

COLLECTIVE AGREEMENT

between

**CUPE LOCAL 997
(hereinafter called the "Union" or the "Local")**

representing

**The Custodial and Maintenance Unit
(hereinafter called the "Bargaining Unit")**

and

**Trillium Lakelands District School Board
(hereinafter called the "Board" or "Employer")**

TABLE OF CONTENTS – C/M

	<u>PAGE</u>
ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	1
ARTICLE 3 - RECOGNITION	
3.01 Bargaining Unit.....	1
3.02 Non-Discrimination.....	2
ARTICLE 4 - STRIKES AND LOCKOUTS.....	2
ARTICLE 5 - LABOUR, MANAGEMENT RELATIONS	
5.01 Bargaining Committees.....	2
ARTICLE 6 - UNION SECURITY AND CHECK-OFF OF UNION DUES.....	2
ARTICLE 7 - UNION COMMITTEE AND STEWARDS.....	3
ARTICLE 8 - EMPLOYEE/UNION RELATIONS	
8.01 Correspondence.....	3
8.02 Joint Labour/Management Committee.....	3
8.03 Copies of the Collective Agreement.....	4
ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE	
9.01 Intent and Definition of Grievance.....	4
9.02 Informal Stage.....	4
9.03 Step One.....	4
9.04 Step Two.....	5
9.05 Step Three.....	5
9.11 Group, Policy, Employer Grievances.....	5
ARTICLE 10 - TEMPORARY AND CASUAL EMPLOYEES.....	6
10.06 Call-in Pay.....	7
ARTICLE 11 - PART-TIME EMPLOYEES.....	7
ARTICLE 12 - SENIORITY.....	7
12.07 Loss of Seniority.....	8
12.08 Probationary Period.....	8
ARTICLE 13 - JOB POSTINGS.....	9
13.05 Information on Postings.....	9
13.06 Method of Making Appointments.....	9
13.07 Debriefing.....	10
13.08 Exchanges.....	10
ARTICLE 14 - LAY-OFF AND RECALL.....	10
14.03 Notice of Lay-off.....	11
14.04 Definition of Lay-off.....	11
14.10 Redeployment Committee.....	12
ARTICLE 15 - TRANSFERS	
15.01 Transfers to and from Supervisory Positions.....	12
15.02 Temporary Transfers to Higher-Rated Positions.....	12
15.03 Transfers to Lower-Rated Positions.....	13
15.04 Temporary Transfers to Out-of-Scope Positions.....	13
ARTICLE 16 - HOURS OF WORK.....	13
16.09 Time off in Lieu.....	14
16.10 No Lay-off to Compensate for Overtime.....	14
16.11 Emergency Call-in.....	14
16.12 Scheduled Call-in.....	14
16.14 No Duplication.....	14
16.15 Rest Periods.....	14
16.16 Lunch Break.....	14

ARTICLE 17 - PAID HOLIDAYS.....	14
ARTICLE 18 - VACATIONS	15
ARTICLE 19 - LEAVES OF ABSENCE	
19.01 Special Leave of Absence	16
19.02 Bereavement Leave.....	16
19.03 Quarantine, Jury and Witness Duty.....	16
19.04 Pregnancy Leave.....	17
19.05 Parental Leave.....	17
19.06 Adoption Leave.....	17
19.07 Compassionate/Personal Leave.....	17
19.08 Leave for Union Functions.....	18
19.09 Leave for Union Office	19
19.10 Leave for Public Service.....	19
19.11 Self-Funded Leave Plan	19
19.12 Family Medical Leave.....	20
ARTICLE 20 - SICK LEAVE	20
20.06 Medical Certificate.....	21
20.07 Sick Leave Retirement Gratuity.....	21
20.08 S.U.B. Plan.....	21
20.09 Workplace Safety and Insurance Act.....	22
ARTICLE 21 -WAGE RATES & METHOD OF PAY.....	22
ARTICLE 22 -GROUP BENEFITS.....	23
ARTICLE 23 - GENERAL	
23.01 Mileage.....	23
23.02 Health & Safety.....	24
ARTICLE 24 - DISCHARGE, SUSPENSION AND DISCIPLINE	
24.01 Warning.....	24
24.02 Discharge Procedures	24
24.03 Personnel Files.....	24
ARTICLE 25 - BARGAINING UNIT SECURITY.....	25
ARTICLE 26 – PROFESSIONAL DEVELOPMENT.....	25
ARTICLE 27 -DURATION AND RENEWAL.....	26
LETTER OF UNDERSTANDING RE: STAFF DEVELOPMENT FUND	27
LETTER OF UNDERSTANDING RE: CRIMINAL REFERENCE CHECKS.....	28
LETTER OF INTENT RE: SALARY RE-OPENER.....	29
APPENDIX "A" – SALARY GRIDS.....	30
APPENDIX "B" – GROUP BENEFITS.....	31
APPENDIX "C" – FAMILY OF SCHOOLS AND BUMPING SEQUENCE.....	32
APPENDIX "D" – PROTOCOL AGREEMENT	33
SIGNATURE PAGE.....	42

ARTICLE 1 - PURPOSE

1.01 The purposes of this Collective Agreement are to:

- establish, promote and facilitate an effective, harmonious and orderly relationship between the parties;
- recognize the mutual value of joint discussions related to all matters pertaining to the working conditions of members of the Bargaining Unit;
- promote morale, well-being and security of all members of the Bargaining Unit;
- define procedures for the prompt and equitable disposition of grievances which arise under the terms of this Agreement;
- encourage efficiency in operation; and,
- set out such terms and conditions of employment for members of the Bargaining Unit as have been agreed upon by the parties.

1.02 It is understood and agreed that the provisions as set out in this Collective Agreement constitute the entire negotiated Agreement between the parties.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive right and function of the Employer to:

- (a) maintain order, discipline and efficiency and to make, alter and enforce rules and regulations to be observed by employees, provided such rules and regulations have been posted or otherwise been brought to the attention of Bargaining Unit members;
- (b) hire, assign, classify, evaluate, direct, transfer, promote, demote (including disciplinary demotion), layoff, recall, discipline, suspend or discharge, provided that a claim that a permanent employee has been discharged or disciplined without just cause may be the subject of a grievance and be dealt with as herein provided;
- (c) determine the number of employees to be employed, including the qualifications, duties and responsibilities of the employees, the hours of work, the work year, and work location;
- (d) generally to manage the service and operations in which the Employer is engaged and, without restricting the generality of the foregoing, to retain all residual rights of management to determine, alter and eliminate the number and location of establishments, services and programs, to determine the work to be performed and the scheduling of such work, and the methods and work procedures to be followed.

2.02 The Parties agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations of the Province of Ontario.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 997 as the sole and exclusive bargaining agent for all maintenance, custodial and plant operations employees employed by the Trillium Lakelands District School Board, save and except supervisors and persons above the rank of supervisor.

3.02 Non-Discrimination

The parties agree that there shall be no interference, discrimination, restriction or coercion exercised or practiced by either of the parties or their representatives against any person in regard to employment or terms or conditions of employment because the person exercises rights under this Agreement, or participates in the lawful activities of the Canadian Union of Public Employees or its Local 997.

3.03 No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union will supply the Board with names of employees who are stewards or other officers of the Union. Similarly, the Board will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

3.04 There will be no solicitation for membership by the Union or by any of its members during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings related to Union business, without the consent of the Employer or except as hereinafter provided.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.01 So long as this Agreement continues to operate, there shall be no lockout by the Employer, and the Union will not cause or sanction any employee represented by it to participate in any strike, deliberate slowdown, or interference with work in or about the Board's schools or premises.

4.02 In the event of any strike, slowdown or interference with work during the terms of this Agreement, the Union and its officers will make every effort to prevail upon the employees so engaged to cease and desist in such activities.

ARTICLE 5 - LABOUR, MANAGEMENT RELATIONS

5.01 Bargaining Committees

The Bargaining Committees of the parties shall be comprised of not more than five (5) Employer Representatives and not more than five (5) Union Representatives, one of whom shall be the President of CUPE Local 997. The Union and the Employer will advise the other of the names of the representatives. All of the Union representatives, other than the CUPE National Representative (if applicable), shall be permanent employees of the Employer.

5.02 The Employer recognizes the right of CUPE and its Local 997 to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Agreement.

Subject to the authority of the Principal or appropriate Superintendent/Manager related to school and Board premises, authorized representatives of the Union shall have reasonable access to Bargaining Unit members, normally outside of working hours, for Union business at all schools and workplaces.

5.03 CUPE and its Local 997 recognizes the right of the Employer to authorize its external organization or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Agreement.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF OF UNION DUES

6.01 On each pay date on which a member of the Bargaining Unit is paid, the Employer shall deduct from each employee such dues or assessments as are levied by the Union in accordance with its constitution and/or by-laws. The amounts to be deducted shall be determined by the Union, and

written notice of the amount(s) or any change(s) thereto shall be forwarded to the Employer at least thirty (30) days prior to the effective date.

- 6.02 Deductions shall be forwarded monthly to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the deductions were made. The monthly remittance to the Union shall be accompanied by lists of the names and addresses, work site, job class, FTE status, wages paid for the period and the union dues deducted for all employees from whose wages deductions have been made. The Board shall forward to the Secretary-Treasurer of the Union, on a quarterly basis, a list of the names and home telephone numbers for all employees in the bargaining unit.

Employees shall be exempt from having union dues deducted while they are on full-time Long Term Disability or while they are in receipt of full-time WSIB benefits for a period of greater than two (2) weeks.

- 6.03 The Union shall indemnify and save the Employer harmless from any and all claims, suits, attachments or any form of liability whatsoever as a result of any dues deductions which have been authorized by the Union.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

- 7.01 An employee shall not be eligible to act as a member of the Union Bargaining and/or Grievance Committee, or as a Steward, until completion of the probationary period.
- 7.02 The Union acknowledges that Stewards, members of the Union Bargaining and/or Grievance Committee, and such other Union Officers as may be chosen from among the Bargaining Unit membership, have regular duties to perform as employees of the Board, and that such persons will not leave their regular duties for the purpose of presenting or discussing grievances, or for the purpose of conducting any business on behalf of the Union, without first obtaining permission. Requests for such leave shall be submitted, in writing, for approval to the Senior Manager of Human Resources, with a copy to the immediate supervisor. Such requests will not be unreasonably denied. Upon resumption of regular duties, such employees will report to their immediate supervisor and will, if requested, give a reasonable explanation for the time spent away from work.
- 7.03 In consideration of Stewards, members of the Union Bargaining and/or Grievance Committee, and other Union Officers who are employees in the Bargaining Unit, attending to the business set out in this Agreement, the Employer will pay such employees for the time spent in handling grievances or attending other meetings with Employer representatives during their regular hours of work. Absences on account of Union business for the Bargaining Unit which exceed twenty (20) total days per year (i.e. September 1 to August 31) shall be reimbursed by the Union on a cost recovery basis.

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.01 Correspondence

All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Human Resources and President of the Local Union, with a copy to the Senior Manager of Human Resources and Unit Chief Steward.

8.02 Joint Labour/Management Committee

At the request of either the Union or the Employer, up to four (4) representatives of each of the parties will meet from time-to-time during the term of this Agreement to discuss matters of mutual concern, which are related to the workplace. Such issues would not normally include matters which are the subject of an active grievance, or which are being dealt with in collective bargaining. By agreement, the parties may strike ad hoc sub-committees to discuss specific

concerns. The frequency of the meetings will be as determined by the parties, but will normally be at least every three (3) months at a mutually agreed upon time and place. Such meetings shall be scheduled in advance, normally no later than October 1st of each year.

8.03 Copies of the Collective Agreement

The Employer shall provide a copy of the Collective Agreement to each Bargaining Unit member within sixty (60) days of the execution of a new Collective Agreement. The Employer shall also provide new members of the Bargaining Unit with a copy of the Collective Agreement, and the Union Orientation Package, when they are hired. The cost of printing the Collective Agreement shall be shared equally by the parties.

