

# Collective Agreement

Between

Rainbow District School Board

and

**CUPE  
Local 895**

Custodial and maintenance staff

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## **ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the employees; to provide procedures 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.

- 1.01 It 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 Rainbow District School Board in the general fields of Custodial, Maintenance and Construction save and except Supervisor and persons above the rank of Supervisor.

### **3.02 Definitions**

- a) “Employee” shall mean an employee in the bargaining unit as described in Article 3.01
- b) “Permanent employee” shall mean an employee who has completed the probationary period outlined in Article 3.02(g) and is not a temporary or casual employee as defined herein.
- c) “Permanent full-time employee” shall mean any employee who is employed for more than 24 hours per week and who has completed his probationary period and has attained seniority rights in the bargaining unit as defined in Article 3.01.
- d) “Permanent part-time employee” shall mean any employee who is employed for not more than twenty-four (24) hours per week and has completed his probationary period and has attained seniority rights in the bargaining unit as defined in Article 3.01.

e) Temporary employees:

- (i) An employee's status changes from casual to temporary when the employee has relieved in one or more casual vacancies for a period of more than sixty-five (65) consecutive days of work.
- (ii) On the return to work of the permanent incumbent, the temporary employee shall revert to the status of casual employee.
- (iii) 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 layoff will be recalled to the temporary vacancy as a temporary employee.
- (iv) All temporary employees are excluded from the following articles unless otherwise provided:  
Articles 12, 13, 14, 15, 21, 24, 25, 26, 28, 31, Schedule A

f) "Casual employees" are defined as one of the following:

- (i) Employees hired for a definite term or task under a Federal or Provincial employment incentive plan, OR
- (ii) Any student who is hired as a summer employee for a definite term or task, OR
- (iii) 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
- (iv) 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.
- (v) All casual employees are excluded from:  
Articles 12, 13, 14, 15, 21, 24, 25, 26, 27, 28, 30, 31,  
Schedule A

g) Probationary Employees

All permanent 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 Employer, the probationary employee and the Union, such probationary period may be extended. Where the Employer 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.

3.03 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 the this Collective Agreement.

3.04 Departments

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

- Custodial
- Maintenance

**ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 The Union acknowledges and agrees 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 the enterprises in which the Employer is engaged in all respects and in accordance with its obligations and without restricting the generality of the foregoing, the location and kinds of machines and tools to be used, the location and number of employees required from time to time, the qualifications of employees, the sub-contracting of work, the extension, limitation, curtailment or cessation of operations, the standards of performance for all employees, and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement;
- b) to hire, discharge for just cause, direct, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, subject to the use of the Grievance Procedure;
- c) to maintain order, discipline and efficiency; and make, enforce and alter from time to time rules and regulations to be observed by all employees, provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

**ARTICLE 5 – NO DISCRIMINATION**

5.01 There shall be no discrimination by the Employer, the Union, its officers or officials or any employee against any person on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, **sex**, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, religion, political affiliation or disability, in accordance with the Human Rights Code, and there shall be no intimidation, coercion or discrimination against any employee because of membership or non-membership in any lawful union, association or labour organization.



## **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. 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.

### **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*.

## **ARTICLE 7 – NO STRIKES OR LOCKOUTS**

### **7.01 There shall be no lock-out by the Employer. The Union and/or employees shall not cause, direct or consent to any strike, interruption work stoppage or any other individual or collective action or interference on the part of the employees during the terms of this Agreement or during the conciliation period when the provisions of the *Labour Relations Act* will prevail.**

- 7.02 In the event of a strike or lockout by another bargaining unit, the employees agree to make a reasonable effort to report for work. It is understood that where an employee has a concern in regards to his/her health and safety such employee shall not be required to cross the picket line and shall report to the Employer. The employee shall be entitled to request an unpaid leave of absence under Article 14 of the Collective Agreement.
- 7.03 Should there be any violation of Section 7.01 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.

### **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 (20<sup>th</sup>) 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 of Business/Chief Financial Officer 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 technology, or a process which is substantially different in nature or design than that previously in effect, retraining will be provided over a reasonable period of time.

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8.06 Contracting Out

It is agreed that for the term of this agreement there shall be no restriction on contracting out, by the Board of the work or services now performed by employees herein represented provided that no permanent employees in the bargaining unit will be laid off, or suffer a reduction in their regular daily or weekly hours of work except as otherwise provided herein, as a result of contracting out or as a result of persons outside the bargaining unit performing work of the bargaining unit.

8.07 Volunteers

No permanent employees will lose employment with the Employer as a result of the use of volunteers in the system during the term of this Agreement.

