum to maximum salary in three (3) yearly increments each equal to one third (1/3) of the difference between minimum and maximum salary. These increments will only be allowed if the participant has been successful in all required classroom training and related examinations and in the opinion of the Manager of Custodial Services has progressed favourably within the training program. Increments will be applied on each participant's anniversary of joining the program. One half (1/2) of the increment will be considered applicable to the classroom training and related examinations, the other one half (1/2) to job experience and progress.
- 21.03 Any tradespersons who are required to take compulsory courses in order to maintain their present licenses shall be permitted paid leave for time spent at the course if held during normal working hours. Compensation for tuition and material will be given in all cases.

ARTICLE 22 - WAGES

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

22.02 The direct deposit payroll method will apply to bargaining unit employees.

ARTICLE 23 - TERMINATION

- 23.01 This Agreement shall continue in effect from September 1, 2002 to August 31, 2003 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 23.02 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification of amendment as provided in the preceding paragraph or any longer period which may be mutually suitable.

ARTICLE 24 - MISCELLANEOUS PROVISIONS

- 24.01 Copies of the new Agreement in a mutually agreed format shall be issued to all employees. New employees shall be given a copy of the contract on their date of hire by the Board. The cost of printing will be shared equally by the Board and the Union.
- 24.02 A Labour Management Committee shall meet not less than twice per year or more frequently if requested by either party; but not more than once per month. The Committee shall attempt to solve problems arising during the term of the Agreement.
- 24.03 There shall be a training committee consisting of six (6) representatives of the Board and six (6) representatives of the Union. The mandate of the training committee shall be to review the needs of the employees and the Board with respect to the training of bargaining unit members. The committee shall make recommendations to the Board. The committee shall have such resources and assistance as may be agreed to be necessary. It shall meet every two months or as otherwise mutually agreed. Without limiting the generality of the foregoing, the committee's mandate shall include the development of the annual Professional Development Programme for bargaining unit employees.
- 24.04 The Board shall notify the Union of all promotions, demotions, hirings, transfers, recalls, resignations, retirements, deaths or other terminations of employment, provided however, that failure by the Board to do so shall not nullify or affect the validity of any such Board action.
- 24.05 The Union shall be provided semi-annually or as mutually agreed, with a mailing list of Union members' addresses and names, excluding those of any such members who have not given the Board permission to distribute such information.
- 24.06 Neither the Board, the Union nor the employees shall discriminate against any employee in his or her employment, because of race, creed, colour, national origin, religion, age, sex, or disability, as those terms are defined by the Ontario Human Rights Code, nor by reason of membership or non-membership in a union.

ARTICLE 24 - MISCELLANEOUS PROVISIONS (Continued)

24.07 Personnel Files

An employee shall have reasonable access to review his/her personnel file, in the presence of an appropriate member of the Human Resources Department.

An employee may make a copy of any material contained in his/her personnel file.

An employee may request the removal of documents of a disciplinary nature from his/her personnel file. Such request shall be made in writing to the Director of Human Resources, Negotiations and Support Staff Services who shall review the request and render a decision in his or her sole discretion.

ARTICLE 25 - PART-TIME EMPLOYEE ADDITIONAL HOURS LIST

- 25.01 The Board shall maintain a "Part-Time Employee Additional Hours List". The said List shall contain the names of those employees in the bargaining unit who regularly work less than twenty-four (24) hours per week and who indicate in writing to the Director of Human Resources, Negotiations and Support Staff Services or designate their desire to work additional hours. The List shall include the employee's name, telephone number, classification and present location. The List shall also indicate the job classification(s) which the employee is trained and qualified to perform.
- 25.02 Any eligible employee who makes a request in accordance with paragraph 25.01 shall be included on the said List in order of seniority. Employees whose seniority dates are the same shall be listed in alphabetical order.
- 25.03 At the time an employee requests inclusion on the said List, the employee must select, from amongst the geographic areas designated as available by the Board, one or more geographic areas within which the employee wishes to accept additional assignments. Such employees shall then be placed on the sub-list for such designated geographic areas. Notwithstanding the employee's selection of a particular geographic area or areas, the Board may request an employee to work in another geographic area if required. Refusal to accept assignments outside the employee's designated geographic area will not jeopardize placement on the List.
- 25.04 It is the responsibility of each employee to notify the Director of Human Resources, Negotiations and Support Staff Services or designate, in writing, of any change of address or change of telephone number needed to contact the employee regarding additional assignments.