8.04 The Employer will provide bulletin board space for the use of the Union/Local at an appropriate location in each workplace, and upon which the Union/Local shall have the right to post notices relating to matters of interest to the Union/Local and members of the Bargaining Unit.

8.05 The Union/Local shall have access to the Employer's courier system, e-mail, phones and mail boxes for regular formal communication between it and Bargaining Unit members.

8.06 Inasmuch as paragraphs 8.04 and 8.05 recognizes the Local as an internal user for the purposes of bulletin boards, e-mail, courier, etc., the Union/Local, for its part, agrees to abide by any policies and procedures which are established by the Employer regarding the use of these services. The CUPE Bargaining Units Conference Site shall be a "read only site" on which the CUPE Local 997 web address shall be permanently posted. In addition, all CUPE position Job Postings, Seniority Lists, items relating to Payroll and/or Benefits, and other items which may be of interest to CUPE Local 997 bargaining unit members shall be posted by the Employer on the Conference Site.

8.07 The President of the Local shall be provided with a copy of regular Board and Board Committee staffing reports for the CUPE Bargaining Units, which detail all employment status decisions related to Bargaining Unit members.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 Intent and Definition of Grievance

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

9.02 Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the employee and the employee's supervisor. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.

9.03 Step One

If the dispute is not deemed to be settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within ten (10) working days of the employee becoming aware of the circumstances giving rise to the complaint, or after the date when the event could have reasonably been detected, to the Senior Manager of Human Resources. The written notice shall contain the complete grievance, list all clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after the submission. The Senior Manager of Human Resources shall provide a written answer within ten (10) working days of receipt of the grievance.

9.04 Step Two

If the grievance is not deemed to be settled on the basis of the answer given in Step One, the Union shall, within ten (10) working days of receipt of the Step One answer, notify the Superintendent of Human Resources (or designate), in writing, that a grievance meeting is requested. The Superintendent of Human Resources (or designate), and other persons that the Superintendent of Human Resources (or designate) deems appropriate shall meet with up to three (3) members of the Union, within fifteen (15) working days of receipt of the notice. The Superintendent of Human Resources (or designate) shall provide a written answer within five (5) working days of the meeting being held.

9.05 Step Three

If the grievance is not deemed to be settled on the basis of the answer given in Step Two, the Union shall, within ten (10) working days of the receipt of the answer given in Step Two, notify the Director of Education, in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to an Arbitration Board. The Director of Education, or designate, shall, within ten (10) working days, inform the Union of the Employer's appointee to the Arbitration Board. The two appointees shall, within ten (10) working days, or such longer time as they may agree upon, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Appointee or if the two (2) appointees fail to agree upon a Chairperson within the time limit, either the Union or the Employer may request the appointment of a Chairperson by the Ministry of Labour.

9.06 The Arbitration Board shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.

9.07 The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs. The decision of the Arbitration Board shall be final and binding and enforceable on the Parties.

9.08 The Arbitration Board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

9.09 Each Party shall bear the fee and/or expenses of its appointee to the Arbitration Board, and any fees and/or expenses of the Chairperson shall be borne equally by the Parties. Each Party shall bear its own expenses respecting appearances at hearings of the Arbitration Board. Each Party shall bear, at its own expense, the cost of counsel or advisors at each step of the grievance procedure.

9.10 All the time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the Parties and subsection 48 (16) of the *Labour Relations Act* does not apply. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the Parties.

9.11 Group Policy, Employer Grievances

- (a) If the Employer has a complaint against the Union, it shall submit its grievance in accordance with the provisions of Step Two, except that the notice shall be given to the President of the Local or other designated executive officer of the Union.
- (b) The Union may file a grievance on behalf of two (2) or more employees commencing at Step One, if specifically requested in writing to do so by said employees. The written request of said employees shall be attached to the grievance.
- (c) Group grievances may only be filed within ten (10) working days of either Party becoming aware of the circumstances giving rise to the complaint, or within ten (10) working days after the event when the event could reasonably have been detected.

(d) When a dispute arises involving a question of general application or general interpretation of the terms of the collective agreement, a Policy Grievance may be filed by either party at Step 2.

9.12 In all situations involving the discipline of a Bargaining Unit member, the disciplinary letter shall be copied to the Union, and any grievance resulting therefrom shall be filed at Step Two.

9.13 Newly hired probationary employees shall not be entitled to grieve a termination during the probationary period.

9.14 It is understood that the Parties may mutually agree in writing to submit the grievance to a mutually agreed upon single Arbitrator at Step Three rather than an Arbitration Board. In the event that the Parties are unable to agree upon a single Arbitrator, having previously mutually agreed to proceed with a single Arbitrator, the Parties may request the Minister of Labour to make the appointment.

9.15 It is understood that an employee, through the Local, has the right to have a CUPE National Representative to assist the member at any formal stage of this grievance/arbitration procedure.

9.16 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen. The fees for the mediator shall be shared equally by the parties.

9.17 The Employer acknowledges the right of the Union to elect or otherwise appoint a Grievance Committee and/or Union Stewards, whose role is to assist Bargaining Unit members in relation to the grievance/arbitration procedure.

9.18 The Union recognizes and agrees that members of the Grievance Committee, and Stewards, have regular duties to perform in connection with their employment. As a result, it is understood that the business of administering this agreement will be attended to, as much as possible, outside of regular working hours or, where that is not possible, with the least possible interference with regular duties.

9.19 A grievance committee member and/or steward will obtain permission from their immediate supervisor before leaving regular duties and shall, if requested, provide a reasonable explanation as to the reason(s) for and length of time spent in the performance of regular union duties. Permission to leave regular duties to attend to Union business shall not be unreasonably withheld.

ARTICLE 10 - TEMPORARY AND CASUAL EMPLOYEES

10.01 Temporary employees may be hired for a period of up to twenty-four (24) months, and not exceeding the duration of the absence, to replace an employee who is absent because of illness, leave of absence, bereavement, time off in lieu of overtime, or vacation. In exceptional circumstances, where the absence being covered exceeds twenty-four (24) months, the temporary employment may be appropriately extended, in consultation with the Union, and when applicable, the corresponding loss of seniority provision, paragraph 12.07 (e), shall be similarly extended for the absent employee.

In addition, temporary employees may be hired for a period of up to six (6) months in the case of special projects, relief work or to provide additional staffing during peak periods.

It is understood that the time periods noted above may be extended by mutual agreement.

10.02 Temporary employees are subject only to the following Articles/paragraphs:

- 6.01 - Dues Check-Off
- 8.03 - Copies of the Collective Agreement
- Article 9 - Grievance and Arbitration Procedure
- Article 16 - Hours of Work (except lieu time)
- 19.03 - Bereavement

10.03 No employee with seniority will be laid-off or remain on lay-off while temporary employees are retained at work, so long as the employee affected by the lay-off is willing to perform and has the necessary qualifications and ability to perform the duties of the temporary position.

10.04 Notwithstanding the above, a permanent employee who accepts a temporary assignment through the Posting procedure is not a temporary employee. In this regard, it is understood that temporary postings, resulting from a permanent employee accepting a temporary assignment, shall be limited to two (2).

10.05 A casual employee is employed by the Employer on a day-to-day basis. A position that is filled casually will be posted after forty (40) consecutive working days.

Casual employees are not subject to the terms of this Agreement, except as to Wage Rate (Article 21) and Union Dues (Article 6).

10.06 Call-in Pay _____

If a Casual employee has been either called out in error, or the assignment has been cancelled without the Casual employee having received a minimum of three (3) hours' notice prior to the scheduled commencement of the assignment, the Casual employee, upon reporting for duties, shall be assigned duties for a minimum of two (2) hours at the appropriate hourly rate of pay. It is understood that this does not apply in the case of inclement weather.

ARTICLE 11 - PART-TIME EMPLOYEES

11.01 A part-time employee is defined as an employee regularly employed for less than twenty (20) hours per week. A part-time employee may be engaged on an interim basis for twenty (20) or more hours per week to replace an employee who is absent from regular duties. During such period, the part-time employee will continue to be covered by the provisions of this Agreement as a part-time employee.

ARTICLE 12 - SENIORITY

12.01 Except for temporary and casual employees, all employees covered by this Agreement who have completed their probationary period shall have their names placed on the seniority list based on last date of hire into a permanent position within the Bargaining Unit. In this regard, it is understood that there is no break in seniority in relation to ten (10) and eleven (11) month employees who are regularly scheduled to return to work after the summer break.

12.02 The Employer shall maintain the seniority list, and the list shall be posted in each workplace and on the First Class CUPE 997 site, and forwarded to the President of the Local, in January of each year.

12.03 The list shall specify the name of the employee, occupational group, job title, work location and seniority date.

12.04 Should a tie occur, the tie will be broken by lot conducted by the Senior Manager of Human Resources, or designate, and the Unit Chief Steward(s), or designate.

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12.05 Any dispute regarding the information on the seniority list shall be brought to the attention of the Senior Manager of Human Resources, and the President of the Local within fifteen (15) working days of posting.

12.06 Employees accepting and transferring to jobs outside the Bargaining Unit, or to jobs in other Bargaining Units, will maintain their Bargaining Unit seniority, but shall not accumulate seniority for their time spent outside the Bargaining Unit.

12.07 Loss of Seniority

An employee shall lose seniority in the event of:

- (a) Discharge for just cause.
- (b) Voluntary termination of employment (e.g. retirement or resignation) or abandonment of a position.
- (c) Absence from duties for more than three (3) consecutive days, or three (3) single days in any ninety (90) day period, without securing permission for the absence(s) or without providing a reason satisfactory to the Employer.
- (d) Lay-off for a period longer than twenty-four (24) months.
- (e) Absence due to illness exceeding two (2) years, off-the-job accident exceeding two (2) years, or five (5) years in the case of occupational accident or injury, in circumstances where it is clear that, due to the permanent nature of the illness/disability, there is no reasonable prospect of return to active employment.
- (f) Recall opportunity refusals in accordance with the lay-off/recall provisions of this Agreement.

Loss of seniority under (c) through (f) above will normally result in the termination of employment.

12.08 Probationary Period

New employees shall become eligible for seniority rights after sixty (60) working days probationary service. After successful completion of the probationary period, the seniority date shall reflect the commencement of employment as a probationary employee.

12.09 For the purposes of clarification, a working day for probationary purposes is defined as a day when the employee is on the job for their regularly scheduled hours. A probationary period interrupted by the end of the school year shall be continued for the outstanding term at the start of the next school year, as long as there are no lay-offs.

12.10 Employees shall be eligible to participate in the Group Benefits Program (see Article 22) and Sick Leave Plan (see Article 20) after the completion of the probationary period.

12.11 The Employer and the Union agree that when a position is posted in the Bargaining Unit and a probationary staff member who had been laid off applies, the employee will be considered for vacancies prior to temporary or external staff for a period of six (6) months from the date of lay-off. Such employees, if successful, shall serve their probationary period as of the date on which the employee starts work in the new position.

12.12 Probationary employees may apply for posted positions of greater hours or which are a promotion. Such employees, if successful, shall serve their probationary period as of the date on which the employee starts work in the new position.

ARTICLE 13 -JOB POSTINGS

- 13.01 When a vacancy occurs or a new position is created, the Employer shall ensure that the notice of the position is posted at each work location and on a Conference on the Employer's internal email system for a minimum of five (5) working days in order that all employees will know about the position and be able to make written application. Simultaneously, the Employer agrees to forward a copy of the posting to the President of CUPE Local 997.

Note #1: An increase in the number of working hours of a position is not considered to be a new job or a vacancy.