8.08 Special Meetings

Any representative of the Union or the bargaining committee who is in the employ of the Employer shall have the right to attend special meetings which have been approved by the Employer and that are held within working hours, without loss of remuneration provided the employee works the time lost at a time mutually agreeable with the Employer.

8.09 Workfare

No permanent employees will lose employment with the Employer during the term of this agreement as a result of work being performed under the auspices of an Ontario Works (workfare) or similar program.

8.10 No contract, written or oral shall be entered into between the Board or any of its designated representatives, and employees covered by this Agreement on matters relative to hours of work, wages and working conditions, promotions, demotions, or any other conditions affecting the welfare of the employees in general.

**ARTICLE 9 – UNION RESPONSIBILITIES**

9.01 A newly hired employee shall have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to twenty (20) 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 Employees who suffer from a work related injury will have representation from the Union when the Employer, employee or WSIB, meet formally to discuss reinstatement or modified work. This does not preclude the Employer from dealing directly with the injured employee to facilitate an early and safe return to work as required under the *Workplace Safety and Insurance Act*.

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 Definition

A grievance is defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Collective Agreement. It is the mutual desire of the parties that complaints or grievances shall be adjusted as promptly as possible. All complaints and/or grievances shall be dealt with in accordance with the following procedures.

10.02 Complaint Procedure

An employee's complaint may be taken up verbally by the employee affected with his/her immediate supervisor within five (5) 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 five (5) working days from the time the employee receives his/her pay. The immediate supervisor shall give an answer within five (5) working days.

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 fourteen (14) working days of the occurrence, or in the case of a wage grievance, fourteen (14) working days from

the time the employee receives his/her pay, and the immediate supervisor shall give a written answer within fourteen (14) 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 purpose of Step 1, "immediate supervisor" shall mean Supervisor – Level 1 or persons above the rank of Supervisor – Level 1, whichever is applicable.

#### 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 of Business/Chief Financial Officer or an appointee within five (5) 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 five (5) working days. If the reply of the Superintendent of Business/Chief Financial Officer is unacceptable to the Union, the matter may be submitted to Step 3 by notice in writing to the Director of Education.

#### Step 3

The Director of Education/Designate shall meet with the employee and the union representative(s) within ten (10) working days of receipt of the letter requesting Step 3. The Director of Education/Designate shall give a written answer within five (5) working days of the meeting. If the reply of the Director of Education/Designate is unacceptable to the Union, the matter may be submitted to arbitration by notice in writing to the Manager of Human Resources/Labour Relations within ten (10) working days of the receipt of the Step 3 reply. The procedures of Article 11 will then apply.

### 10.04 Employer or Union Grievance

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.

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 to arbitration, within ten (10) working days of the answer with notification to the Local Union President and a copy to the Recording Secretary.

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. If the employee fails to appear the meeting will proceed in the presence of a Union representative on the affected employee's behalf.
- c) Authority  
Discharge or discipline grievances may be settled by confirming the Employer's actions in dismissing or disciplining the employee or by reinstating the employee with full, partial or no compensation for time lost or by another 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

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.

#### 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 limits set out herein, will be considered complying with the time limits herein referred to. The working days between July 1 and August 31 will not count as a violation if the parties do not meet the stated time limits during this period.

#### 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 Arbitrable 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

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.

Notwithstanding the above, if the parties mutually agree, in writing, a single arbitrator may be selected 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 12 – SENIORITY**

#### 12.01 a) Application

Seniority is the principle of granting preference to employees for promotion, demotion, lay-off and recalling after lay-off in accordance with the length of employment with the Employer.

#### b) Definition of Seniority

Seniority under this provision is subject to approval of the Union and shall be defined as all accumulated years of service with the Employer 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. The temporary employee's date of hire for seniority will reflect the periods of replacement prior to permanent employment.

#### 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.

#### 12.02 a) Layoff

In the event of a reduction in the number of permanent employees or a reduction in the normal daily or weekly hours of work of one or more permanent full-time or permanent part-time employees, or a change in school square footage which results in a reclassification of the Elementary Custodian, subject to the provisions of 12.02(d), employees shall be laid off in reverse order to their bargaining unit seniority. Employees shall be recalled in the order of their seniority provided they are qualified and able to do the work. All cleaners may be laid off without regard to this Article during

July and August 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 permanent employees who are to **be** laid off a minimum of 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.