ARTICLE 25 - PART-TIME EMPLOYEE ADDITIONAL HOURS LIST (Continued)

- 25.05 a) An employee whose name has been included on the said List and who does not accept any additional hours assignment for a period of one (1) complete contract year, shall be deemed to be removed from the List.
- b) An employee who is included on the said List and who, because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for assignment, shall be retained on the List in an inactive status during the period of such unavailability for the remainder of the contract year, provided that such employee must make himself/herself available for assignments during the contract year following the commencement of the period of unavailability in order to be retained on the List. An employee becoming unavailable for such reasons shall inform the appropriate office in the Human Resources Services Department of the date of commencement of, and return from, the period of unavailability.
- c) On or about November 1st of each year the Board shall provide the Union with a copy of the said List currently in effect. It is understood and agreed that the addresses and telephone numbers of any employees on the List who object to the release of such information shall be deleted from the copy of the List provided to the Union. Additions and deletions to/from the List will be provided to the Union on a monthly basis.
- 25.06 It is understood that paragraph (g) of Schedule "A" applies fully in the event of temporary assignments in a higher category.
- 25.07 It is understood that the foregoing procedure does not diminish the Board's right to accommodate temporary vacancies or absences through other methods, consistent with the Collective Agreement.

SCHEDULE "A" - CUSTODIAL SERVICES DEPARTMENT

- a) Annual Salary - see attached Chart "1".
- b) Overtime (Board Operation)
- i) Authorized overtime in excess of eight (8) hours per day will be paid at the rate of one and one half (1-1/2) times the employee's regular hourly rate.
- Work performed on Sundays and Statutory holidays will be paid at the rate of two (2) times the employee's regular hourly rate.
- ii) An employee called in to work outside his/her scheduled shift without previous notice shall be paid for a minimum of two (2) hours at the appropriate overtime rate.
- iii) All work performed after 4:30 p.m. on the day before Christmas and the day before New Years will be paid at twice the regular rate.
- c) Floor Cleaning Allowance
- In certain public schools designated by the Manager of Custodial Services, Custodians will receive an annual allowance of \$59.38 per classroom for maintaining floors as required by the Manager of Custodial Services. Gymnasium floors in a public school will be regarded as equivalent to two classrooms. This allowance shall be paid in three equal installments in the first pay in January, April and June.
- d) Summer Playground Allowance
- An allowance of \$30 per week will be paid to a Custodian who looks after a Recreation Summer Playground held at his/her school whether for part or full day.

SCHEDULE "A" - CUSTODIAL SERVICES DEPARTMENT (Continued)

e) Promotion

Any employee appointed to a higher category, upon satisfactory completion of a trial period of sixty (60) calendar days, is to be confirmed in that appointment. In the event that an employee is absent during the trial period, the trial period will be extended by the period of such absence and the employee and the Union will be notified.

f) Allowance Paid on Appointment to Higher Category

When an employee is appointed to a higher category he/she shall receive the maximum salary of that category immediately upon his/her appointment, including during the trial period referred to in clause (e). When an employee is demoted from one category to another, his/her salary will be reduced to the maximum of his/her new category.

g) Acting Positions

If an employee is temporarily appointed to a higher category, he/she shall be paid at the rate of that category commencing with the first day. Acting appointments may not be made as a direct result of absence due to vacation during the summer vacation period.

h) Uniforms

Upon employment, an employee shall receive a full set of uniforms, i.e. 2 shirts, 2 pairs of trousers, 1 tie, 1 windbreaker and 1 blazer. After one (1) year of service employees may request uniform replacements to a maximum of \$219 per year plus sales tax. The annual uniform replacement allowance may be used to purchase safety apparel (glasses, shoes, snowsuits and smocks).

School Attendant shall receive an allowance of \$110 per year.

Appropriate uniforms, once supplied, must be worn at all times during regular and overtime working hours, except with the approval of the employee's supervisor. Such approval shall not be unreasonably withheld.