Note #2: Postings which arise over the summer period will be posted only on a Conference on the Employer's internal email system and through the voice-mail system at the Corporate Office, which system shall be accessible by way of a toll-free number from Ontario. It is understood that any vacancies which must be filled in the interim may be filled by casual employees.

- 13.02 The Employer and the Union agree that when a position is posted in the Bargaining Unit, and no employee from the Bargaining Unit where the posting arises applies and is successful from within, then applicants internal to the Board, including casual and temporary Bargaining Unit members, shall have the right to apply and be considered for the position before any external hire.
- 13.03 In circumstances where the position is filled by a Bargaining Unit member from another CUPE Bargaining Unit, that member will retain seniority in the original Bargaining Unit until completion of the probationary period. Upon successful completion of the probationary period the employee's total qualifying service will be transferred to the new Bargaining Unit for the purposes of benefits and vacation only; seniority shall accrue as of the new appointment date in the Bargaining Unit.
- 13.04 On some occasions, and with the mutual agreement of the parties to this Agreement, it may be necessary for openings to be advertised both internally and externally, simultaneously. In such cases, first consideration shall be given to internal candidates (as above), prior to any consideration being given to external candidates.

13.05 Information on Postings

The postings shall contain the following information: job title, occupational group, summary of duties, the normal requirements of the position including relevant experience, knowledge and education (or an acceptable combination of education and relevant experience), skills, location, shift or hours of work, wage rate, the application procedure, and whether or not the position is temporary or permanent, part-time or full-time.

13.06 Method of Making Appointments

In making staff changes, promotions or transfers, appointments shall be made of the applicant having the required qualifications. The successful applicant shall be placed on a trial period and, conditional on satisfactory service, the position will be declared permanent for the employee after three (3) months, with a three-month extension if it is felt to be necessary. In the event that the successful applicant proves to be unsatisfactory in the position during the trial period, or if the employee is not satisfied with the position during the trial period, the employee shall be returned to the former position, wage or salary rate without loss of seniority. Any other permanent employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position, wage and salary rate without loss of seniority.

As between two (2) or more applicants who have the ability to do the job and meet the qualifications for the position, and are relatively equal as to relevant experience, knowledge, education and skills, the applicant with the most seniority shall be given the position.

An employee who has been successful in a job competition must, before applying for another position, remain in the position for a minimum period of either:

- (a) six (6) months from the date of appointment, or
- (b) the balance of the school year, that is, ending August 31st,

whichever is greater. This provision shall not apply in the case of a promotion (including an increase in hours), or a permanent employee who was or *is* presently in a temporary assignment, or if there is mutual agreement between the employee, the Local Union President or designate, and the Senior Manager of Human Resources.

13.07 Debriefing

Any unsuccessful applicants who have higher seniority standing than the successful applicant will be informed in writing of the reasons for not being selected within ten (10) working days of the selection of the successful applicant. The Union President will receive a copy of any such letters.

13.08 Exchanges

Exchanges between employees, within the same classification, may be considered by the Board if:

- (a) Notice of the proposed exchange has been circulated
- (b) Employees with seniority are given preference.
- (c) The exchange is mutually agreed upon by the employees involved in the exchange, and this agreement is communicated in writing to the Senior Manager of Human Resources.

Employees who exchange shall have a thirty (30) consecutive working day trial period commencing from the first day of work in the new position. During this time, if either of the employees or the Board are not satisfied, then the employees shall return to their former position as soon as is practicable.

ARTICLE 14 - LAY-OFF AND RECALL

14.01 Lay-offs shall be based on seniority, subject to the right of the Employer to retain a junior employee if the senior employee does not have the skills required for the work available. The most junior employee in the occupational group at the **worksites** shall be laid off first (subject to the foregoing proviso), and, similarly, employees shall be recalled from lay-off in the reverse order of their seniority in the occupational group provided that they have the skills required for the work available.

14.02 No new employees will be hired until those laid off have been considered for recall under paragraphs 14.07 and 14.08.

14.03 Notice of Lay-off

The Employer shall notify the Union and the employees who are to be laid off thirty (30) calendar days prior to the effective date of the lay-off. An employee who has not had the opportunity to work the days as provided in this Article shall be paid for the days for which work was not made available. In addition, the Employer shall continue to pay its share of benefit premiums for the duration of the notice period.

14.04 Definition of Lay-off

A lay-off shall be defined as the elimination of a position (either temporarily or permanently), or any reduction in regular weekly hours.

- 14.05 No employee working in a permanent position shall be laid off where a casual or temporary employee is filling a temporary position/vacancy, except where the permanent employee is either unable or unwilling to perform the duties of the temporary position.
- 14.06 An employee in receipt of notice of lay-off may choose, within two (2) working days of receipt of the notice,
- (a) to accept the lay-off; or
 - (b) to opt to retire; or
 - (c) displace the most junior employee in a position in the same occupational group at the same hours and in the same salary classification in the following sequence (see Appendix "C"):
 - (i) within their family of schools
 - (ii) within the next family of schools
 - (iii) within the next family of schools.Selection of (i), (ii) or (iii) is at the choice of the employee.
 - (d) failing sufficient seniority to bump under (c) above, displace the most junior employee in a position in the same occupational group at higher hours and in the same salary classification, in the following sequence (see Appendix "C"):
 - (i) within their family of schools
 - (ii) within the next family of schools
 - (iii) within the next family of schools.Selection of (i), (ii) or (iii) is at the choice of the employee.
 - (e) failing sufficient seniority to bump under (d) above, displace the most junior employee in a position in the same occupational group at lower hours and in the same salary classification, in the following sequence (see Appendix "C"):
 - (i) within their family of schools
 - (ii) within the next family of schools
 - (iii) within the next family of schools.Selection of (i), (ii) or (iii) is at the choice of the employee.
 - (f) failing sufficient seniority to bump under (e) above, displace the most junior employee in a position in the same occupational group on a Board-wide basis, in the following sequence:
 - (i) at the same hours in the same salary classification; or
 - (ii) higher hours in the same salary classification; or
 - (iii) lower hours in the same salary classification; or
 - (iv) at the same hours in a lower salary classification; or
 - (v) higher hours in a lower salary classification; or
 - (vi) lower hours in a lower salary classification.
 - (g) an employee who exercises their rights under 14.06 (c) to (f) must remain in the position for a minimum period of either:
 - (i) six (6) months from the date of appointment, or
 - (ii) the balance of the school year, that is, ending August 31stwhichever is greater.
- 14.07 All permanent employees on lay-off shall have the opportunity of recall, subject to their ability to perform the duties of the job, before any casual/temporary employees are hired. An employee who has been recalled to such temporary vacancy/posting shall not be required to accept such recall and may instead chose to remain on lay-off. Employees shall be recalled to temporary positions in order of seniority.

14.08 The Senior Manager of Human Resources shall notify the employee of a recall opportunity by telephone, at the last phone number on record with the Board. In this regard, the employee is solely responsible for ensuring that the proper and most current telephone number and mailing address is on record with the Board. The employee shall be advised of the job to which they are eligible for recall and the date that they will be expected to report to work if the recall is accepted. When contacted by phone, the employee has twenty-four (24) hours to accept or decline the recall opportunity. When the employee cannot be reached by telephone, the recall offer shall be sent by external courier. The employee has twenty-four (24) hours from delivery to accept or decline the recall opportunity. If the employee does not contact the Employer within the twenty-four (24) hour period, they are deemed to have refused the recall opportunity.

Three (3) refusals to recall opportunities to permanent jobs within the three (3) families of schools from which the employee was laid off (the employee's geographic region – see Appendix C) shall result in removal from the recall list and loss of seniority.

14.09 It is understood and agreed that the summer, Christmas and March break periods, for employees whose work requirements are for less than a school year, do not constitute a lay-off within the meaning of this Article.

14.10 Redeployment Committee

In any situation involving lay-offs, where notice is given under paragraph 14.03, the Employer and the Union will work together, under the auspices of the Joint Labour/Management Committee, to minimize lay-offs through exploring, identifying and implementing (where feasible) attrition opportunities such as possible early retirements, unpaid leave, job sharing, voluntary lay-offs, etc.

In this regard, it is understood that the obligation to convene a Redeployment Committee meeting would not normally arise in lay-offs related to the EA placement process, or lay-offs involving fewer than 5.0 FTE, but would normally arise in any lay-off(s) involving the elimination of a job category.

When the Redeployment Committee is convened, the Employer will provide the Committee with all pertinent staffing and financial information.

ARTICLE 15 – TRANSFERS

15.01 Transfers to and from Supervisory Positions

- (a) If a Bargaining Unit member is transferred or appointed to a position outside the scope of the Bargaining Unit, such employee shall, if they are later transferred or appointed back into the Bargaining Unit within twelve (12) months of the original transfer/appointment, retain the seniority which they held at the time of the transfer or appointment out of the Unit.
- (b) Employees who have always been excluded from the Bargaining Unit and at some time are transferred to a position within the Bargaining Unit shall be given seniority dating only from the date of transfer to the Bargaining Unit.

15.02 Temporary Transfers to Higher-Rated Positions

In the event that a permanent employee is asked to temporarily replace another employee in the bargaining unit in a higher salary group, and this temporary transfer continues for a period of more than one (1) day, the employee shall be paid in the higher salary group range, at the closest step above their current hourly rate, for the entire period worked in such position.

15.03 Transfers to Lower-Rated Positions

- (a) In the case of voluntary transfer to a position in a lower salary group, the rate of pay will be decreased to the appropriate step, based on experience, of the salary group range of the position to which the employee is transferred.
- (b) In the event that an employee is transferred by the employer to a position in a lower salary group, the employee's rate of pay shall not be reduced to the lower rate until after thirty (30) working days.

15.04 Temporary Transfers to Out-of-Scope Positions

Where no Head Custodian is present in a secondary school for a period of more than one (1) day, the Lead Custodian shall assume the duties of the Head Custodian on a temporary basis and shall receive the Elementary Head Custodian rate of pay. Where no Lead Custodian is available, the position and rate shall be offered to the other custodians at the affected work location in order of seniority. This provision shall not apply during the months of July and August.

In the event that a permanent employee is formally asked to fully replace an employee in the Middle Management Group, and this temporary transfer continues for a period of two (2) days or more, the employee shall be paid an hourly premium of \$3.00, in addition to their regular hourly rate.

ARTICLE 16 - HOURS OF WORK

- 16.01 The Employer does not guarantee to provide work for normal hours or for any other hours.
- 16.02 The normal hours of work on a regularly scheduled work week for full time Custodial/Maintenance employees shall be forty (40) hours per week, working five (5) days of eight (8) hours each, Monday to Friday inclusive.
- 16.03 Custodial/Maintenance staff whose normal working hours are outside of the normal "day shift" shall work the day shift on all days which are non-instructional (e.g. school break periods, PA days). If there are community or other activities requiring the availability of staff in the evening, volunteers from the Custodial staff will be requested to cover those hours. If volunteers are not available, staff normally assigned to the facility will be designated to cover the hours.
- 16.04 For those employees who are scheduled to work over the summer period, it is understood and agreed that flexible hour arrangements for the summer may be implemented under the auspices of the Joint Labour Management Committee (paragraph 8.02). It is understood that any such program would be agreed upon prior to March 31st of each year.
- 16.05 Time and one half (1 ½) shall be paid for all work performed on Monday to Friday over and above eight (8) hours per day or forty (40) hours per week. All time worked on Saturday will be paid at the rate of one and one half (1 ½) times the rate of pay for all hours worked. Doubletime shall be paid for all work performed on Sundays and Statutory Holidays.
- 16.06 Permanent part-time employees who are asked to work more than their regularly scheduled hours shall be paid at their regular rate for hours up to eight (8) hours per day or up to forty (40) hours per week, but at the appropriate overtime rate for any hours in excess thereof.
- 16.07 An employee will not be permitted to work overtime except with the prior approval of the Operations Supervisor or Maintenance Supervisor (as appropriate).
- 16.08 Overtime opportunities shall be equitably divided among those employees at a worksite who normally perform such work.