12.02 b) An employee who has his/her hours reduced or whose position is declared redundant will be given a minimum 30 calendar days notice of the effective date of the reduction and 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) displace another employee in accordance with the classifications listed in Schedule B and in accordance with the following process, provided that the employee can perform the duties of the classification within a period of orientation.
  - a) displace the least senior employee in the same classification with equivalent hours, in the same geographic area; then,
  - b) displace the least senior employee in the same classification with less hours in the same geographic area; or
  - c) displace the least senior employee in the same classification with equivalent hours in one of the other geographic areas; then,
  - d) displace the least senior employee in a lesser rated classification with equivalent hours in the same geographic area; then,
  - e) displace the least senior employee in a lesser rated classification with equivalent hours in one of the other geographic areas; or
  - f) displace the least senior employee in a lesser rated classification with less hours in the same area; then,
  - g) displace the least senior employee in a lesser rated classification with less hours in one of the other geographic areas.
- iv) An employee who is unable to displace a junior employee through the process outlined in (iii) shall be laid off.

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.



- v) For the purposes of this article the geographic areas shall be defined as the former Espanola, Manitoulin and Sudbury Boards of Education.

c) 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.

d) School Closing

- i) In the event of the closing 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) An employee who elects redeployment under 12.02(d) waives the right to exercise his/her rights under 12.02 and 12.04.
- iii) If an employee has a reduction in wage rate due to a reassignment (referred to in 12.02(d) (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  $\frac{3}{4}$  of the difference in wage rates added to the wage rate;
  - in the second 12 month period  $\frac{1}{2}$  of the difference in wage rates added;
  - in the third 12 month period  $\frac{1}{4}$  of the difference in wage rates added;
  - in the fourth year, the wage rate will be that of the position.

e) Room Closing

- i) In the event of the closing of rooms in school(s) due to declining enrolments, the hours of work for the Operations staff will be adjusted to meet the new staffing requirements. The following procedure shall apply:
- Cleaners' Schedules will be adjusted to the revised hours or 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.

12.03 (a) Seniority Lists

The Employer shall maintain seniority lists showing service with the Employer as of September 1<sup>st</sup> and post same by September 15th in each year. Twenty-four (24) 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.

(b) Casual/Temporary Employees

The Employer will provide the Union with a list of all temporary and casual employees showing their date of hire at the same time that the seniority lists are provided to the Union.

12.04 Recall

a) Rights to Return to Former Classification and Hours

Employees displaced from their classification and employees who have had their hours reduced through the process outlined in 12.02 shall have, for a period of 24 months, the right to return, to their former classification and former hours as follows:

- i) should a vacancy occur in an employee's former classification and with equivalent hours, the employee will be recalled to the vacancy in seniority order;
- ii) so long as there are employees with rights to return under this article, the posting provisions of article 13.01 will be suspended;
- iii) if there are no employees with rights to return under this article the posting provisions of Article 13.01 will apply.

b) Recall from Layoff

Employees laid off shall have, for a period of 24 months from their date of layoff, the right to be recalled to permanent positions for which they are qualified, in seniority order as follows:

- i) an employee will be recalled to any position in his/her former classification;
- ii) an employee who is recalled to a position in his/her former classification which is less hours than his/her former position, shall retain the right to be recalled to any subsequent position, of equal hours to his/her former position provided there are no senior employees with rights under 12.04(a);
- iii) so long as there are employees with rights to return under (ii) above, the posting provisions of Article 13.01 will be suspended;
- iv) if there are no employees with rights to return under (ii) above the posting and recall provisions of Article 13.01 will apply;
- v) An employee to be recalled will be notified by registered mail, to his/her last place of residence on file with the Employer. The Union will receive a copy of such notice. Where possible a telephone call will be an acceptable method of recall with a follow-up letter to the employee with a copy to the Union. Should the employee fail to advise of his/her intention to report for work on the date indicated within 15 calendar days after mailing of such notice, or fail to report for work after having advised the Employer of his/her intentions to report for work, the Employer shall be under no obligation to re-employ the employee.
- vi) An employee shall have the right to refuse an offer of recall if it is not to the geographic area from which he/she was laid off. By refusing such a position, the employee shall not forfeit any rights of recall under this section.

#### 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 recall 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 months. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code;
- (f) engages in gainful employment while on sick leave.

#### 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 3.02(7) if he/she:

- a) fails to return to work after the completion of a leave of absence which has been granted by the Board, 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) causes, directs, counsels or consents to any illegal strike;
- d) accepts a job beyond the scope of the collective agreement.

#### 12.07 Transfers Outside Unit

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

#### 12.08 Redeployment Committee

The Employer agrees to establish a Redeployment Committee to be composed of two (2) members of the Union and up to two (2) Employer Representatives. In the event of reorganization or a reduction in the workforce, the Redeployment Committee shall meet to monitor the implementation of the process outlined in Article 12.02(b). The parties will make every reasonable effort to find alternatives to layoff.

## **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, 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 unless the Employer has exercised its rights under 13.04(a)(ii) or (iv) to transfer an employee. All employees of the Employer 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. It is understood that the applicants will accept or decline the offer of the posting immediately on being informed.

