

**THE AGREEMENT MADE THIS 24th DAY OF NOVEMBER, 2008**

**Between**

**GRAND ERIE DISTRICT SCHOOL BOARD**

**(hereinafter called the "Board")**

**of the first part;**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5100**

**(Facility Services)**

**(hereinafter called the "Union")**

**of the second part**

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ARTICLE 1 – GENERAL PURPOSE

- 1.1 In the interest of the efficient conduct and administration of the Board's affairs, it is desirable that there shall be harmonious relations. This Agreement is entered into by the Parties in order to provide for orderly collective bargaining relations between the Board and its employees. It is the desire of both Parties to co-operate in maintaining a mutually satisfactory relationship between the Board and its employees.
- 1.2 Wherever the singular or masculine **is** used in the Agreement, it shall be considered as if the plural or feminine has been used where the context **so** requires.

ARTICLE 2 – RECOGNITION AND COVERAGE

- 2.1 The Board recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees engaged in facility services, transportation services and maintenance services save and except supervisors and those above the rank of supervisors, health and safety officer, environmental officer and students.
- 2.2 It is understood that no student will be employed which will cause the layoff of a regular employee nor will such student be employed while any regular employee who is qualified and willing to perform the work in question is on layoff.

2.3 Temporary Worker - A temporary worker is:

- (a) A person employed for the purpose of replacing an employee absent due to sickness, accident or other approved absence or leave. A temporary worker employed for the purpose of replacing an employee absent due to the reasons stated above may be engaged for the duration of the absence of the permanent employee **so** long as the permanent employee retains their right to return to the position from which they are absent.

**OR**

- (b) A person employed for the purpose of performing a temporary assignment of up to sixty days worked. The length of the term or assignment within the sixty day limit shall be at the sole discretion of the Board. An extension of this period may be made by mutual agreement of the Union and the Board.

Temporary workers shall not be entitled to the accrual of seniority or employee benefits in excess of what is stipulated by the Employment Standards Act.

A temporary vacancy of sixty work days or longer must be posted within the bargaining unit. Only the vacancy created by the initial leave request will be posted.

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**2.4.1 Union-Management Committee** – The Parties agree to form a Union-Management Committee consisting of up to four (4) representatives from each Party. This Committee shall meet as mutually determined by the Parties to discuss matters of mutual concern. This Committee shall not by-pass the Grievance Procedure or supersede the Collective Agreement. The Management will be responsible for recording agreed matters and any commitments made by either Party, and circulating these to the representatives on the Committee. The Board agrees to facilitate the posting of this information on the Board's communications system.

**2.5 Modified Work** - The Board and the Union recognize their joint responsibilities to accommodate employees in accordance with the Workplace and Safety and Insurance Act and the Ontario Human Rights Code.

### **ARTICLE 3 – DISCRIMINATION**

**3.1** Each of the Parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union or any prohibited grounds under the Ontario Human Rights Code.

### **ARTICLE 4 – CORRESPONDENCE AND UNION DUES DEDUCTIONS**

**4.1** All correspondence from either party to the other, arising out of or incidental to this Agreement shall be forwarded to the Superintendent responsible for Human Resources or designate or to the President (of the Union).

**4.2** The Board will advise the Union of the names and addresses of all new employees within thirty (30) days of their employment. The employer will distribute orientation packages to new employees which will be provided by the Union.

**4.3** The Board shall deduct regular union dues from employees on every pay.

**4.4** All sums deducted pursuant to Section 4.3 will be remitted to the Treasurer of Local 5100 not later than the 15<sup>th</sup> day of the month following, accompanied by a list in duplicate of employees and their addresses in respect of whom deductions have been made.

**4.5** The union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

### **ARTICLE 5 – SENIORITY AND STAFF CHANGES**

Seniority for employees in the bargaining unit will be calculated to December 31, 1997 according to the seniority rules in the relevant predecessor collective agreement. The seniority as at December 31, 1997 will be converted to hours and blended together to form one seniority list. Effective January 1, 1998, seniority will be calculated as per

Article 5 herein. Upon completion of the blended seniority list, the list will be distributed as per Article 5.5.