16.09 Time off in Lieu

If an employee requests time off in lieu of payment for overtime and this request is approved by the Supervisor, the time off shall be based on the appropriate overtime rate for each hour worked.

Lieu time may be accumulated, with the time off to be scheduled and taken at a time mutually agreeable to the employee and the immediate supervisor.

Provided sufficient notice is given, requests to take lieu time shall not be unreasonably denied.

16.10 No Lay-off to Compensate for Overtime

Employees shall not be laid-off during regular hours in order to equalize any overtime worked.

16.11 Emergency Call-in

Where an employee is called back to work after completing a shift, the employee shall be paid the applicable overtime rate for a minimum of three (3) hours. Where a call-back occurs on a Saturday, Sunday, or Statutory Holiday, the employee shall be paid the applicable overtime rate for a minimum of three (3) hours, calculated from the time they leave their residence.

16.12 Scheduled Call-in

A minimum of three (3) hours at the applicable overtime rate or the actual time worked at the applicable overtime rate, whichever is greater, will be paid for overtime call-in work which is scheduled in advance.

16.13 Except where otherwise expressly permitted by a Superintendent, all authorized overtime must be worked on Board premises.

16.14 No Duplication

Overtime payment set forth in this Agreement shall not be duplicated, in whole or in part, for the same hours worked.

16.15 Rest Periods

Except in emergency situations and/or in the case of unexpected staffing circumstances, employees working six (6) hours a day or more will be allowed two (2) fifteen (15) minute rest periods. Employees working more than three (3) hours and less than six (6) hours will be allowed one (1) fifteen (15) minute rest period.

16.16 Lunch Break

No employee shall be required to work longer than five (5) consecutive hours without an unpaid, uninterrupted lunch period of at least thirty (30) minutes.

ARTICLE 17 - PAID HOLIDAYS

17.01 Each full-time probationary and permanent employee shall be paid a sum equivalent to the employee's current daily rate of pay (or part thereof in the case of a half-day holiday, or in the case of a probationary employee who has not met the *Employment Standards Act* qualifying period) for the following holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day

- Canada Day
- Civic Holiday
- Labour Day
- e Thanksgiving Day
- Half-day prior to Christmas
- Christmas Day
- Boxing Day
- e Half-day prior to New Year's Day
- Float Day
- Any other day declared or proclaimed as a statutory holiday by the Ontario or Federal government

provided the employee has completed his/her last scheduled working day before the holiday and first scheduled working day after the holiday, or submits appropriate evidence to the Senior Manager of Human Resources, in support of not being at work on those days.

NOTE: The date of the Floating Holiday shall be at the employee's discretion, subject to a minimum of two (2) weeks' notice to the immediate supervisor. The float day may not be carried forward from year to year.

- 17.02 Part-time employees will receive their normal rate of pay for the hours that would have been worked had it not been a holiday. Employees not scheduled to work in the school summer vacation period will not be paid for any of the holidays falling within that period.
- 17.03 Where any of the listed holidays falls on a Saturday or a Sunday, the holiday shall normally be observed on the Friday or the Monday (respectively), provided this does not interfere with scheduled teaching days.

ARTICLE 18 - VACATIONS

- 18.01 Every regular full-time employee shall be granted an annual vacation based on their term of service at their anniversary date in accordance with the following schedule:

Effective September 1, 1999:

- 2 weeks after the completion of one year of service
- 3 weeks after the completion of four (4) years of service
- 4 weeks after the completion of ten (10) years of service
- 5 weeks after the completion of seventeen (17) years of service

plus one additional day for each completed year of service from twenty-one (21) years to twenty-five (25) years, to a maximum of five (5) additional days.

- 18.02 Calculation of vacation pay shall be at the rate effective immediately prior to the vacation period and for the number of hours worked by the employee.
- 18.03 An employee shall have the right to carry forward a maximum of two (2) weeks vacation (non-cumulative) from one year to the next.
- 18.04 If a statutory holiday falls within the employee's holiday period, another day ~~off~~ with pay shall be granted contiguous with the vacation period or otherwise at a mutually agreeable time.
- 18.05 Subject to the provision of satisfactory documentation, where an employee is admitted to hospital during vacation, the time spent in hospital shall convert to sick leave and the vacation shall be rescheduled.
- 18.06 Vacation schedules must be approved by the immediate supervisor, at least two months in advance, and are subject to system staffing needs.

- 18.07 In the event of conflict in proposed vacation times, consideration shall be given to the employee(s) with greater seniority.
- 18.08 When an employee resigns, is laid off or dismissed, pay shall be received in lieu of earned vacation. This shall be calculated as a percentage of gross pay for the current calendar year, in accordance with years of service.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Special Leave of Absence

A Special Leave of Absence may be granted, without pay and without loss of seniority, for one (1) term/semester or greater, to a maximum of one year to any employee, upon written request to the Senior Manager of Human Resources (copy to the immediate supervisor), for good and sufficient cause. The leave request shall specify the requested start and end date of the leave. In exceptional circumstances, and at the sole discretion of the Director or designate, such leave may be extended by a maximum of one year. There shall be no seniority accrual during a second year of Special Leave.

Employees are entitled to continue group benefits participation, at their own expense, for the duration of the Special Leave of Absence.

19.02 Bereavement Leave

An employee shall be granted up to five (5) days leave of absence with pay and without deduction from sick leave in the case of the death of a parent, spouse and/or child. An employee shall be granted up to three (3) days leave of absence with pay and without deduction from sick leave in the case of the death of a sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and fiancé(e). One (1) day with pay and without deduction from sick leave shall be granted in the case of the death of an aunt, uncle or grandparent-in-law and, in the case of a close personal friend, up to one (1) day shall be granted to attend the funeral.

It is understood that "spouse" includes legally recognized spousal equivalents.

At the discretion of the Director, or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement. In exceptional cases, at the sole discretion of the Director, additional days may be granted, on a paid or unpaid basis, in relation to a bereavement. Any such days shall not be charged against sick leave, nor against Compassionate/Personal Leave.

Temporary employees, after the completion of three (3) consecutive months in a position, shall be entitled to bereavement leave, as defined above.

19.03 Quarantine, Jury and Witness Duty

- (a) Leave, without loss of pay, benefits or deduction from sick leave shall be granted to an employee who, because of exposure to a communicable disease, is quarantined or otherwise prevented by order or recommendation of the medical health authorities from attending to his or her duties.
- (b) Employees shall be granted leave, without loss of pay, benefits or deduction from sick leave, to serve as a juror or when subpoenaed as a witness, including a Coroner's Inquest, in any proceeding to which the employee is not a party, provided the employee pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and living expenses.

- (c) Where an employee in the employ of the Board is charged with an offence directly related to the employee's employment, the employee shall not suffer a loss of pay for the time spent in court under a summons.

19.04 Pregnancy Leave

Pregnancy Leave shall be granted to any employee, having completed her probationary period, on the following basis:

- (a) Such an employee is entitled to seventeen (17) weeks of unpaid leave of absence for pregnancy which may be extended up to two (2) years upon request.
- (b) An employee who qualified for pregnancy leave cannot be terminated or laid-off because of her pregnancy.
- (c) This leave may commence at any time during the seventeen (17) weeks prior to the estimated date of delivery.
- (d) An employee must receive six (6) weeks leave after the date of actual delivery. A shorter period of time may only be granted with the approval of her physician.
- (e) An employee must give two (2) months' notice in writing of the intended dates of the leave, together with the medical certificate estimating the date of delivery.
- (f) When the employee returns to work, the Employer must reinstate her to the same job at the same wages. If her original job is not available, she will be assured of reinstatement to a comparable job, subject to Article 14, Lay-off and Recall.
- (g) While on pregnancy/parental leave an employee shall continue to accumulate seniority. During pregnancy/parental leave, an employee may continue to participate in the pension plan, life insurance plan, extended health plan and the dental plan, during which time the Employer shall continue to pay its portion of the costs of the employee's benefit coverage according to this Agreement, unless the employee elects, in writing, not to do so.
- (h) A request to extend the period of leave shall be submitted at least two (2) weeks prior to the original termination date of the leave.

19.05 Parental Leave

Parental Leave shall be granted, upon written request to the Senior Manager of Human Resources (copy to the immediate supervisor), in accordance with the provisions of the *Employment Standards Act*.

19.06 Adoption Leave

An employee adopting a child, who does not take Parental Leave in accordance with paragraph 19.05 shall be entitled to three (3) days of Adoption Leave, without loss of pay, benefits or deduction from sick leave.

19.07 Compassionate/Personal Leave

- (a) For full-time employees, leaves of absence for other than personal illness may be granted without reduction of salary up to a total of five (5) days per year as per 19.07 (b), subject to approval of the Employer. It is understood that the total number of days for paid Compassionate/Personal Leave shall not exceed five (5) days per year. If the employee is refused leave by the Employer, the employee has the right to appeal to the Director of Education. This leave of absence is not cumulative. Part-time employees shall be granted up to a total of two (2) days per year under this paragraph.

- (b) The Employer shall grant Compassionate/Personal Leave for:
1. Attending to the needs of an ill or injured member of the immediate family.
(Immediate family refers to son, daughter, spouse or any relative for whom the employee bears special responsibilities)
 2. Accompanying an immediate family member to a doctor's office or hospital.
 3. Needs directly related to the birth or adoption of a child.
 4. Attending a wedding, either:
 - (a) the employee's;
 - (b) the wedding of an immediate family member, as defined in 1. above; or
 - (c) where the employee is part of the wedding party, to a maximum of two (2) days.
 5. Attending graduation exercises, either:
 - (a) the employee's, or
 - (b) the graduation of an immediate family member, as defined in 1. above.
 6. Writing an examination from a post-secondary institution, including one-half day before the exam.
 7. Moving the employee's principal residence up to one (1) day per occurrence.
 8. Legal appointments, up to one (1) day per occurrence.
 9. Municipal business, up to one (1) day per occurrence.
 10. For the observance of Holy Days for a religion which is recognized in the Marriage Act as being "permanently established both as to the continuity of its existence and as to its rights and ceremonies."
 11. Acting as a pallbearer at a funeral for which the employee is not eligible for a Bereavement Leave under 19.02.
 12. Attending an IPRC meeting for the employee's son or daughter.

NOTE: Employees shall attempt to schedule appointments in such a way as to minimize the absence.

- (c) Absences arising from 19.07 (a) and (b) will be charged against sick leave credits.
- (d) Leaves of absence may also be granted, by the Director or designate, for Compassionate/Personal Leave with pay, for reasons other than those provided for in 19.07 (b).
- (e) The Employer may grant additional Compassionate/Personal Leave, without pay, to a maximum of two (2) days per year.
- (f) When requesting a Personal/Compassionate Leave, an employee shall obtain the Employer's approval, and complete the Employer's Personal Leave log at the school/worksite.

19.08 Leave for Union Functions

Subject to reimbursement from the Union to the Employer for the cost of pay and benefits, and upon request to the Employer, an employee elected or appointed to represent the Union at conventions, seminars, or conferences, or to take part in CUPE-sponsored training programs, shall be allowed leave of absence with pay and without loss of benefits. Seniority shall continue

to accrue during such leave. The President of CUPE Local 997 shall forward to the Senior Manager of Human Resources, such requests, a minimum of two (2) weeks in advance of the event. Such requests will not be unreasonably denied.

19.09 Leave for Union Office

An employee who is elected or appointed to Union office shall be entitled to an unpaid leave of absence, part-time or full-time, for the term of office. Seniority shall accrue during such leave, and group benefits participation may continue, at the employee's own expense. The leave may be terminated by the employee with two (2) months' written notice.