All vacancies for permanent positions will be posted. 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 the position shall be declared open and Article 13 shall apply.

- 13.02
- a) In making staff changes and promotions, appointment shall be made of the Applicant with the greatest seniority and having the required qualifications and ability to meet the requirements of the job.
  - b) An employee who is the successful applicant for a permanent or temporary vacancy shall not be entitled to apply for any other vacancies that arise within 12 months unless the position represents an increase in hours of work or an increase in the hourly rate (higher paid classification).
  - c) 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 (excluding July and August) 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 relocated resulting from subsequent postings shall also be returned to his/her former position, wage or salary rate, without loss of seniority.
  - d) 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.

### 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 Secretary of the Union.

### 13.04 Transfers

- a) 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 judgment 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 under (i) and (ii) shall be restricted to transfers between positions in the same classification and same hours or where the position has been posted under the conditions of the posting procedure and no suitable applicant has applied. Transfers in (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.

- b) When mutual transfers occur both employees will be notified by the Employer of any changes, in writing, as soon as possible. Employees wishing to rescind their request for transfer will do so in writing before the move is made.

### 13.05 Custodial Relief/Replacement

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

- a) that permanent in-school cleaners and custodians 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) no employee shall be required to relieve in any position outside of the employees geographical area;
- f) however, none of the above should prevent the temporary posting procedure as is outlined in Article 13 of the contract.

## 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 with a minimum of three (3) working days notice if 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 sub-section, 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 Manager of Plant, 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.

### 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 (including temporary employees) 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 Employer 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 (including temporary employees) 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 officer of health from attending to his/her duties. Absence occasioned through quarantine shall not be charged against the employee's sick leave credit.

#### 14.05 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.

An employee with more than five (5) years seniority will continue to accumulate seniority while on unpaid sick leave.

#### 14.06 Special Leave of Absence

Upon request, on the 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.

#### 14.07 Personal Leave Days

Permanent employees may be granted up to four (4) 1/2 days with pay for personal leave in a year. The purpose of these days is to allow the employee to attend to matters of personal urgency which require the employee's absence and which cannot be attended to outside of the employee's normal hours of work. Personal Leave Days cannot be used to supplement vacation or long weekends. Justification for personal leave must accompany the request. Such request shall not be unreasonably denied.

#### 14.08 Pregnancy/Parental Leave

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

When an employee decides to return to work after Pregnancy Leave, she shall provide the Employer with at least four weeks' notice. On return from Pregnancy 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.

#### 14.09 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 adoption, on the day of arrival of the child.

#### 14.10 Adoption Leave

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

#### 14.11 Bereavement Leave

- a) If requested by the employee (including a temporary employee) a leave of absence with pay to a maximum of five (5) working days in conjunction with the day of the funeral shall be granted to any employee where death or deaths occur in the employee's immediate family. The term immediate family shall mean parent, stepfather, stepmother, spouse, brother, stepbrother, sister, stepsister, child, stepson, stepdaughter, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law and legal guardian. Pay for such leave to be limited to eight (8) hours in each working day at straight time. 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) Where an employee qualifies for bereavement leave during his/her vacation period, there shall be no deduction from vacation credits for such absence. 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.

#### 14.12 Family Medical Leave

Employees will be granted a Family Medical Leave in accordance with the *Employment Standards Act*.



#### 14.13 Requests for Leave of Absence

All requests for leave of absence shall be in writing and shall be submitted to the Manager of Plant or designate.

### **ARTICLE 15 - SICK LEAVE**

- 15.01 All permanent employees who have completed their probationary period shall be entitled to paid sick leave as outlined in this article.
- 15.02 The Employer shall have power to do and perform all things necessary for the conduct of the sick leave credit system.
- 15.03 The Employer shall keep a register or registers in which shall be entered the credits, the accumulated credits, and the deductions therefrom.
- 15.04 In case of dispute with respect to credits or deductions therefrom under this system, the decision of the Employer shall be final.
- 15.05 Each July 1<sup>st</sup>, employees, who are actively at work, on vacation or paid leave, shall be granted 24 days of annual sick leave entitlement. Sick days will be pro-rated and accumulated based on the employee's permanent position hours. Time spent in temporary postings will not alter the sick leave entitlements. Deductions from sick leave during temporary postings will reflect the hours of paid sick leave taken.
- 15.06 Each June 30, the unused portion of the annual sick leave shall be transferred to a sick leave bank provided the total accumulated credits shall not exceed 260 days. Those employees who have accumulated more than 260 days as of February 1, 1999, will retain the additional days to their credit. If through usage their sick leave goes below 260 days then future accumulations will not exceed 260 days.
- 15.07 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.
- 15.08 As long as an employee is receiving sick leave payments from the Employer, the provision set out in Article 28 – Pension Plans and Article 31 – Benefit Plans shall continue on behalf of the employee.
- 15.09 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.
- 15.10 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