**5.1** Seniority is defined as the total accumulated regular paid hours in a permanent position in the bargaining unit and shall include service with the Board or one of the predecessor Boards prior to the certification or recognition of the Union as determined by the blended seniority list described above.

**5.2** Seniority will continue to accrue if an employee:

- ◆ is on any period of paid leave of absence
- ◆ is on any period of paid sick leave/income protection
- ◆ is on any period of paid vacation or in receipt of vacation pay
- ◆ is on any period of W.S.I.B. (up to a limit of **twenty-four (24)** months)
- ◆ is on any period of S.T.D. or L.T.D. (up to a limit of **twenty-four (24)** months)
- ◆ is on **pregnancy/parental** leave
- ◆ is on any period of approved unpaid leave of absence for Union purposes
- ◆ is on an approved unpaid leave of absence of up to one month.

**5.3** Seniority will be maintained but not accrue if an employee:

- ◆ is laid off for less than **twenty-four (24)** months
- ◆ is on a trial period of an out of scope position
- ◆ is on W.S.I.B. in excess of **twenty-four (24)** months
- ◆ is on L.T.D. in excess of **twenty-four (24)** months
- ◆ is awarded a position outside the bargaining unit for the first **twelve (12)** months of such placement
- ◆ is on an approved unpaid leave of absence

#### **5.4 Loss of Seniority**

Seniority and all other rights contained in the collective agreement shall cease and employment shall be considered terminated in the event that any of the following applies to the employee:

- ◆ is discharged for just cause and is not reinstated
- ◆ resigns in writing and does not withdraw in writing within two **(2)** working days
- ◆ is laid off for a period of **twenty-four (24)** consecutive months
- ◆ fails to report to work as scheduled at the end of an approved leave of absence, layoff or suspension without a reasonable explanation given in a timely fashion
- ◆ is absent without an approved leave without a reasonable explanation given in a timely fashion
- ◆ retires

**5.5** Seniority lists will be issued by the Board to the Union's President by February 15<sup>th</sup> of each year showing the seniority of all employees up to and including

December 31<sup>st</sup> of the previous year. One seniority list shall be sent to and posted in each work site. Within one (1) month of the posting of the seniority list, the Union and the Board will meet to approve the seniority list. Upon written request, further seniority information shall be supplied to the Union's President.

## **5.6 Probationary Employees**

New employees hired to a permanent position shall be on probation during the first fifty (50) days worked and during that period shall have no seniority rights. Notwithstanding the foregoing, any employee who has worked fifty (50) days as a Temporary Worker shall be on probation for thirty (30) days worked and during that period shall have no seniority rights. The probationary period may be extended for twenty (20) days worked. Such extension is to be mutually agreed upon by the Parties. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire to the permanent position. During the probationary period the employer shall have the right to discipline, demote, discharge or lay off a probationary employee and such probationary employee shall have recourse to the Grievance Procedure. It is understood by the parties that, for the purposes of the above, a lesser standard will apply to a probationary employee than to an employee who has completed their probationary period.

- 5.7** If an employee is awarded a position outside the bargaining unit and returns to the bargaining unit within twelve (12) months, the employee's seniority would resume effective with the date of their return to the bargaining unit. If the employee returns to the bargaining unit after twelve (12) months, the employee returns to the bargaining unit with no previously accumulated seniority. The return of the employee to the bargaining unit shall not result in the lay-off or displacement of any bargaining unit member.

## **ARTICLE 6 – JOB POSTINGS**

- 6.1** Within two (2) weeks the employer will post any vacancy or new position which occurs in any occupation coming within the scope of this Agreement. In extenuating circumstances, the employer can postpone the filling of a vacancy with the consent of the union. If the employer determines not to fill a vacancy, the union shall be notified in writing. The vacancy will be posted electronically for at least five (5) days prior to the filling of such positions, in order that all employees will know of the vacancies or new positions and will be able to make written application to the Human Resources Department at the Education Centre. Vacationing employees, employees on approved leave of absence, or otherwise absent from work, may register, in writing, in advance, their interest in applying for an anticipated posting.
- 6.2** A job posting shall contain the following information: current location, nature of position, length of work year, qualifications, required knowledge and education, skills, shift, regular hours of work, wage or salary rate or range.