19.10 Leave for Public Service

- (a) An employee who is elected as an MPP or MP shall be entitled to a full-time unpaid leave of absence, for the term of office, to a maximum of five (5) years. Seniority shall not accrue during such leave; group benefits participation may continue, at the employee's own expense. The leave may be terminated by the employee with two (2) months' written notice.
- (b) An employee who is elected to Public Office, other than specified in (a) above, shall be granted unpaid leave, full or part-time, appropriate to the needs of the office. Seniority shall accrue during such leave; group benefits participation may continue, at the employee's own expense, pro-rated appropriately in the case of part-time leave. The leave may be terminated by the employee with two (2) months' written notice.

19.11 Self-Funded Leave Plan

- (a) This plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay, by spreading salary over a longer period of time (example: 4 years' salary over 5 years). The maximum period for a self-funded leave plan shall be six (6) years.
- (b) Any employee with one (1) year of service with Trillium Lakelands District School Board is eligible to apply.
- (c) Application shall be made, in writing, to the Director or designate on or before March 15, with a copy to the Bargaining Unit President and the immediate supervisor.
- (d) Written acceptance or denial of the employee's request, with explanation, shall be forwarded to the employee by April 15. An individual Self-Funded Leave Agreement shall be completed by June 30.
- (e) The salary and any accrued interest shall be paid to the employee in the manner specified in the Self-Funded Leave Agreement governing the leave plan of that employee.
- (f) The individual self-funded leave accounts shall be administered and invested by the Superintendent of Business. The rate paid on the funds shall not be less than the investment rate that is available on the Board's general revenue bank account. Prior to October 31, the Employer shall provide each plan participant with a personal statement of account detailing transactions for the year ending August 31 including interest earned for the year.
- (g) While on self-funded leave:
 - (i) the employee is entitled to participate, at the employee's own expense, in the insured benefit coverage as outlined in Article 22;
 - (ii) Pension Plan contributions shall be continued, at the employee's own expense;

- (iii) sick leave credits shall be retained but shall not accumulate.
- (h) An employee returning from a self-funded leave to active employment shall be reinstated to the position which the employee held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the employee's return to active employment is subject to Article 14 - Layoff and Recall.
- (i) Should an employee die, resign from the Board, be laid-off under Article 14 - Layoff and Recall, or decide to withdraw from the plan, the Employer shall pay to the employee's Estate or to the employee, as the case may be, within sixty (60) days, the amount of salary withheld up to that time along with any accrued interest.
- (j) An employee who is approved for self-funded leave on or after January 1, 2002 and subsequently withdraws, shall be subject to a two-hundred dollar (\$200.00) administrative fee. This fee may be waived by the Superintendent of Human Resources if there are extenuating circumstances which cause the employee to withdraw from the plan.
- (k) These self-funded leave provisions are subject to Revenue Canada requirements.

19.12 Family Medical Leave

An employee shall be eligible for Family Medical Leave, in accordance with the *Employment Standards Act, 2000*.

ARTICLE 20 - SICK LEAVE

- 20.01 For the purposes of this Article, "full-time" is as specified in paragraph 16.02.
- 20.02 Effective September 1, 1999, each full-time member of the Bargaining Unit shall be eligible for sick leave credits of two (2) days for each unbroken month of service with the Board, such sick leave credits to be cumulative to a maximum of two hundred and seventy (270) days and to be usable from the end of the probationary period. Each employee scheduled to work less than full-time hours shall be entitled to sick leave credits equal to the ratio of hours worked to full-time hours as a portion of the entitlement set out in this paragraph. Employees scheduled to work for the school year only will not be entitled to sick leave credits for July and August. Similarly, employees who commence employment during the school year shall have their annual sick leave entitlement appropriately **pro-rated**.
- 20.03 An unbroken month of service, for the purposes of paragraph 20.02, shall be one where an employee is employed on all working days in the month and is not absent from duties other than on account of Board-paid:
 - (a) illness
 - (b) accident or illness recognized for WSIB purposes
 - (c) authorized short term absences, e.g. bereavement (paragraph 19.02), personal/compassionate leave (paragraph 19.07), union business (paragraph 7.03 and 19.08), scheduled vacation (Article 18).
- 20.04 A record shall be maintained of each employee's credited and accumulated sick leave, and each employee will be advised annually, in writing, of their total sick leave accumulation. For employees whose regular work year is eleven (11) months or less, the annual sick leave statement shall be forwarded by November 1st of each year. For twelve (12) month employees, the statement shall be forwarded by March 15th.
- 20.05 Each eligible employee under paragraph 20.02 shall be entitled to receive their full rate of pay for any time lost due to illness for the number of normally scheduled hours on the day of absence to the full extent of their sick leave credit at the time of such absence. The number of days of

absence due to illness or for preventative medical or dental care shall be deducted from the employee's sick leave credits. Employees shall attempt to schedule appointments in such a way as to minimize the absence.

20.06 Medical Certificate

- (a) If an absence due to illness/injury extends beyond three (3) consecutive work days, an employee shall provide a medical certificate from a duly qualified medical or dental practitioner, if requested.
- (b) For longer absences, in extenuating circumstances, and/or as part of the Employer's attendance management program, the Director (or designate) may require a medical certificate. This medical documentation shall indicate:
 - (i) that the employee is able to return to work on a full-time basis without restrictions;
 - (ii) that the employee is able to return to work, with the nature and duration of any work restrictions described; or
 - (iii) that the employee is unable to return to work, and where possible, the date of the review of his/her patient's status.

The Employer shall reimburse the employee for the cost, if any, of the medical certificate.

20.07 Sick Leave Retirement Gratuity

For all members of the Bargaining Unit who were eligible for a sick leave retirement gratuity as of August 31, 1999, such gratuity entitlement shall be retained as per the applicable Collective Agreement with the predecessor Board, provided that there shall be no further sick leave accrual for retirement gratuity purposes after that date, other than for the purpose of maintaining the August 31, 1999 entitlement. For all Bargaining Unit members hired after August 31, 1999, there shall be no retirement gratuity entitlement.

20.08 S.U.B. Plan

(a) Pregnancy Leave

For pregnancy leave only, the Board will pay a Supplementary Unemployment Benefit (S.U.B.) for employees eligible for E.I. The top-up will provide for one hundred percent (100%) of the employee's regular salary for the two (2) week waiting period, and the difference between what an employee received from E.I. and their regular wage for a maximum of a further six (6) week period. To receive pay, the employee must provide the Board with verification of the approved E.I. claim, indicating the amount of E.I. paid to the employee. An application for pregnancy leave, as well as a medical certificate identifying the expected date of birth, is required prior to the employee taking their leave. On receipt of this information, the Board will process a lump sum payment for the top-up of benefits owing to the employee. The top-up payment from the Board will be payable to the employee only for those days during the two (2) week waiting period and the six (6) week top-up period which fall on regular school days (maximum forty (40) days).

If not eligible for E.I., the employee will be entitled to regular compensation from their sick leave bank, if requested, for a maximum of thirty (30) work days (or as otherwise determined by medical evidence).

(b) Parental Leave

An employee granted a parental leave pursuant to this Article shall be compensated by the Employer under an Employment Insurance Commission of Canada (EIC) approved supplementary unemployment benefit plan for the two (2) week waiting period under EIC at a weekly rate equal to ninety-five (95) percent of the EIC weekly insurable earnings for the ten (10) day period provided that the employee:

- (i) is eligible for parental leave benefits under EIC laws and regulations; and
- (ii) makes a claim to the Employer on a form to be provided indicating the weekly amount payable by EIC.

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 ten (10) month employment).

20.09 Workplace Safety and Insurance Act

An employee prevented from performing the employee's regular work with the employer on account of an occupational accident that is recognized by the *Workplace Safety and Insurance Act* as compensable within the meaning of the *Insurance Act*, shall receive from the employer the difference between the amount payable by the *Workplace Safety and Insurance Act* and the employee's regular salary. Such difference shall be chargeable to the employee's sick leave account. If sick leave credits have been exhausted at the beginning of or during an absence covered by the *Workplace and Safety Insurance Act*, the employee shall be paid the regular Workplace Safety and Insurance rate by and at the discretion of the *Workplace Safety and Insurance Act*.

The Employer shall provide each employee filing a Form 7 with a notice advising the Employee of the name and contact number(s) of the Employer's and Union's WSIB representative(s).

ARTICLE 21 – WAGE RATES & METHOD OF PAY

- 21.01 All employees in the Bargaining Unit shall be paid wages in accordance with Appendix " A , which is attached hereto and which forms part of this Collective Agreement.
- 21.02 Wages shall be paid by direct deposit into each employee's account at a financial institution which has capabilities for electronic funds transfer.
- 21.03 Employees will be paid bi-weekly on Thursday, except where a statutory holiday falls from Monday to Thursday of that week, in which case the pay date shall be the Friday of that week. Effective September 1, 2006, employees will be paid bi-weekly on Friday.
- 21.04 Each employee shall be provided with an itemized statement of the wages and deductions associated with each pay. Timesheet amendments shall be communicated to the affected employees.
- 21.05 Temporary employees shall be paid the probationary rate of the lowest salary Band in this agreement for their first 25 days of work. Commencing with the 26th day of work the rate of pay shall be the probationary rate of the position being filled. In the case of a temporary long term assignment, temporary employees shall be paid the probationary rate of the lowest salary Band in this agreement for their first 14 consecutive days of work. Commencing on the 15th consecutive day of work the rate of pay shall be the probationary rate of the position being filled, retroactive to the first day.
- 21.06 Full time or part time employees filling a temporary assignment will receive the rate of pay for the job, based on the job classification and the appropriate grid step.
- 21.07 Part-time employees shall receive the wages specified in this Agreement on a pro-rata basis.
- 21.08 Effective January 1, 2006, Maintenance III employees who posses two (2) or more of the following trade tickets in any combination of the following different disciplines:
 - Electrician
 - Maintenance Gas Fitter

- Gas Fitter II
- Oil Burner Technician II
- Plumber
- Refrigeration and Air Conditioning Mechanic

all licensed in the Province of Ontario, shall receive an hourly market adjustment of \$4.50 in addition to their regular hourly rate.

ARTICLE 22 - GROUP BENEFITS

- 22.01 The Group Benefits Program for all eligible members of the Bargaining Unit shall be as set out in Appendix "B" of this Agreement, subject to the details set out below.
- 22.02 The Employer shall pay 100% of the premium costs associated with the Extended Health Program and Basic Life and AD&D coverage.
- 22.03 The Employer shall pay 75%, and eligible employees shall pay 25%, of the premium costs associated with the Dental Plan.
- 22.04 Eligible employees shall pay 100% of the premium costs associated with the Long Term Disability Program and Optional Life coverage.
- 22.05 Participation in the Basic Life, AD&D, Long Term Disability, Extended Health and Dental Program is a condition of employment for all eligible employees. With the exception of Life and AD&D coverage, an employee on an approved leave of absence of greater than one month may opt out of the Group Benefits Program.
- 22.06 Notwithstanding 22.05 above, participation in the Long Term Disability program is not mandatory for those who had not opted into the program prior to April 1, 2000.
- 22.07 Sick leave credits are not available to augment benefits from Long Term Disability.
- 22.08 Part-time employees (as defined in Article 11) do not participate in the group benefits program. Note: Any part-time employee who has been participating in the prior benefit program as of February 22, 2000 may continue to participate in the new program.
- 22.09 Upon request, the Employer shall provide the Union on an annual basis with all pertinent information regarding group insurance and extended health and dental benefit plans. This shall include each master contract with the benefits carrier(s), and any other contracts with consultants or other benefits service providers. It being understood that group benefits for Bargaining Unit members are pooled for experience rating purposes with other employee groups, any valuation or utilization information which is provided will be limited to the CUPE Bargaining Units only.
- 22.10 It is agreed that the employees' share of the EI premium reduction rebates have been credited to the Board in relation to the SUB program, effective January 1, 2003.