- 15.11 a) On the fourth consecutive day of 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) Notwithstanding subsection (a), the Employer may require an employee to submit a certificate required thereunder for a period of absence of three (3) consecutive days or less. Where the board requests a certificate for a period of less than three (3) days the Board will reimburse the employee for any payment the employee made to the medical practitioner for the purpose of obtaining the certificate.
- 15.12 In cases where the absence is due to an accident compensable under the *Workplace Safety and Insurance 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 prorated to reflect the difference between the salary paid by the Board and amount of WSIB insurance benefits.
- 15.13 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 30<sup>th</sup> immediately preceding. Errors or omissions, if any, are to be reported in writing to the Manager of Human Resources prior to December 30<sup>th</sup> of the current year.
- 15.14 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 the day shift and, where possible, three hours prior to the commencement of afternoon 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.
- 15.15 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 one weeks' notice of a shift change.

### **16.02 Secondary School Custodians**

- 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.

### **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 on 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.
- 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.

### **16.04 Cleaners - Elementary and Secondary**

- a) The normal weekly hours of work shall not exceed forty (40) 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.

- c) During July, August and the March break, cleaners will, on approval of their supervisor, have the right to compress their regular weekly hours of work provided that the compressed hours equal the total regular hours within each pay period.

#### 16.05 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.

#### 16.06 Rest Periods

- a) Employees who work greater than 6 hours per shift shall be allowed one fifteen minute rest period in each half of their shift as scheduled by the employer.
- b) Employees who work more than four hours per shift, up to and including six hours, shall be allowed one fifteen minute rest period during their shift.
- c) Employees who work four hours or less per shift are not entitled to a rest period.

#### 16.07 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.

#### 16.08 Lunch Breaks

- a) A paid lunch period of one-half hour ( $\frac{1}{2}$  hour) will be granted to all employees working an 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.
- b) An unpaid lunch period of at least one-half ( $\frac{1}{2}$  hour) will be granted to all employees:
  - i) on day shift of five (5) consecutive hours or more duration;
  - ii) on afternoon or night shifts of five (5) consecutive hours or more and less than eight (8) hours duration.
- c) Other employees shall not be granted a lunch period.

#### 16.09 Exceptions and Variations

If permanent, exceptions or variations are made by the Employer to the regular days of work referred to herein, such exceptions or variations shall not be made without prior written notification to the Union President or designate, together with the reasons for such exceptions or variations.

If the Union is not satisfied with the reasons, a grievance may be initiated at Step 2 of the grievance procedure within fourteen (14) working days of the notification.

The Board will, on request, provide the Union with a copy of the scheduled hours of work for the operations staff.

## **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 .67 cents per hour effective September 1, 2006 and .69 cents per hour effective September 1, 2007.

### **17.02 Sunday Premium**

Employees shall be entitled to a Sunday premium of \$1.21 per hour 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. Accumulated time in lieu must be taken by June 30 and by the end of the Christmas break each year.

### **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.
- b) Employees shall be required to work overtime by the employer when necessary unless the employee provides a reason for refusal satisfactory to the employer.
- c) 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.
- d) There shall be no pyramiding of overtime with respect to any other premiums payable under the provisions of this Collective Agreement.

18.02 Overtime opportunities and opportunities for additional hours 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. When additional hours are required by the employer at a worksite, those hours will be offered as follows:

- a) First, any cleaner(s) whose regular shift is less than 8 hours will be offered the additional work up to 8 hours; then
- b) If all cleaners have been increased to 8 hours, and additional hours are still required, overtime may be offered to all employees at the worksite. Overtime opportunities will be divided as equally as reasonably possible amongst all employees at the worksite.

## **ARTICLE 19 – SCHOOL RENTALS**

School rentals in this article refers to school usage permits granted to external users.