- 6.3** The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements or other terminations of employment of employees within the scope of this Agreement. All applicants interviewed will be advised of the outcome.
- 6.4** In filling any vacancy or new position pursuant to Article 6.1, the criteria shall be as follows:
- (a) qualifications and ability,
  - (b) seniority

When factors in (a) are relatively equal, seniority shall govern. The successful applicant shall be notified and commence duties within thirty (30) days of the closing date of the posting. The exceptions to the foregoing time limit shall be when an appointment is made from outside the bargaining unit or with the consent of the union. A successful applicant for a change of classification from inside the bargaining unit will be given a trial period of twenty (20) days worked (excluding any time worked in July and August for all 12 month employees) in the new position. The trial period may be extended by a further twenty (20) days worked with the mutual consent of the Parties. After the trial period, the Board or the employee may decide that the employee is not suited to the new position, and in such a case shall be returned to their previous position.

- 6.5** No external applicant shall be considered for a job vacancy prior to the completion of the internal selection process.
- 6.6** When an employee replaces an employee in a higher classified position in or out of the bargaining unit for more than 1 work day, they shall receive the rate of pay for that position plus any responsibility allowance, this rate being retroactive to day one and pro-rated if applicable.
- 6.7** (a) When an employee who was absent from work due to illness, accident or approved leave is ready and capable to assume their normal duties, they shall return to a comparable position within the bargaining unit.
- (b) When an employee has been absent from work for a period of 24 months, the employee's position will be posted as a permanent position. The employer retains the right to post a permanent position where the absence is less than 24 months after discussions with the union.
- 6.8** In the case of the absence of a custodial employee, the Board will endeavor to appoint a qualified replacement as soon as possible.

## **ARTICLE 7 – LAYOFF AND RECALL**

- 7.1** A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of an employee. Ten (10) month employees who are laid off during July and August will not be eligible to bump twelve (12) month employees during July and August.

- 7.2** Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, an employee about to be laid off may bump a less senior employee in an equal or lesser classification providing that the employee exercising the right is qualified and able to perform the work of the less senior employee. An employee receiving notice of layoff must indicate in writing within five (5) working days (inclusive of July and August and exclusive of shutdown) that he/she wishes to accept the layoff or bump another employee and name the employee to be bumped.
- 7.3** Unless legislation is more favourable to the **employee(s)**, thirty (30) calendar days' notice of layoff shall be given. Should it not be possible to provide work during the thirty (30) days, the laid off **employee(s)** shall be paid their regular rate of pay for the days they would normally have worked during the thirty (30) calendar days.
- 7.4** Should a position become vacant or a new position be created while an employee is on layoff, the employer will post the initial and one subsequent vacancy through the normal job posting procedure. The second vacancy that arises due to the filling of the initial vacancy will be subject to recall.
- 7.5** New employees shall not be hired until laid off employees have been given an opportunity of recall. This does not prevent the employer from adding to the list of temporary employees.
- 7.6** Employees qualifying for recall shall be recalled in order of their seniority (at the time of layoff) provided they have the qualifications and ability to perform the work available.
- 7.7** When an employee is offered reasonable recall to an equivalent permanent position, the employee's name shall be removed from the recall list. The employee will not have any further opportunity for recall but is able to apply for posted vacancies during the twenty-four (24) months following layoff. Notification of recall to work shall be by priority post to the last known address of the employee that has been filed with Human Resources Services by the employee.
- 7.8** It shall be the duty of the employee to notify the Board promptly of any change of address. If the employee should fail to do so, the Board shall not be responsible for failure of official notices to reach the employee.
- 7.9** Employees who are not offered permanent positions will remain on layoff for up to twenty-four (24) consecutive months. After twenty-four (24) consecutive months of layoff, seniority and all other rights shall cease and employment shall be considered terminated.
- 7.10** **Temporary/Casual Positions While on Layoff - Temporary/casual** positions that become available while **employee(s)** are on layoff will be offered to qualified laid off employees. The employer shall make all reasonable efforts to assign temporary positions in order of seniority. Acceptance of a **Temporary/Casual**



position while on layoff will not affect the permanent status of the employee(s) or rights pursuant to the layoff and recall article of the collective agreement. Laid off employee(s) will accumulate seniority while working as a Temporary/Casual employee and will receive the wage rate of the permanent position. The employee will also receive vacation pay as a percentage of earnings in accordance with the collective agreement but will receive holiday pay as per the Employment Standards Act.