SCHEDULE "A" - CUSTODIAL SERVICES DEPARTMENT (Continued)

i) Split Shift Allowance

1. The Board agrees to pay monthly (commencing in September) over a ten (10) month period, a mileage allowance to Head Custodians who are on a split shift. The allowance will be \$70.90 per month to a maximum of \$709.00 per year. All claims for this allowance must be made on the appropriate claims form.
2. A split shift Head Custodian shall be one who has a break of two (2) hours or more between the first part of his/her shift. The complete shift, however, must be completed within ten and one half (10-1/2) hours from starting time.

j) Shift Premium

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

k) Compensating Time in Lieu of Overtime

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

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

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

SCHEDULE "A" - CUSTODIAL SERVICES DEPARTMENT (Continued)

l) In-School Replacements

Subject to the provisions of paragraph (g) of Schedule "A" of the Collective Agreement, the following procedure shall be used to provide opportunities for the use of School Attendants, on an as needed basis, to perform temporary assignments in a higher category:

- i) School Attendants will be canvassed, through a posting, with respect to their interest in performing temporary assignments as full-time Custodians.
- ii) Qualified applicants would be placed in a pool called "Available for Temporary Assignment Pool".
- iii) When the Board determines that it requires a person in this Pool for a temporary assignment as a Custodian, preference will be given to the most senior school attendant in the Pool who normally works in the school in which the assignment arises.
- iv) It is understood that the foregoing procedure does not diminish the Board's right to accommodate temporary vacancies or absences in Custodian positions through other methods, consistent with the collective agreement.

SCHEDULE "A" - MAINTENANCE SERVICES, PRINT SHOP,
PURCHASING & FOOD SERVICE DEPARTMENT

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

b) Apprentices - Annual Salary

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

c) Overtime

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

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

ii) An employee called in to work outside his/her scheduled shift without previous notice shall be paid for a minimum of two (2) hours at the appropriate overtime rate. Notwithstanding the above, call in pay will not apply if an employee is called in one (1) hour or less prior to the beginning of his/her scheduled shift.

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

SCHEDULE "A" - MAINTENANCE SERVICES, PRINT SHOP,
PURCHASING & FOOD SERVICE DEPARTMENT (Continued)

d) Uniforms

Upon employment, Maintenance Department employees will be supplied with:

2 pairs of trousers, 1 nylon storm coat, 1 windbreaker, 1 tie, 2 shirts, 1 hat and 2 sets of coveralls.

After one (1) year of service, employees may request uniform replacements to a maximum of \$238 per year plus sales tax. Tradespersons are required to report for work dressed in the approved uniform clothing and are responsible for any expenditure over and above the annual uniform replacement allowance required to maintain this clothing. The annual uniform replacement allowance may be used to purchase safety apparel (glasses, shoes, snowsuits, etc.).

For Printing and Stores Department staff, the uniform replacement allowance will be \$219 per year and coveralls will not be provided. Food Service Assistants will receive an allowance of \$119 per year for uniforms.

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

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

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

A safety footwear replacement allowance of \$125 per year will be included in the uniform replacement allowance for these employees, or for any other employees who in the future are required to wear safety footwear by the Ministry of Labour or the Board.

SCHEDULE "A" - MAINTENANCE SERVICES, PRINT SHOP,
PURCHASING & FOOD SERVICE DEPARTMENT (Continued)

e) Allowance Paid on Appointment to Higher Category

When an employee is appointed to a higher category he/she shall receive the maximum salary of that category immediately upon his/her appointment, including the trial period referred to in clause (f) below. When an employee is demoted from one category to another, his/her salary will be reduced to the maximum of his/her new category.

f) Promotion

Any employee appointed to a higher category, upon satisfactory completion of a trial period of sixty (60) calendar days, is to be confirmed in that appointment. In the event that an employee is absent during the trial period, the trial period will be extended by the period of such absence and the employee and the Union will be notified.

g) Compensating Time in Lieu of Overtime

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

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

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

Salary Schedule Notation

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

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

Chart "1", Schedule "A"