ARTICLE 23 – GENERAL

23.01 Mileage

In respect of any travel on Board business which is required and authorized by the Board, employees shall be entitled to claim a mileage allowance, in accordance with Board Policy/Administrative Procedure.

23.02 Health & Safety

The parties hereto recognize their responsibilities under the *Occupational Health & Safety Act*, and hereby acknowledge that the role, responsibilities and obligations of the Joint Health and Safety Committee shall be as defined in its Terms of Reference.

- 23.03 For employees in the Maintenance Department, an annual safety boot allowance of \$175 shall be provided effective September 1, 2006. The specified amount shall be paid in the form of an allowance. Safety shoes will be worn by all Maintenance employees as a condition of employment.

ARTICLE 24 - DISCHARGE, SUSPENSION AND DISCIPLINE

24.01 Warning

Whenever the Employer deems it necessary to warn an employee in a manner indicating that dismissal or discipline may follow any repetition of the act complained of or omission referred to, or may follow if such employee's work is not brought up to a required standard by a given date, the employer shall, within five (5) working days thereafter, give written particulars of such warning to the employee involved with a copy to the President of CUPE Local 997.

Where the Employer intends to interview an employee for disciplinary purposes the Employer shall so notify the employee and the President of CUPE Local 997 in advance of the interview, to ensure that the employee is aware of the right to have Union Representation at such meeting, and any subsequent meetings.

24.02 Discharge Procedures

An employee who has completed his probationary period may be dismissed only for just cause and only upon the authority of the Employer. When an employee is discharged or suspended, a copy of the letter to the employee stating the reasons shall be forwarded to the President of CUPE Local 997 within five (5) working days.

24.03 Personnel Files

Employees shall have access to their personnel files in the presence of the Superintendent of Human Resources or designee, at a mutually agreed time and location. Upon request, employees will be given a copy of items in their files. There shall be one official personnel file for each employee and such official file shall be maintained in the Human Resources Department.

It is understood that should there be mutual agreement between the Superintendent of Human Resources or designee and the employee that an item in the file is inaccurate, the item shall be corrected. It is further understood that should there be no mutual agreement between the employee and the Superintendent of Human Resources or designee, the employee shall have a right of reply to the item which he/she believes is inaccurate. The written reply shall form part of the employee's official personnel file.

Where a minimum of two (2) years have elapsed since the recording of a disciplinary notation on an employee's file resulting from an employee's inappropriate interaction with students, the employee may request that such disciplinary notation be reviewed. Requests shall be made to the Superintendent of Human Resources, who may remove the disciplinary notation from the file provided the personnel file has been free of any written warning or disciplinary action during the intervening period. A request for removal shall not be unreasonably denied.

Letters of reprimand and/or suspension will be removed from the record of an employee two (2) years following the receipt of such letter and/or suspension, provided the personnel file has been free of any written warning or disciplinary notation during the intervening period. The Employer shall not rely on the removed documentation for the purpose of any future proceedings (if any),

provided that the Union and/or the employee makes no claim that the employee has never been subject to disciplinary action.

- 24.04 It is understood that counseling regarding job performance and/or the performance appraisal process (including debriefing) is not considered "disciplinary" for the purpose of this Article.

ARTICLE 25 – BARGAINING UNIT SECURITY

- 25.01 The Employer undertakes that there will be no expansion of contracting out of School Custodial Services, without the consent of the Union.
- 25.02 The Union acknowledges the existing arrangements for the contracting of services such as grass-cutting, landscaping, painting and snow-plowing, as well as the Employer's need to rationalize the delivery of such services across the new District School Board; the Employer, for its part, undertakes that, if such services are to be provided on a contract basis, as is currently done in Areas 3 and 4, this shall be accomplished, as much as possible, through attrition.
- 25.03 Both parties acknowledge the significant roles which can be played by volunteers within the school system; it is understood, however, that no permanent Employee will be laid-off, or have their hours of work reduced, as a result of the use of volunteers.
- 25.04 Except as otherwise agreed by the parties, Bargaining Unit work shall not be done under the auspices of the "Ontario Works" (workfare) or similar programs.
- 25.05 Both parties recognize the importance of providing work opportunities for students under the various programs which are available from time-to-time (eg. OYAP, SEED, Co-op, etc.). Participation by the Board in such programs will be discussed with the Union and would be on the basis that students would not replace Bargaining Unit members, in whole or in part. It is understood that this clause does not preclude the hiring of students, on a casual basis, for summer projects.
- 25.06 It is understood by the parties hereto that supervisory duties in relation to persons who are performing "community service" (under the auspices of a probation order), or students (under paragraph 25.05 above) shall be the responsibility of management personnel.
- 25.07 It is understood that, in schools where custodial work is currently performed by Bargaining Unit members, and where part of the facility is made available for an external agency (eg. daycare, Haliburton Theatre), custodial services will normally continue to be provided by Bargaining Unit members.

ARTICLE 26 – PROFESSIONAL DEVELOPMENT

- 26.01 On September 1 of each year, the Board will provide an annual non-cumulative sum of \$16,000 (sixteen thousand dollars) for Professional Development purposes, which fund may be accessed by employees from both the Custodial/Maintenance, and Office Clerical, Technical and Educational Assistants Bargaining Units. The fund shall be administered in accordance with Board Administrative Procedure # HR-4500-AP, as may be amended from time-to-time in consultation with the Union at the Joint Labour Management Committee.
- 26.02 The Secretary of the Fund shall provide the Director (copy to the Superintendent of Human Resources) on an annual basis, but not later than October 1st, with a detailed report on the disposition of these funds for the previous school year.
- 26.03 The balance of the Fund, as at August 31, 2006 shall be carried forward from year to year until such time that it is expended.

ARTICLE 27 - DURATION AND RENEWAL

- 27.01 This Agreement shall be in effect until December 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the provisions of the *Ontario Labour Relations Act*.
- 27.02 This Agreement shall supersede all previous Collective Agreements between the Parties and shall continue in force and effect until such time as it is superseded by a new Agreement under the terms of the *Ontario Labour Relations Act*.
- 27.03 If either Party gives notice of its desire to negotiate in accordance with paragraph 27.01, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement in accordance with the *Ontario Labour Relations Act*.
- 27.04 No changes can be made to this Agreement without the mutual consent of the Parties.

LETTER OF UNDERSTANDING

- between -

**CUPE LOCAL 997,
Office, Clerical, Technical/Educational Assistant Bargaining Unit
(hereinafter referred to as The "Union")**

- and -

**CUPE LOCAL 997,
Custodial/Maintenance Bargaining Unit
(hereinafter referred to as The "Union")**

-and -

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board" or the "Employer")**

Re: Staff Development Fund

A one-time allowance for support staff represented by bargaining agents shall be provided by the Minister of Education. The proportionate share of money for CUPE provided by the Ministry of Education for the Staff Development Fund will be used to support professional development of CUPE members.

The allocation for CUPE members of the total amount received by the Board of \$196,308 for support staff represented by bargaining agents is \$191,535.52.

It is understood that the total amount used shall not exceed the total amount provided by the Ministry of Education.

It is understood that any reimbursements of eligible member professional development expenses made under the Staff Development Fund are non-taxable.

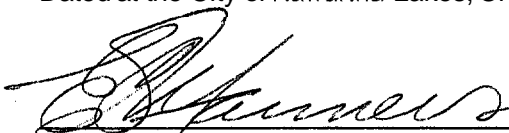
The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

The Parties shall jointly establish reimbursement procedures


Any monies not expended from the fund as of August 31, 2006 shall be allocated to a separate Staff Development Account within the Professional Development Fund outlined in Article 26 of the Collective Agreement. The Joint Labour/Management Committee will be responsible for the allocation of the Staff Development Account for individual and/or group staff development proposals, until such fund is expended.

If any aspect of this Letter of Understanding is in conflict with a direction or guideline from the Ministry of Education concerning the Support Staff Development Fund, the parties shall meet to discuss and resolve the matter.

Dated at the City of Kawartha Lakes, Ontario this 20th day of June, 2006



On behalf of the Employer



On behalf of the Union

MEMORANDUM OF UNDERSTANDING

- between -

CUPE LOCAL 997
(hereinafter referred to as The "Union")

- representing -

THE CUSTODIAL/MAINTENANCE BARGAINING UNIT
(hereinafter referred to as the "Bargaining Unit")

- and -

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board" or the "Employer")

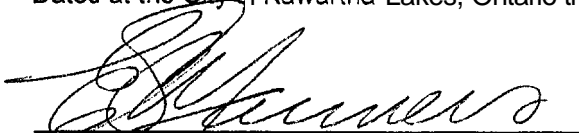
Re: Criminal Reference Checks

WHEREAS Regulation 521/01 of the *Education Act* requires the Employer to conduct criminal reference checks for existing employees, as well as to collect annual offence declarations from employees;

IT IS THEREFORE UNDERSTOOD and agreed that:

1. All reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 shall be stored in a separate and secure location and maintained in a confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Human Resources and the H.R. Department staff, although this does not preclude consultations with appropriate officials under paragraph 2 below.
2. The Trillium Lakelands District School Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the *Education Act* (or any subsequent regulation or law) without the permission of the employee, except for the purpose of considering a recommendation for disciplinary action against the employee or as otherwise required by law. Such consideration may involve only Senior Administration, the Board, legal counsel and/or adjudication advisors of the OESC, as appropriate.
3. The Bargaining Unit may grieve any disciplinary action taken against an employee based on or related to the information that the employee is required to provide to the Trillium Lakelands District School Board pursuant to the requirements of Regulation 521/01 of the *Education Act*, or any subsequent regulation or law.
4. The Board shall consult with the Local regarding any changes to the Board's policy or operating procedure with respect to criminal record checks, as well as any changes the Board makes to the offence declaration form.
5. This Memorandum of Understanding attached to this Collective Agreement, is part of the Collective Agreement and is subject to the Grievance Procedure in Article 9.

Dated at the City of Kawartha Lakes, Ontario this 20th day of June, 2006


On behalf of the Employer


On behalf of the Union

LETTER OF INTENT

- between -

CUPE LOCAL 997
(hereinafter referred to as The "Union")

- representing -

THE CUSTODIAL/MAINTENANCE BARGAINING UNIT
(hereinafter referred to as the "Bargaining Unit")

- and -

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board" or the "Employer")

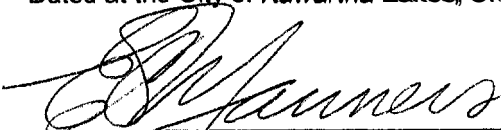
Re: Salary Re-opener

Should the Provincial Government provide additional funding specifically for support staff salaries of up to 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 fiscal years, the increase shall be implemented as follows:

1. If the province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than that predicted in the 2004 provincial budget and inflation as measured by the Ontario CPI (all items) index increased by 2.5% or more during the period September 1, 2005 to September 1, 2006, the percentage increase which would otherwise be effective on September 1, 2006 shall be increased by the percentage amount by which the rate of inflation exceeded 2.5%, up to a maximum of 0.5%.
2. If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than that predicted in the 2004 provincial budget and inflation as measured by the Ontario CPI (all items) index increased by 3% or more during the period September 1, 2006 to September 1, 2007, the percentage increase which would otherwise be effective on September 1, 2007 shall be increased by adding the percentage amount by which the rate of inflation exceeded 3.0%, up to a maximum of 0.5%.

If the Provincial Grant for Student Needs provide additional funding specifically for support staff salaries over and above the 3.0% increase in effect for the period September 1, 2008 to December 31, 2008 the Board shall increase the salaries in effect for these months by the corresponding percentage.