- 7.11** Any Grievance concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure.
- 7.12** Employees who are laid off during the months of July and August and have an expected date of return in September, shall be provided with continued benefit coverage as described in this Collective Agreement.
- 7.13** Subject to eligibility requirements as specified by the carriers, employees on lay-off and eligible for recall, shall be entitled to continued participation in the group extended health, dental benefit and life insurance plans to which he/she belongs at the time of layoff for a maximum of up to two (2) years from date of layoff. Such employee must pay 100% of the premium costs by pre-authorized debit.
- 7.14** Laid off employees engaged in alternate employment who are recalled shall be permitted to give their current employer 2 weeks notice of termination to accept the recall.
- 7.15** The Union Executive Members will still be recognized by the Employer even when laid off.

#### **ARTICLE 8 –MANAGEMENT RIGHTS**

- 8.1** The Union recognizes that it is the right of the employer to exercise the generally recognized regular and customary functions of management and to direct its working forces. The employer agrees not to exercise these functions in a manner inconsistent with the provisions of the collective agreement.

#### **ARTICLE 9 –GRIEVANCE PROCEDURE**

- 9.1** It is the mutual desire of the Board and the Union that the complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given the Immediate Supervisor or designate an opportunity to adjust the employee's complaints. It is further understood that an employee who uses avenues other than the Grievance Procedure contained in article 9.1 to rectify a complaint or grievance may prejudice their complaint or grievance or arbitration procedure.

#### **Step One: Complaint**

- 9.2** An employee who has a complaint other than one entailing a monetary settlement must bring that complaint to the attention of the immediate Supervisor

or designate within ten (10) working days of when the employee became or ought reasonably to have become aware of the circumstances which gave rise to the complaint. The Immediate Supervisor or designate shall verbally reply to the complaint within ten (10) working days from the presentation of the complaint.

### Step Two: Human Resources

- 9.3** Failing settlement when an employee has a complaint arising **out of** the interpretation, application, administration or alleged violation **of** the terms of the Agreement, the employee or union representative shall reduce the grievance to writing, stating the nature of the grievance, the Article or Articles allegedly violated, the redress sought, sign the grievance, **and** then, within five (5) working days of the verbal reply to 9.2 above, submit the grievance to the Superintendent responsible for Human Resources or designate, following which the grievance will be processed in the following manner and sequence.
- 9.4** Within ten (10) working days of receipt of the written grievance, the Superintendent responsible for Human Resources or designate, shall convene a meeting with the Union Grievance Committee and **grievor** in an effort to resolve the grievance. The Superintendent responsible for Human Resources or designate, shall render a decision in writing within ten (10) working days after the meeting.
- 9.5** In discussing a complaint or grievance, the employee shall be allowed time off during working hours (provided this occurs during normal business hours) and shall have Union representation. A National Representative of the Union may be present at the request of the Union.
- 9.6** The Union recognizes that each Union representative is employed and that he/she will not leave **his/her** work during working hours except to perform **his/her** duties under the Collective Agreement. Therefore, no Union representative shall leave his/her work without obtaining the permission of **his/her** supervisor. Permissions shall not be withheld unreasonably.

### Step Three: Board

- 9.7** Failing a settlement in Step two, the Union's Grievance Committee shall refer the matter to the Director of Education within five (5) working days of receiving the decision in Step number 2. The Grievance Committee (which at this stage may consist of five (5) employees, one of whom may be the complainant) shall be granted a hearing with the Director at which time the written record of the grievance shall be presented. A National Representative **of** the Union may be present at the request of either party. The decision **of** the Director of Education shall be given, in writing, within five (5) working days following the meeting.