- 19.01 a) 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. First opportunity to work rentals will be given to employees whose regular hours are 7 hours or less/day.
- c) All rentals shall be cleaned on the same day as they occur and only after the rental has taken place.
- 19.02 a) Rentals on weekends which occur outside the employee's scheduled work week shall be offered first to:
- i) Any cleaner within the school whose regular hours of work Monday to Friday are less than forty (40) hours. The opportunity to work these extra hours will be divided as equally as reasonably possible amongst all cleaners at the worksite; then
  - ii) Cleaners within the plant department family of schools whose regular hours of work Monday to Friday are less than forty (40) hours. The opportunity to work these extra hours will be rotated amongst the cleaners in the family of schools; then
  - iii) Temporary employees who have not worked forty (40) hours Monday to Friday; then
  - iv) Casual employees.
- b) The minimum scheduled rental on weekends will be three (3) hours. This time shall not be pyramided with any overtime pay.
- d) The Employer will endeavour to provide two consecutive days off to employees who work weekends outside of their scheduled work week to cover school rentals. If two consecutive days off are provided the employee will be paid at straight time for the time worked on the weekend.
- 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 (1/2) of the regular shift, the employee shall be paid for one-half (1/2) of the regular shift at the regular rate.

## 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.

## 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 1/2) 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 1/2) 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

- a) When an employee is relieving 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.
- b) Only time spent at work will be paid at the higher rate of pay. Any paid leave or vacation taken while relieving at the higher rate of pay will be paid out at the employee's regular rate of pay.
- c) It is understood that the above does not apply when employees are filling a posted position at a higher rate for a period longer than four **(4)** months.

## 21.02 Lower Rating

When an employee is relieving in a position of lower rating, he/she 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.

## 22.02 Pay Details

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

- employee wage rate;
- number of hours worked, where applicable;
- number of overtime hours worked;

- e shift premiums;
- e net earnings;
- all deductions taken from the gross earnings and running totals in relation to the deductions.

### **ARTICLE 23 - VEHICLE ALLOWANCE**

23.01 Employees required by the Employer to use their personal vehicles in order to carry out the business of the Employer shall receive the current Board rate per kilometre while on the Employer's business.

### **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 that qualify is as follows:

#### Trades Classification

Plumber/Gas Technician  
 Gas Technician  
 Electrician  
 Carpenter  
 Mason  
 Plumber

All Apprentices in the following trades: Plumbing, Electrical, Carpentry

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

Painter  
 Trades Helper  
 General Maintenance

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

#### **24.04 Certificate Renewal Allowance**

The Board will provide a \$300 allowance to the Group A Trades for renewal of the trade licenses required by the Board. This allowance will be paid on or before September 30<sup>th</sup> of each year.

### **ARTICLE 25 – CLOTHING ALLOWANCE**

The Employer shall pay a clothing allowance of \$100.00 and an allowance towards the cost of approved safety footwear in the amount of \$150.00 to each permanent employee actively at work or on paid leave on September 30<sup>th</sup> of each year. The payment will be made on a regular pay prior to the end of October. Should the employer issue uniform shirts, the clothing allowance will be reduced to \$75.00.



## ARTICLE 26 - ANNUAL VACATIONS

- 26.01 a) Vacation entitlement, with pay, will be based on accumulated service up to June 30<sup>th</sup> in each year. Vacation will be taken during the period July 1 to June 30 immediately following the period of entitlement.

Years of Service as of <u>June 30th</u>	Annual Vacation <u>Entitlement</u>
Less than one (1) year's service	5/6 of one day for each month
From one (1) to three (3) years	10 days
Four (4) years	15 days
Five (5) years	16 days
Six (6) years	17 days
Seven (7) years	18 days
Eight (8) years	19 days
Nine (9) years	20 days
Ten (10) years	21 days
Eleven (11) years	22 days
Twelve (12) years	23 days
Thirteen (13) years	24 days
Fourteen (14) years	25 days
Fifteen (15) years	26 days
Sixteen (16) years	27 days
Seventeen & eighteen (17 & 18) years	28 days
Nineteen & twenty (19 & 20) years	29 days
Twenty-one & twenty-two (21 & 22) years	30 days
Twenty-three & twenty-four (23 & 24) years	31 days
Twenty-five (25) years	32 days
Twenty-six (26) years and over	37 days

- b) Years of service for the purpose of vacation entitlement shall exclude all leaves of absence in excess of 1 month (except the statutory period of Pregnancy/Parental Leave), all periods while on unpaid sick leave and all periods while laid off with recall rights. While on vacation the employee shall be deemed to be actively at work under this article.

Vacation will be prorated in any year when service is less than a full year. Periods of statutory pregnancy leave/parental leave will entitle the employee to full vacation entitlement however the paid portion will be prorated when service is less than the full year.

- c) Casual and temporary employee's will receive 4% of regular earnings as vacation pay

on each regular pay date and are not entitled to annual vacation with pay.

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.

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 Christmas or summer school breaks shall be 10 days except for the maintenance department who will be entitled to schedule vacation outside of the school breaks to accommodate work scheduled during school breaks.

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.