Dated at the City of Kawartha Lakes, Ontario this 20th day of June, 2006



On behalf of the Employer



On behalf of the Union

APPENDIX "A"

CUSTODIAL/MAINTENANCE SALARY GRIDS

Band	Position	EFFECTIVE JANUARY 1, 2006			
		Start	After Probation	After 1 Year	After 2 Years
2	Maintenance I	15.99	16.71	17.42	
3	Custodian	16.15	16.86	17.57	
6	Lead Hand	16.60	17.31	18.02	
8	Head Custodian	16.90	17.64	18.36	
9	Maintenance II	17.10	17.82	18.54	
10	Maintenance III	18.54	19.51	20.47	21.44

Band	Position	EFFECTIVE JANUARY 1, 2007			
		Start	After Probation	After 1 Year	After 2 Years
2	Maintenance I	16.39	17.13	17.86	
3	Custodian	16.55	17.28	18.01	
6	Lead Hand	17.01	17.74	18.47	
8	Head Custodian	17.32	18.08	18.82	
9	Maintenance II	17.52	18.26	19.01	
10	Maintenance III	19.01	20.00	20.98	21.98

Band	Position	EFFECTIVE JANUARY 1, 2008			
		Start	After Probation	After 1 Year	After 2 Years
2	Maintenance I	16.89	17.64	18.39	
3	Custodian	17.05	17.80	18.55	
6	Lead Hand	17.52	18.27	19.03	
8	Head Custodian	17.84	18.62	19.38	
9	Maintenance II	18.05	18.81	19.58	
10	Maintenance III	19.58	20.60	21.61	22.64

APPENDIX "B"

GROUP BENEFITS

LIFE	flat \$80,000
AD&D	flat \$80,000
OPTIONAL LIFE	<ul style="list-style-type: none"> Employee paid Available in units of \$10,000 to a maximum of \$100,000
LONG TERM DISABILITY	<ul style="list-style-type: none"> 100% Employee paid Mandatory for new hires after February 22, 2000
COBRA	\$10/\$20 Deductible (excluding hospital & vision). Nil Co-pay
<ul style="list-style-type: none"> Semi-Private 	Yes, plus Private Convalescent \$10/day. 120 days
<ul style="list-style-type: none"> Drugs 	Pay-direct, \$8 dispensing fee cap, legally requiring a prescription
<ul style="list-style-type: none"> Fertility 	6 month supply, \$2,400 maximum per 24 months
<ul style="list-style-type: none"> Smoking Cessation Vision 	Not covered \$200/24 months per person; effective August 1, 2006 a vision-care program with a maximum of \$275 per 24 month period, including coverage for eye exams with a maximum of \$50 per exam
<ul style="list-style-type: none"> Ambulance & Out-Patient 	Yes
<ul style="list-style-type: none"> Massage 	\$500 per calendar year, \$30/visit maximum
<ul style="list-style-type: none"> Chiropractor 	\$500 per calendar year (secondary payer after OHIP); effective August 1, 2006, chiropractic services to a maximum of \$500 annually with a maximum of \$25 per visit, payable from the first dollar
<ul style="list-style-type: none"> Podiatrist/Chiropodist 	\$500 per calendar year (secondary payer after OHIP); effective August 1, 2006, podiatrist/chiropodist services to a maximum of \$500 annually with a maximum of \$25 per visit, payable from the first dollar
<ul style="list-style-type: none"> Naturopath 	\$500 per calendar year
<ul style="list-style-type: none"> Speech Pathologist 	\$500 per calendar year
<ul style="list-style-type: none"> Physiotherapist 	\$500 per calendar year
<ul style="list-style-type: none"> Osteopath 	\$500 per calendar year (secondary payer after OHIP)
<ul style="list-style-type: none"> Private Duty Nursing 	\$10,000 per calendar year
<ul style="list-style-type: none"> Hearing Aids 	\$300/60 months
<ul style="list-style-type: none"> Psychologists 	\$35 initial visit, \$20 subsequent, \$500 per calendar year
<ul style="list-style-type: none"> Out-of-Country 	Liberty Health Deluxe Plan
<ul style="list-style-type: none"> Equipment & Other Services 	Yes
DENTAL	Nil Deductible; current minus 1 year ODA Fee Guide, 6 month recall for eligible children and 9 month recall for adults
<ul style="list-style-type: none"> Basic Restorative 	100% co-insurance. \$1,500 annual maximum
<ul style="list-style-type: none"> Major Restorative 	50% co-insurance, \$1,000 annual maximum: effective August 1, 2006, \$1,500 annual maximum
<ul style="list-style-type: none"> Orthodontics (Braces) 	50%, \$1,500 lifetime maximum; effective August 1, 2006, \$2,000 lifetime maximum

APPENDIX "C" - C/M FAMILY OF SCHOOLS AND BUMPING SEQUENCE

1 - START	2 - NEXT	3 - NEXT
<ul style="list-style-type: none"> • LCVI • Alexandra P.S. • Central Senior School • Dr. George Hall P.S. • King Albert P.S. • Leslie Frost P.S. • Lindsay AETC 	<ul style="list-style-type: none"> • LINDSAY BOARD OFFICE • Grandview P.S. • Jack Callaghan P.S. • Lady Eaton P.S. • Queen Victoria P.S. • Rolling Hills P.S. • Scott Young P.S. 	<ul style="list-style-type: none"> • FENELON FALLS SS • Bobcaygeon P.S. • Fenelon AETC • Fenelon Township P.S. • Langton P.S. • Parkview P.S.
<ul style="list-style-type: none"> • LINDSAY BOARD OFFICE • Grandview P.S. • Jack Callaghan P.S. • Lady Eaton P.S. • Queen Victoria P.S. • Rolling Hills P.S. • Scott Young P.S. 	<ul style="list-style-type: none"> • LCVI • Alexandra P.S. • Central Senior School • Dr. George Hall P.S. • King Albert P.S. • Leslie Frost P.S. • Lindsay AETC 	<ul style="list-style-type: none"> • FENELON FALLS SS • Bobcaygeon P.S. • Fenelon AETC • Fenelon Township P.S. • Langton P.S. • Parkview P.S.
<ul style="list-style-type: none"> • FENELON FALLS SS • Bobcaygeon P.S. • Fenelon AETC • Fenelon Township P.S. • Langton P.S. • Parkview P.S. 	<ul style="list-style-type: none"> • LINDSAY BOARD OFFICE • Grandview P.S. • Jack Callaghan P.S. • Lady Eaton P.S. • Queen Victoria P.S. • Rolling Hills P.S. • Scott Young P.S. 	<ul style="list-style-type: none"> • LCVI • Alexandra P.S. • Central Senior School • Dr. George Hall P.S. • King Albert P.S. • Leslie Frost P.S. • Lindsay AETC
<ul style="list-style-type: none"> • HALIBURTON HSS • Archie Stouffer E.S. • Highlands Community L.C. • J.D. Hodgson E.S. • Stuart Baker E.S. 	<ul style="list-style-type: none"> • Cardiff E.S. • Wilberforce E.S. 	
<ul style="list-style-type: none"> • HUNTSVILLE HS • Huntsville Community L.C. • Huntsville P.S. • Irwin Memorial P.S. • Pine Glen P.S. • Riverside P.S. • Spruce Glen P.S. • V.K. Greer P.S. 	<ul style="list-style-type: none"> • BMLSS • Bracebridge Board Office • Bracebridge Community L.C. • Bracebridge P.S. • Cedar Lane • Macaulay P.S. • Monck P.S. • Muskoka Falls P.S. • R.S. Claus Centre • Watt P.S. 	<ul style="list-style-type: none"> • GRAVENHURST HS • Glen Orchard P.S. • Gravenhurst Community L.C. • Gravenhurst P.S. • K.P. Manson P.S. • Muskoka Beechgrove P.S.
<ul style="list-style-type: none"> • BMLSS • Bracebridge Board Office • Bracebridge Community L.C. • Bracebridge P.S. • Cedar Lane • Macaulay P.S. • Monck P.S. • Muskoka Falls P.S. • R.S. Claus Centre • Watt P.S. 	<ul style="list-style-type: none"> • GRAVENHURST HS • Glen Orchard P.S. • Gravenhurst Community L.C. • Gravenhurst P.S. • K.P. Manson P.S. • Muskoka Beechgrove P.S. 	<ul style="list-style-type: none"> • HUNTSVILLE HS • Huntsville Community L.C. • Huntsville P.S. • Irwin Memorial P.S. • Pine Glen P.S. • Riverside P.S. • Spruce Glen P.S. • V.K. Greer P.S.
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NOTE: For employees working at Honey Harbour P.S., their family of schools is designated as BMLSS.
 For employees working at Yearley Education Centre their family of schools is designated as Huntsville H.S.

APPENDIX "D"

PROTOCOL AGREEMENT

- between -

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Employer")

- and -

CUPE LOCAL 997
(hereinafter referred to as the "Union")

1. PURPOSE

1.01 The parties hereto undertake and agree to work jointly, co-operatively, and in good faith in establishing and maintaining a joint Gender-Neutral Job Evaluation process, which is in accordance with the requirements of the *Pay Equity Act*, and which will apply to the employees in the Bargaining Units represented by CUPE Local 997.

2. IMPLEMENTATION: DEVELOPMENT OF JOB DESCRIPTIONS

- 2.01 It shall be the responsibility of the Employer, in consultation with the Union, to prepare job descriptions for all jobs within the Bargaining Units.
- 2.02 It is understood that, for jobs with more than one incumbent, the Employer and the Union may agree upon a generic job description.
- 2.03 It is understood that individual employees in jobs not covered by 2.02 (above) shall be afforded the opportunity to review the job description that has been developed for their job, and to discuss its adequacy in portraying the job with their immediate supervisor.
- 2.04 When the job description has been reviewed by the incumbent, he/she shall sign it to indicate that there has been an opportunity to review the job description.
- 2.05 The immediate supervisor shall also sign the job description, to indicate that there has been an opportunity to review the job description.

3. IMPLEMENTATION: JOB ANALYSIS QUESTIONNAIRE

- 3.01 Subsequent to the completion of job descriptions for each job in the Bargaining Units, each employee shall be asked to complete a Job Analysis Questionnaire, which will summarize each job under the various factors and sub-factors.
- 3.02 The Job Analysis Questionnaire will then be submitted to the employee's immediate supervisor.
- 3.03 The employee's immediate supervisor will review the contents of the Job Analysis Questionnaire. The supervisor will indicate their concurrence or include their comments on the form provided to them by the Joint Job Evaluation Committee. The completed questionnaire, together with the immediate supervisor's comments, will be forwarded to the Senior Manager of Human Resources.
- 3.04 It is understood that, for jobs with more than one incumbent, as well as in circumstances where the employee and the supervisor disagree as to the content of the job analysis questionnaire, the Joint Job Evaluation Committee may agree upon the contents of the job analysis questionnaire.

4. THE JOINT JOB EVALUATION COMMITTEE

- 4.01 The Joint Job Evaluation Committee (JJEC) for each of the OCT/EA and C/M Bargaining Units shall have equal representation and participation from the parties, consisting of up to three (3) representatives from the Employer and up to three (3) representatives from the local Union.
- 4.02 It is understood that when it is agreed that the two Joint Job Evaluation Committees will meet together as the Joint Job Evaluation Steering Committee (JJESC), the combined Committee shall not exceed five (5) representatives from each of the parties. The Local Union President and the Senior Manager of Human Resources, shall co-chair the JJESC.
- 4.03 It is understood that the Employer will provide administrative support for the Joint Job Evaluation Committees.
- 4.04 It is understood that the CUPE National Representative may attend meetings as additional administrative support for the Union representatives.
- 4.05 The Employer and the Union shall each designate one of its representatives to act as co-chairperson of each of the JJECs. The co-chairpersons are responsible for:
- (a) chairing Committee meetings;
 - (b) scheduling Committee meetings;
 - (c) establishing the agenda for meetings.
- 4.06 Each party may appoint alternate representatives to serve as replacement for absent members. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 4.07 Committee members may participate in any discussion about their own job(s), but may not participate in any decision.
- 4.08 Union Committee members not already on time release shall be entitled to attend meetings without loss of pay or benefits and without deduction from sick leave.
- 4.09 Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a consensus and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 7.04.
- 4.10 The JJEC shall meet as necessary at a mutually agreed-upon time and place.
- 4.11 Either party to the agreement may engage advisors to assist its representatives on the JJEC. Any such advisor shall be entitled to voice, but not to vote, and shall not be considered to be a member of the Committee.