## **Policy and Group Grievance**

- 9.8** The bargaining unit has the right to file a policy grievance or group grievance on behalf of two or more members who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step Two except that a Board grievance shall be filed with the President of the Bargaining Unit and at Step Three, a Board representative shall present its grievance to the Bargaining Unit's Grievance Committee.
- 9.9** Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and timeline for grievance mediation to occur.
- 9.10** Failing a settlement under Step three of any difference between the parties arising from interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 10 herein, and if no written request is received within five (5) calendar days of the first general membership meeting that follows the day the decision in Step three is given, it shall be deemed to have been abandoned.
- 9.11** The time limits provided under the grievance procedure may be extended by mutual agreement of the parties.
- 9.12** All decisions agreed upon between the Board and the Union shall be final and binding upon the Board, the Union, and the employee or employees concerned.

## **ARTICLE 10 – ARBITRATION**

- 10.1** Either of the Parties may notify the other Party in writing of its desire to submit a matter (as outlined in Article 9.10) to arbitration, and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall appoint a third person who shall be the Chair. If the appointees fail to agree upon a Chair, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.
- 10.2** Each of the parties hereto shall bear the expenses of the Arbitrator appointed by it, and the parties shall bear jointly and equally the expenses of the Chair of the Arbitration Board.
- 10.3** The Board of Arbitration, appointed pursuant to the provisions of this Agreement, has no jurisdiction to alter, amend, set aside, add to or delete from, any of the

provisions herein contained, or to render any decision which is inconsistent with the provisions of this Agreement.

#### ARTICLE 11 – NO STRIKE AND NO LOCKOUT

**11.1** The Employer agrees that there shall be no lockout of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the Labour Relations Act.

#### ARTICLE 12 – DISCIPLINE CASES

**12.1** When the employer intends to meet with an employee for disciplinary purposes, the Supervisor shall notify the employee and the union in advance of the purpose of the meeting. Where a Union Official attends the meeting with the agreement of the employee, a copy of any disciplinary letter or letter of expectation will be forwarded to the union.

**12.2** Should it be found, upon investigation, that any employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all lost time and earnings. It is understood that this article is not intended to restrict an arbitrator's ability to determine an appropriate remedy at arbitration.

#### ARTICLE 13 – HOURS OF WORK AND OVERTIME

**13.1** (a) Normal hours of work shall be eight (8) hours per day, five (5) days per week, Monday to Friday, for a total of forty (40) hours per week exclusive of an unpaid meal period, as required by the Work Schedule.

(b) During Summer Recess and during the Christmas and Mid-Winter breaks, the hours of work shall be 8 hours of work between the hours of 7:00 a.m. to 4:00 p.m., with a one-half hour unpaid meal period unless otherwise agreed to by the employee and the supervisor. Where required the Custodian/Head Custodian shall work until 4 p.m.

Summer Recess– Defined as commencing on the first Monday following the last school day (including teachers' professional activity days) in June, and ending on the Friday preceding the return of the students to school.

(c) An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of an eight (8) hour shift.

(d) Where an employee has accumulated sick leave credits and where the employee must leave work due to personal illness, provided that the employee has been at work for at least two (2) hours, there shall be no deduction from the accumulated sick leave credits for the first one-half (1/2) day of absence and

provided that the employee has been at work for more than four (4) hours, there shall be no deduction from the accumulated sick leave credits.

- 13.2** All time worked in excess of eight hours per day and forty hours per week shall be deemed overtime, save and except Project Crew employees working ten hours per day, and shall be paid at the rate of time and one-half, except as provided in Section 13.6 hereof.
- 13.4** Authorization for overtime shall come from the immediate supervisor or, in their absence, higher authority.
- 13.5** Employees willing to work overtime may register their willingness to accept overtime assignments in their normal line of duty with the Manager of Facility Services. This shall be renewed yearly in September. The Parties agree that overtime in a site shall first be offered to permanent employees at that site, and when no permanent employee is able or willing to do the overtime, the opportunity will be offered to the employees on the overtime list on a rotational basis. Management will retain the right to assign overtime work to any employee, in an emergency, whether or not so registered with the Manager of Facility Services.
- 13.6** All employees covered by this Agreement shall be paid a shift bonus when required to work an eight-hour shift on the mid-day, afternoon or night shift. Shifts shall normally be scheduled for Monday to Friday as follows:

The day shift shall begin no earlier than 6:00 a.m. and end no later than 5:00 p.m. with a minimum of one half hour to a maximum of a two hour unpaid lunch.