THE PEEL DISTRICT SCHOOL BOARD
C.U.P.E. LOCAL 2544
SALARY SCHEDULE – SEPTEMBER 1, 2002

<u>JOB TITLE</u>	<u>MINIMUM</u>	<u>6 MONTH</u>	<u>MAXIMUM</u>
<u>CUSTODIAL SERVICES DEPARTMENT</u>			
Custodian	34,185 (657.40) 16.44	35,673 (686.02) 17.15	37,125 (713.94) 17.85
<u>Head Custodian</u>			
Category 01 less than 35,000 sq.ft.	35,302 (678.88) 16.97	37,442 (720.04) 18.00	39,580 (761.15) 19.03
Category 02 35,000 - 65,000 sq.ft.	36,252 (697.15) 17.43	38,395 (738.37) 18.46	40,544 (779.69) 19.49
Category 03 65,000 - 175,000 sq.ft.	37,297 (717.25) 17.93	39,671 (762.90) 19.07	42,012 (807.92) 20.20
Category 04 + 175,000 sq.ft.	38,914 (748.35) 18.71	41,333 (794.87) 19.87	43,718 (840.73) 21.02
<u>Building Supervisor</u>			
Category 01 130,000 - 175,000 sq.ft.	43,740 (841.15) 21.03	44,213 (850.25) 21.26	44,654 (858.73) 21.47
Category 02 + 175,000 sq.ft.	44,922 (863.88) 21.60	45,362 (872.35) 21.81	45,802 (880.81) 22.02
School Attendant	13.84	14.77	15.71
Student			9.87

Preventive Mtce. Mech. – Leadhand	42,243 (812.37) 20.31	45,187 (868.98) 21.72	48,125 (925.48) 23.14
Preventive Mtce. Mech.	40,444 (777.77) 19.44	43,387 (834.37) 20.86	46,296 (890.31) 22.26
Maintenance "A"	36,247 (697.06) 17.43	38,556 (741.46) 18.54	40,864 (785.85) 19.65
Gardener/ Transportation Worker	36,247 (697.06) 17.43	38,556 (741.46) 18.54	40,864 (785.85) 19.65
Maintenance Clerk	29,221 (561.94) 16.06	31,190 (599.81) 17.14	33,157 (637.63) 18.22
Storeperson Driver - I	35,345 (679.71) 16.99	37,595 (722.98) 18.07	39,845 (766.25) 19.16
Storeperson Driver - Leadhand	37,206 (715.50) 17.89	39,423 (758.13) 18.95	41,646 (800.88) 20.02
School Bus Driver	33,242 (639.27) 15.98	34,835 (669.90) 16.75	36,425 (700.48) 17.51
Electrician, Plumber, Refrigeration Mechanic AND Heating and Pneumatic Control Technician			56,773 (1091.79) 27.29
Landscape Gardener - Leadhand			42,606 (819.35) 20.48
Grounds and Transportation - Leadhand			43,055 (827.98) 20.70
Welder			52,627 (1012.06) 25.30
Heating Technician 1			52,607 (1011.67) 25.29
Heating Technician 2			47,796 (919.15)

				22.98
Painter			47,109 (905.94)	22.65
Carpenter, Locksmith and Plasterer Mason			52,607 (1011.67)	25.29
A.V. Repairperson 1			47,109 (905.94)	22.65
A.V. Repairperson 2			40,864 (785.85)	19.65
Chief A.V. Repair Technician			52,607 (1011.67)	25.29
Printer	36,335 (698.75)	37,807 (727.06)	39,245 (754.71)	
	17.47	18.18	18.87	
Bindery Person	29,885 (574.71)	31,292 (601.77)	32,676 (628.38)	
	14.37	15.04	15.71	
Intermediate Printer/ Bindery Person	33,094 (636.42)	34,535 (664.13)	35,974 (691.81)	
	15.91	16.60	17.30	
Food Service Assistant - Group Leader				17.01
Food Service Assistant				15.71

APPENDIX "A"

Supplemental Employment Benefit (SEB) Plan for the
Peel District School Board

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy or parental leaves in accordance with the provisions of the Employment Standards Act.
2. The following groups of employees are covered by the plan:

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

APPENDIX "A" (Continued)

7. The benefit level paid under this plan is set at a weekly rate equal to 60% of the employee's weekly insurable earnings under E.I.C. It is understood that in any week, the total amount of SEB, employment insurance gross benefits and any other earnings received by employees will not exceed 95% of the employee's normal weekly earnings.
8. The maximum number of weeks for which SEB is payable is for the two week waiting period.
9. Payments in respect of annual salary or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payment received under the SEB plan.
10. The duration of the plan is from September 1, 2002 until August 31, 2003.

LETTER OF INTENT

Letter of 1991 05 17 to T. Pelleja, President, C.U.P.E. Local 2544

Re: Administrative Transfers for C.U.P.E. Members

The current Collective Agreement contains the Letter of Intent which was agreed to by the Board and the Union regarding a process to be followed in situations where an Assistant Custodian and/or a Head Custodian is declared excess to a location.