## **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)

## 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 (unless otherwise agreed by the parties) 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	Friday preceding
Canada Day	Saturday	Monday following
Canada Day	Sunday	Monday following
Remembrance Day	Saturday or Sunday	Added to employee 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 (1/2) 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 and 1/2) 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 schedule any employee to work on a paid holiday or 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. The intent of this clause is to cover scheduled work on paid holidays in unusual circumstances only and does not imply regularly scheduled work on paid holidays.

## 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.

## 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 1<sup>st</sup> - June 30<sup>th</sup>) 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 Employer 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 (to be deleted effective December 12, 2006)**

An employee shall retire on the last day of the month in which the employee reaches sixty-five (65) years of age. However, the employment of such an employee may be extended to the end of the current school year or the current calendar year at the discretion of the Employer and with the consent of the employee concerned.

### **29.02 Early Retirement Age (to be deleted effective December 12, 2006)**

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

### **29.03 Retirement Gratuity**

Notwithstanding the retirement gratuity provisions of the predecessor boards, an employee who retires under the Ontario Municipal Employees Retirement System (OMERS) or for reasons of disability as certified by a qualified medical practitioner and who has a minimum of 10 years continuous service with the board shall be paid a gratuity calculated as follows:

- a) Fifty percent (50%) of the number of the employee's days of accumulated sick leave at his/her retirement date, multiplied by the employee's per diem salary rate – the per diem salary rate being 1/10<sup>th</sup> of the bi-weekly salary rate at the 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 the employee but before recovering the full benefits of accumulated sick leave as provided under subsection a) such remaining benefits shall be paid to his/her estate.
- c) All benefits provided under this article shall be paid within one (1) year after retirement or as arranged to the mutual satisfaction between the employee and the employer.

An employee who is not eligible for an OMERS pension by reason of not contributing to OMERS may resign at age 55 (or older) and still qualify for a retirement gratuity provided he/she has a minimum of ten (10) years of continuous service with the board.

## **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 is not the insurer of the employee benefits. The terms of the carrier's contract shall prevail at all times. In the event that the employer decides to change carriers of the insured benefit plans, the employer agrees to implement the same coverage as described in the master policies. The employer agrees to contribute on the following basis to the various benefits for eligible employees who are enrolled in the employer's Group Benefit plans while an employee is receiving regular salary or paid sick leave from the employer:

- a) Extended Health Care Plan 100% of the premiums
  - Semi Private
  - Pay direct generic prescription drug plan or equivalent plan with \$8.00 cap on the dispensing fee paid by the plan.
    - (i) except where no generic substitutions are available
    - (ii) except where the physician specifically prescribes no substitutes
  - Vision Care & Hearing Aid Benefit Plan or equivalent plan
    - \$275.00 eyeglass coverage effective Sept 1/2006
- b) Dental Plan (or equivalent plan) 100% of the premiums
  - Level 1 and 2 (basic and minor restorative)
  - 9 months recall for employees and dependents over 18 yrs of age
  - 2003 ODA fee schedule effective January 1, 2005
  - 2005 ODA fee schedule effective January 1, 2007
- c) Life Insurance and A.D.&D 100% of the premiums  
Insurance(2 x salary)
- d) Long Term Disability  
The Employer will assume the cost of administering a Long Term Disability Plan with premiums to be paid by the employee.
- e) Optional Life Insurance  
The Employer 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 Employer and subject to the provisions of the carrier.

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 an apprentice attending Trade School.

- 31.03 Employees retiring prior to age 65 may continue in the Board's benefit plans under 31.01(a) (b) and (c) providing they pay to the Board in advance full premium cost. Life insurance under 31.01(c) 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.
- 31.04 Spouses of deceased board employees may remain in the Board's Extended Health Care and Dental Plans for the earlier of:
- i) a period not exceeding two years; or
  - ii) the first of the month following the date on which the employee would have attained age 65 if still living.

The spouse is required to remit to the board in advance the full monthly 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 appointed by the Union and four (4) members appointed by the Employer. 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 Manager of Labour Relations prior to each meeting to be placed on the agenda with a copy to the Union.
- a) 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 Plant Supervisor 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 in accordance with Plant procedures 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 language for this Agreement shall be the English language.

## **ARTICLE 37 - SCHEDULES**

37.01 Attached hereto and forming an integral part of this Agreement is the following Schedule:  
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 1<sup>st</sup> day of September 2006 and shall remain in effect until the 31<sup>st</sup> day of August 2009. 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.

39.04 Notwithstanding the period of notice cited in 39.02 either party may notify the other in writing within 120 days prior to the expiration date of this agreement of their intent to negotiate with a view to renewal in accordance with the Ontario Labour Relations Act.