The midday shift shall begin no earlier than 11:00 a.m. and end no later than 8:30 p.m. with a one half hour unpaid lunch

The afternoon shift shall begin no earlier than 3:00 p.m. and end no later than 12:30 a.m., with a one half hour unpaid lunch.

The night shift shall begin no earlier than 10:00 p.m. and end no later than 8:00 a.m., with a one half hour unpaid lunch

It is agreed that in extenuating circumstances shifts may be scheduled at other than normal hours.

All employees required to work any weekend shift shall be paid at the rate of time and one-half for that eight-hour shift on Saturday and double time on Saturday past 6 p.m. and on Sundays.

A weekend shift means any shift where 50% or more of the eight hours occurs between the hours of 8:00 a.m. Saturday and 12:00 Midnight Sunday.

An employee who is called back to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates for the hours worked. Call back shall be defined as responding to emergency or unusual occurrences requiring an unscheduled return to duty which was not known by the employee at the conclusion of the last shift or work period. Call backs shall be authorized only by supervisory personnel of Facility Services.

## **ARTICLE 14 – PAID HOLIDAYS**

- 14.1** The Board will recognize as paid holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday (12 month employees only), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and three (3) paid days between Christmas Day and New Year's Day to provide a Christmas shutdown.
- 14.2** Employees who are working the last scheduled day before Christmas shall be excused for the final two (2) hours of the scheduled shift, provided it is not an instructional day.
- 14.3** All employees covered by this Agreement shall be paid for overtime at double time if required to work on the above-listed holidays. The above overtime payment would be in addition to being paid for the holiday in question.

## **ARTICLE 15 – VACATIONS**

- 15.1** (a) All permanent twelve (12) month employees, after one year of service, shall be granted two weeks' vacation with pay. After three years of service, employees will be granted three weeks' vacation with pay, and after nine years of service will be granted four weeks' vacation with pay. After eighteen years of service, five weeks' vacation with pay will be granted.

After twenty-five years of service, six weeks' vacation with pay shall be granted and after thirty years of service, one additional day of vacation will be granted for each additional year of service to a maximum of five days, until normal retirement.

- (b) All permanent ten-month employees shall receive vacation pay each pay period as per the following. Vacation pay shall be determined as follows (based on gross pay earned from July 1<sup>st</sup> to June 30<sup>th</sup> inclusive):

In the first 24 months – 4%

Effective second (2<sup>nd</sup>) Anniversary of hire – 6%

Effective eighth (8<sup>th</sup>) Anniversary of hire – 8%

Effective seventeenth (17<sup>th</sup>) Anniversary of hire – 10%

Effective twenty-fourth (24<sup>th</sup>) Anniversary of hire – 12%

Effective twenty-ninth (29<sup>th</sup>) Anniversary of hire – An additional 0.4% for each additional year of service to a maximum of 2% (making 14% the highest rate for vacation pay).

- 15.2** For purposes of establishing vacation entitlement, the service calculations shall be made as of the anniversary date of permanent hire to the Board.

- 15.3** A permanent employee leaving the service at any time in the vacation year before they have their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Retiring employees shall receive vacation entitlement for the full year, provided at least ten (10) months have been worked in the current vacation year.
- 15.4** If a statutory or proclaimed holiday falls or *is* observed during an employee's vacation period, the employee will be granted an additional day's vacation for each such holiday but in no case may such days be taken on school days without permission. If, during an employee's vacation period, the employee qualifies for leave of absence pursuant to Article 18.1 or is hospitalized or convalescing following hospitalization, there shall be no reduction in vacation period because of the leave or hospitalization. The period of vacation **so** displaced shall be reinstated for use at a later date. The employee shall be required to provide a doctor's certificate to verify the period of hospitalization or convalescence.
- 15.5** An employee normally entitled to receive an afternoon or night shift bonus shall receive such bonus as part of their vacation pay, irrespective of the fact that during summer recess or school breaks they may be assigned to a day shift as provided in Article 13.1 (b).
- 15.6** The scheduling of annual vacations shall be arranged by the employee's supervisor. As a general rule, vacations will be scheduled for non-instructional days. Employees will notify the Manager of Facility Services of desired vacation dates by February 1<sup>st</sup> of each year. Seniority will be used in the approving of vacation schedules. The approved vacation schedules will be confirmed by March 1<sup>st</sup> of each year subject to change with the approval of the supervisor.