It is the Board's proposal that, in order to provide consistency for all members of the bargaining unit, this process would be followed as closely as possible for the other members of the bargaining unit. We are therefore, suggesting that the wording of the Letter of Intent would be amended to read

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As agreed between the parties, in situations where a 2544 member is declared excess to a location, the following will apply:

1. When a 2544 staff member is declared excess to a location he/she will be given the opportunity to take a transfer to a full-time or part-time position depending on the employee's status at the time of being declared excess. The Board will make available to the individual the first 3 vacancies at or below the employee's job rate for which the employee is qualified.
2. If the individual accepts the transfer, the union agrees to waive the requirements for job posting under Article 11 of the collective agreement. The board will then implement the administrative transfer.
3. If the individual declines the transfer, the Board will place the individual in accordance with the Collective Agreement.

I trust you will find this satisfactory, however, I would be glad to discuss this further.

Signed by Lorna Raney, Manager of Employee Relations

Copies to D. Lawson, M. Fowler, L. Decaire, G. Whaley, D. Paton, and J. Amon.

Date: November 24, 1989

Memo to: Superintendents, Principals of Secondary Schools, Principals of Elementary Schools, Facilities Managers, Members of C.U.P.E. Local 2544

Re: School Painting

This is a reminder that a letter of intent was agreed to by The Peel District School Board and C.U.P.E. Local 2544 some years ago as follows:

LETTER OF INTENT

It is the Intent of the Board to advise Principals and Superintendents that major requirements for painting should be referred to the Facilities Managers.

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

Any further clarification you may need on this matter should be sought from the Facilities Managers.

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

Dave Weldon
Superintendent of Operations

Lyle Decaire
Superintendent of Plant

LETTERS OF UNDERSTANDING

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

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

3. During the heating season in schools with oil or gas fired boilers, if the Board requires a custodian and/or maintenance employee to perform work on a Saturday, Sunday or a statutory holiday, the Board will call in a custodian and/or maintenance employee in accordance with the provisions of Schedule "A" - Custodial Services Department (b)(i) and/or (ii) and/or the provisions of Schedule "A" - Maintenance Services, Print Shop, Purchasing & Food Service Department (c)(i) and/or (ii) as may be applicable.

MEMORANDUM OF SETTLEMENT
BETWEEN
THE PEEL BOARD OF EDUCATION (BOARD)
AND
CUPE AND ITS LOCAL 2544 (UNION)

RE: GRIEVANCES 19-96, 21-96, 22-96, 23-96, 24-96, 62-96, 63-96, 65 to 71-96 inclusive and 76-96, and all other grievances by individual school attendants related to the issues in Grievance 21-96 (29 to 36-96 inclusive; 38 to 54-96 inclusive; and 56 to 57-96 inclusive).

At the request of arbitrator, Mr. Mitchnick, the parties entered into settlement discussions which resulted in this Memorandum of Settlement. The Board and Union hereby agree to settle the above-noted grievances on the following terms based on the facts to date:

If, in the future, the Board considers it necessary to effect a temporary layoff of custodial staff without a total shutdown, casuals shall be laid off first, and then any necessary temporary layoff of custodial staff shall be in reverse order of seniority. In consideration of this, it is understood that the Board shall have the necessary flexibility to temporarily transfer during this layoff any employee who is retained to ensure that the necessary tasks can be carried out in each location. In making the transfer decisions, the Board will take into account the availability of public and private transportation for the employee to be transferred but in no event will an employee be transferred beyond the municipality of the employee's home location or the adjacent municipality except by mutual consent.

Dated at Toronto this 27 day of November, 1996

Peter Torchia
Union

M.A. Fowler
Employer

INDEX

Administrative Transfers for CUPE Members	57
Annual Increments	34
Arbitration Procedure	10
Board's Rights	5
Custodial Services Department	41
Definitions	1
Fringe Benefits	30
Grievance Procedure	7
Hours of Work	26
Job Posting	19
Leaves of Absence	24
Maintenance Services, Print Shop, Purchasing & Food Services Department.....	45
Miscellaneous Provisions.....	37
No Strike, No Lockout.....	17
Paid Holidays.....	33
Part-time Employee Additional Hours List.....	39
Personnel Files.....	38
Probationary Period	23
Purpose.....	3
Recognition.....	4
Retirement Gratuity	29
Safety Provisions.....	22
Salary Schedule.....	49
SEB Plan.....	55
Seniority.....	12
Sick Leave.....	28
Termination	36
Union Executive and Grievance Committee.....	18
Union Security	6
Vacations	31
Wages.....	35