5. MANDATE OF THE JJEC

- 5.01 The committee shall implement and maintain the Job Evaluation Program by:
- (a) evaluating all jobs;
 - (b) maintaining the integrity of the program through on-going review and re-evaluation, as contemplated;
 - (c) recommending to the parties changes to the Job Evaluation Program, its procedures or methods, as may be deemed necessary from time-to-time;
 - (d) recording all evaluation results and rationale, as necessary,

6. RATING PROCESS

6.01 The following general procedure shall be used to rate jobs:

(a) Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor in accordance with Article 3. The completed questionnaire shall be submitted to the JJEC along with the copy of the current job description (if one exists). The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

(b) Step 2

Where a job description does not exist, the Committee shall draft an up-to-date job description based on the information gathered. Where further information is required, interviews may be held with the incumbent(s) and/or the supervisor. The Committee shall submit the job description to the incumbent(s) and the supervisor for their mutual agreement. Amendments may be made to the proposed job description, as deemed necessary by the Committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

(c) Step 3

The job shall now be rated, based on the agreed-upon job description, in accordance with the Job Evaluation Plan. The Committee shall also use information obtained from the completed questionnaire, any interviews with the incumbent(s) and/or supervisor and, if required, visits to the workplace. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors is subdivided into sub-factors which provide a standard against which each job is rated to determine its relative worth.

(d) Step 4

When the Committee has completed the rating of all jobs, it will provide the supervisor and the incumbent(s) with a copy of the job description and rating results (see Advice of Rating Form – Form 1).

7. MAINTENANCE

7.01 The parties acknowledge the importance of maintaining accurate job descriptions and rating new and/or changed jobs on an on-going basis.

7.02 Job Evaluation Procedures for Changed Jobs

Whenever the Employer substantially changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been substantially changed, or that the job description no longer reflects the duties and responsibilities of the job, the following procedures shall be followed:

(a) The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Form "2").

(b) Upon receipt of a completed Job Evaluation Reconsideration Form, the JJEC shall proceed to gather accurate, up-to-date information on the job in accordance

with Articles 2 and 3. The gathering of information may involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire. Where further information is required, interviews may be held with incumbents and/or supervisors and/or visits to the job site. Based on this information, the Committee shall update the job description as necessary.

- (c) Where the job description has been changed, the Committee shall meet to rate each sub-factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision.

7.03 Job Evaluation Procedures for New Jobs

Whenever the Employer wishes to establish a new job, the following procedures shall apply:

- (a) The Employer shall prepare a draft job description for the job.
- (b) The JJEC shall meet to review the draft job description and establish a temporary rating for the job, based on the draft job description.
- (c) The job shall be posted and any person appointed to the job shall be paid on a temporary basis upon the rate assigned.
- (d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with a revised job description to the JJEC. The JJEC shall finalize the job description and rate the job according to the procedure set out in Article 6.
- (e) If the rating increases as a result of the six-month review, such rating shall be applied retroactively to the effective date of his/her appointment to the job. In the event that the rating of the job decreases as a result of this six-month re-examination of the job, the incumbent shall be entitled to red-circling protection for the duration of his or her tenure in the job.

7.04 Reconsideration Process

Within sixty (60) days of any rating decision being communicated to the employee, the following procedure shall apply:

- (a) The incumbent(s)/Union and/or the supervisor/Employer may request reconsideration of the job rating by completing and submitting a Job Evaluation Reconsideration Form (Form 2), stating the reason(s) for disagreeing with the rating of the job.
- (b) The incumbent(s) and the supervisor may be invited to make a presentation to the Committee.
- (c) The JJEC shall consider the reconsideration request and make a decision which shall be final and binding upon the parties and all employees affected.
- (d) The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Form 3).

8. SETTLEMENT OF DISAGREEMENTS

- 8.01 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the co-chairpersons of the Committee shall request, within ten (10) working days, that each

party designate an advisor to meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to Article 8.01, the Committee remains unable to agree upon the matter in dispute, the co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

8.02 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.

8.03 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final **and** binding on the JJEC, the Employer, the Union and all affected employees. The arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of the provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.

8.04 The Employer and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

8.05 The arbitrator's fees and expenses shall be borne equally between the parties.

8.06 The time limits contained in this Article may be extended by mutual agreement of the parties.

9. **FACTOR POINT VALUES AND RANGES**

#	SUBFACTOR	SUB-FACTOR WEIGHTING	DEGREES						
			1	2	3	4	5	6	7
1	Education/Knowledge	20	14.29	28.57	42.86	57.14	71.43	85.71	100
2	Experience	20	25	50	75	100			
3	Complexity & Judgement	12	12	24	36	48	60		
4	Mental Effort	5	6.25	12.5	18.75	25			
5	Physical Activity	5	6.25	12.5	18.75	25			
6	Accountability	9	15	30	45				
7	Responsibility for Confidential & Sensitive Material	9	15	30	45				
8	Supervision of Others	5	6.25	12.5	18.75	25			
9	Contacts	8	8	16	24	32	40		
10	Disagreeable Conditions	7	8.75	17.5	26.25	35			
TOTAL		100							500

BAND	MIN-MAX	BAND	MIN-MAX
1	183 or less	7	269 – 285
2	184 – 200	8	286 – 302
3	201 – 217	9	303 – 319
4	218 – 234	10	320 – 336
5	235 – 251	11	337 – 353
6	252 - 268	12	354 – 370

10. AGREEMENT AND EMI

10.01 This Protocol Agreement, together with the ultimate Job Evaluation Program and related matters which are agreed upon, is subject to ratification by the respective parties hereto.

Dated at Lindsay this 28th day of September, 2001.

For the Employer:

For the Union:

"E.A. Bartley"

"Lynn Raback"



ADVICE OF RATING FORM



Employee Name: _____

Job Title: _____

This is to advise that the rating for your job is as follows:

Subfactor	Rating	Points
Education		
Experience		
Complexity and Judgement		
Mental Effort		
Physical Activity		
Accountability		
Responsibility for Confidential & Sensitive Material		
Supervision of Others		
Contacts		
Disagreeable Conditions		
Total Points		

Comments: _____

Employer Chairperson: _____

Date: _____

Union Chairperson: _____

Date: _____

Note: If you and/or your supervisor disagree with the rating established for the job, you and/or your supervisor may request reconsideration of the job rating by filling out a Job Evaluation Reconsideration Form (Form 2) and submitting it to the Joint Job Evaluation Committee within sixty (60) days of receipt of this document.

Reasons for disagreeing with the job rating must be included in the Job Evaluation Reconsideration Form..



JOB EVALUATION RECONSIDERATION FORM



Incumbent's Name:

Job Title:

Current Salary Group:

Department:

Location:

REASON FOR REQUEST

INSTRUCTIONS

Creation of New Job

Attach Draft Job Description

Six-month Review of New Job

Attach completed Job Analysis Questionnaire and Draft Job Description

Change in Job Duties and/or Responsibilities

Attach completed Job Analysis Questionnaire and Job Description

Disagree with Rating and/or Job Description

Please explain rationale/reason for disagreement below

Other

Please specify and explain below

REQUEST INITIATED BY: Incumbent(s) Supervisor Employer Union

Signature:

Date:

NOTE: PLEASE SEND ORIGINAL TO JOINT JOB EVALUATION COMMITTEE VIA HUMAN RESOURCES. HUMAN RESOURCES WILL FORWARD COPIES TO:

Incumbent(s)

Supervisor

Union



JOB EVALUATION REVIEW DECISION FORM



Incumbent's Name: _____

Job Title: _____	Current Salary group: _____
-------------------------	------------------------------------

Department: _____	Location: _____
--------------------------	------------------------

RATING RESULTS: No Change Change in Points Change in Band

CURRENT:	Total Points: _____	Salary group: _____
ADJUSTED:	Total Points: _____	Salary group: _____

Retroactive Date: _____

COMMENTS:

Joint Job Evaluation Committee/Human Resources to send copies to:

Incumbent(s) Supervisor Union

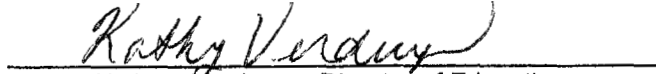
Employer Contact: _____	Union Contact: _____
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Date: _____	Date: _____
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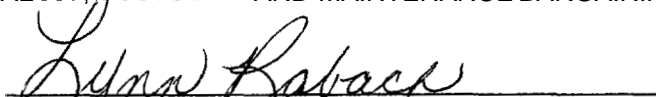
Dated at the City of Kawartha Lakes, Ontario this 20th day of June, 2006

On behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

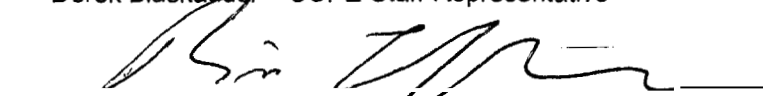

Doris Monahan – Chairperson

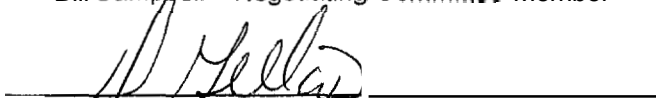

Kathryn Verduyn – Director of Education

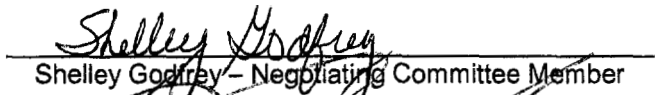
On behalf of CUPE LOCAL 997, CUSTODIAL AND MAINTENANCE BARGAINING UNIT:

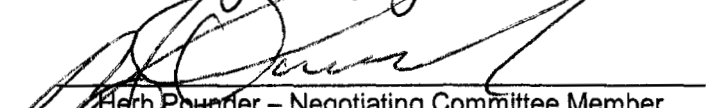

Lynn Raback – President, CUPE Local 997


Derek Blackadder – CUPE Staff Representative


Bill Campbell – Negotiating Committee Member


Debbie Gillan – Negotiating Committee Member


Shelley Godfrey – Negotiating Committee Member


Herb Pounder – Negotiating Committee Member


John Roycroft – Negotiating Committee Member

GENERAL INFORMATION

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Telephones: (705) 286-1156 – toll free – 1-877-838-CUPE (2873)
Fax: (705) 286-2642
President: Lynn Raback - e-mail: lynn.raback@tldsbo.on.ca

Trillium Lakelands District School Board

Lindsay Corporate Office:

Mailing Address: P.O. Box 420, 300 County Road 36
Lindsay, Ontario K9V 4S4
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Voice Mail: (705) 324-5300
Fax (Main): (705) 324-2036
Fax (H.R. Dept.): (705) 324-8913

Haliburton Office:

Mailing Address: P.O. Box 507
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Bracebridge Office:

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Bracebridge, Ontario P1L 1N4
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Fax: (705) 645-2682

1 called numbers:

Superintendent of Human Resources, Lindsay Office, ext. 176
H.R. Executive Assistant, Lindsay Office, ext. 121
Senior Manager of Human Resources, Lindsay Office, ext. 123
H.R. Data Systems Officer (Benefits), Lindsay Office, ext. 174
Attendance & Disability Management Officer, Lindsay Office, ext. 143
Payroll Supervisor, Lindsay Office, ext. 175

46