#### **ARTICLE 16 – CUMULATIVE SICK LEAVE**

- 16.1** Employees covered by this collective agreement will carry forward their accumulated sick leave days from the predecessor school boards to a maximum of 280 days. Effective September 1, 1999 employees (other than temporary employees) shall be credited with 2 days of sick leave for each month of active full time service to a yearly maximum of 24 days for twelve month employees. Effective September 1, 2003, 100% of the unused days each year are accumulated, to a possible sick leave total of three hundred (300) days. Sick leave days will be pro-rated for part-time employment.
- 16.2** (a) A Retirement and Sick Leave Gratuity has been approved for employees based on unused Cumulative Sick Leave Credits, up to a maximum of two hundred and sixty (260) days, to be based on the following formula:

$$\frac{\text{Unused C.S.L. (maximum 260)}}{260} \times 50\% \text{ of Salary}$$

A retiring employee may request that such payment be scheduled over an extended period save that payment must commence within one year of retirement and be completed within three years of retirement.

(b) This plan will apply to those employees:

A (i) Who are compelled to retire because of a complete disability to engage in any employment with the Board, as certified to by a duly qualified physician or surgeon.

OR

B (i) Who are retiring on a pension, payment of which will commence within twelve months from the day of such retirement, and

B (ii) Who have been employed on the staff of the Board for a period of ten (10) years or more of continuous service.

(c) In the event of the death of a retired employee, any allowance or benefit for which they are eligible under the Retirement Gratuity Plan and which remains unpaid shall be paid to the employee's designated beneficiary.

(d) In the event of the death of an employee, a sick leave credit gratuity payment equivalent to the applicable formula of Section 16.2(a) will be paid to his/her designated beneficiary. This provision will apply to all employees who have had a minimum of ten (10) years' service with the Board.

#### ARTICLE 17 – LEAVE OF ABSENCE FOR UNION BUSINESS

- 17.1** The Board acknowledges the right of the Union to appoint or select a Negotiation Committee of not more than seven (7) employees and will recognize and deal with this Committee with respect to contract negotiations. The Union agrees to provide the names of all Committee members to the Board in writing.
- 17.2** The Union may have the service of a CUPE Staff Representative, counsel or adviser at any meeting with representatives of the Board during negotiations pertaining to renewal or amendment of the Collective Agreement.
- 17.3** Members of the Union negotiating committee shall be paid at their regular straight time rate of pay for their regularly scheduled work time spent with officials of the Board for purposes of amending or renewing the Agreement up to and including, but not beyond the stage of conciliation, provided, however, that such committee members shall not be compensated for time spent prior to or beyond their regular working hours.
- 17.4** Upon request, members of the Union's Negotiating Committee shall be permitted leave of absence to prepare for the commencement of formal contract negotiations with the Board. The total number of days of leave under this Article



shall not exceed 28 days during the lifetime of the Agreement and no member shall be absent for more than 4 days for this purpose. The Union shall give the Board a minimum of 5 days advance notice of any such request. An employee on such leave shall continue to receive pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence.

- 17.5** Leave of absence without pay and without loss of sick leave credits or seniority shall be granted upon request to the Board to employees elected or appointed to represent the Union at recognized Union conventions or conferences. In addition, up to twenty-five (25) days leave of absence per Agreement year shall be granted for local Union business, and such leave shall be without pay and without loss of sick leave credits or seniority. An employee on any of the foregoing leaves shall receive the pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence.

In addition to the above, the Board will grant up to two (2) employees per year (successful candidates for labour college and/or for recognized Union education courses) two (2) months leave of absence without pay, provided such leave does not interfere with the efficiency of the Board's operation.

- 17.6** An employee selected for up to and including a full-time position with the local shall be granted leave of absence without **loss** of seniority or benefits for a period of up to two (2) years. Such leave shall be renewed each year, on request, during the term of office. An employee on such leave shall receive the pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence.
- 17.7** Any employee who **is** elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, upon application will be granted leave of absence without salary, benefits, and loss of seniority, by the Board for a period **of** up to one year. Such leave shall be extended annually, upon request, up to a maximum of five years.