IN WITNESS HEREOF:

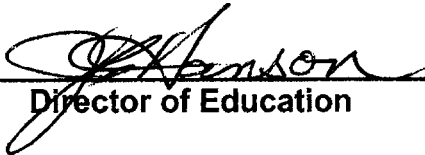
The parties hereto have set their hands and seals this 10<sup>th</sup> day of July 2006.

SIGNED ON BEHALF OF:

RAINBOW DISTRICT SCHOOL BOARD



Chair



Director of Education

SIGNED ON BEHALF OF:

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

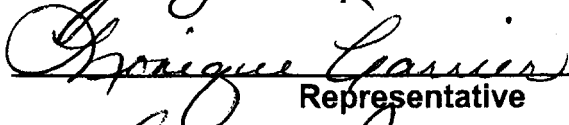
\_\_\_\_\_  
\_\_\_\_\_  
President



Representative



Representative



Representative



CUPE National Representative

**SCHEDULE "B"**  
**CLASSIFICATIONS AND WAGE RATES**  
**PART 1 – MAINTENANCE SECTION**

<b>Classification</b>	<b>Hourly Rates Sept. 1, 2006</b>	<b>Hourly Rates Sept. 1, 2007</b>	<b>Hourly Rates Sept. 1, 2008</b>
<u>Group "A"</u>			
This group shall consist of tradespersons requiring Government Certificate in order to discharge their duties: <b>Plumber, Electrician, Gas Technician, Carpenter</b>	24.76	25.50	26.01
<u>Group "B"</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 "B" will be paid the allowance(s) outlined in "additional certificates where required:" <b>Mason</b>	23.64	24.35	24.84
<u>Group "C"</u>			
<b>General Maintenance</b>	20.41	21.02	21.44
<u>Group "D"</u>			
<b>Painter</b>	20.09	20.69	21.10
<u>Group "E"</u>			
<b>Trades Helper</b>	17.65	18.18	18.54
<u>Certificate Allowance</u>			
<b>A</b> certificate allowance will be paid to certified tradespersons in Groups A, B for certificates required by the employer.	.60	.60	.60
<u>Group "F"- Apprentices in Group "A"</u>			
Start of 1 <sup>st</sup> Year – 60% of trades rate	14.86	15.30	15.61
Start of 2 <sup>nd</sup> Year – 65% of trades rate	16.09	16.58	16.91
Start of 3 <sup>rd</sup> Year – 70% of trades rate	17.33	17.85	18.21
Start of 4 <sup>th</sup> Year – 80% of trades rate	19.81	20.40	20.81
Start of 5 <sup>th</sup> Year – 90% of trades rate	22.28	22.95	23.41

SCHEDULE "B"  
CLASSIFICATION AND WAGE RATES  
PART 2 – CUSTODIAL SECTION

Secondary Custodian "A" School Espanola & Manitoulin Sec. only	21.58	22.23	22.67
Elementary Custodian "A" School	21.58	22.23	22.67
Elementary Custodian "B" School	21.02	21.65	22.08
Elementary Custodian "C" School	20.69	21.31	21.74
Custodian (Secondary)	18.64	19.20	19.58
Cleaner	18.28	18.83	19.21
Student - \$8.00 per hour			
All casual employees other than students	11.73	12.08	12.32

Definitions

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

"B" Elementary School – floor area in use is between 12,000 sq. ft. and 25,500 sq. ft.

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

New Classifications

When a classification not covered in Schedules "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.

# Letter of Agreement

Between:

**Rainbow District School Board**

**and**


**Canadian Union of Public Employees, Local 895**

Re: Date of Hire List

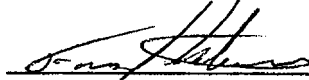
The board will maintain a date of hire list for all casual/temporary employees. The employees' length of service with the board will ~~be~~ considered as one factor when hiring permanent employees.

Dated at Sudbury this 7th day of June 2006.

For Rainbow District School Board:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For CUPE Local 895:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LETTER OF AGREEMENT

Between:

**RAINBOW DISTRICT SCHOOL BOARD**

and

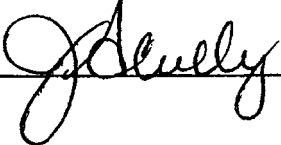
**CUPE Local 895**

***Subject: Salaries 2008-09***

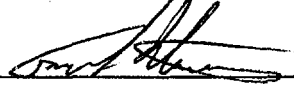
The parties agree that the percentage salary increase negotiated for September 1, 2008 (2%) will be changed to reflect the higher of the 2% as agreed or the percentage allocated to the salary benchmarks in the 2008-09 provincial grants.

Dated at Sudbury, Ontario this 7th day of June, 2006.

For Rainbow District School Board:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For CUPE Local 895:

  
\_\_\_\_\_  
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\_\_\_\_\_

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