## **ARTICLE 18 -- LEAVES OF ABSENCE**

- 18.1** The following absences will be without loss of sick leave credit, **loss** of salary, or **loss** of seniority:

(a) **Bereavement**

A total of five (5) working days may be allowed per bereavement of the following: father, mother, spouse, child, or common-law spouse. A total of three (3) working days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancé or other person in loco parentis or any relative who lived in the home. One (1) work day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece or

nephew. In case of extenuating circumstances, application may be made to the Director of Education, or designate, for additional time under this Article. For any working days which fall in this period and for which approval is granted, there shall be no deduction of pay.

**(b) Examinations and Convocations**

An employee, with the prior approval of the Director of Education, or designate, may be absent from duty without loss of salary by reasons of examination and convocations as follows:

- (i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition, to the half-day mentioned in the foregoing, one **half-day** shall be allowed for travel if necessary as determined by the Director of Education, or designate.
- (ii) A half-day period is granted for an employee to attend their own graduation ceremony, or those of their son, daughter, husband, wife or fiancé. In addition to the half-day period mentioned in the foregoing, one half-day shall be allowed for travel if necessary, as determined by the Director of Education, or designate.

**18.2** Pregnancy/Parental Leave shall be granted according to the terms of the Employment Standards Act and, in addition, the following conditions shall apply:

- (a) Exceptions to the terms of the Pregnancy/Parental leave section of the Employment Standards Act may be made by mutual consent between the Board and the employee to extend a leave so that it is consistent with the organization of a particular school.
- (b)
  - (i) For Pregnancy Leave, and for Parental Leave for the purpose of Adoption, the Board shall compensate the employee, through an Employment Insurance Commission approved Supplemental Employment Benefit Plan, for the two-week waiting period in an amount equal to the Employment Insurance Commission benefit that would be payable to the employee during each week of the benefit period. The employee must provide proof from EI that an unpaid waiting period has been served. This payment by the Board shall only be made where the waiting period falls during the employee's normal scheduled work period.
  - (ii) One hundred (100) percent of the employee's normal weekly earnings minus the EI benefits for six weeks post-partum are payable. The combined weekly level of EI benefits, post-partum payments and other earnings will not exceed one hundred (100) percent of the normal weekly earnings. An Employee shall only be paid for time that falls within their normal scheduled work period.
  - (iii) No sick leave credits shall be deducted as a result of payments made in 18.2 (b)(ii).

- 18.3** An employee may be entitled to a maximum of one **(1)** year leave of absence without pay, and without **loss** of seniority but without accrual of seniority (if leave is greater than 30 days) when they request such leave for good and sufficient cause. The leave of absence may be for up to twenty-four **(24)** months where it is to obtain higher relevant education. Proof of enrolment each semester at a college or university must be provided. Such request shall be in writing no later than sixty (60) days prior to the requested start of the leave except in the case of leaves for the beginning of the school year where the request will be made by May 1<sup>st</sup>. Such notice may be waived in exceptional circumstances. It is understood that employees will not be granted a leave in order to work for another employer.
- 18.4** The Director or designate shall grant leave of absence without **loss** of seniority or benefits for an employee who is absent from duty by reason of a summons to serve as a juror or of a subpoena as a witness in any proceedings to which they are not a party or one of the persons charged. The Board shall pay such an employee their full pay provided such employee pays to the Board any fee, exclusive of travelling allowances and living allowances, received as a juror or witness. The employee will present proof of service and the amount of pay received.
- 18.5** The following absences shall be with pay and without **loss** of seniority, but shall be charged to the employee's cumulative sick leave credits:
- (a) Up to a maximum of two **(2)** working days per school year for urgent matters (including adoptive and paternity leave), or observance of recognized religious Holy Days, or emergency family-related matters or community or public service which cannot be conducted other than during working hours may be allowed. Such requests must state the reasons for absence. and approval is at the discretion of the Director, or designate.
  - (b) One (1) day per school year shall be allowed for moving from a personal principal residence, but it shall not apply to an employee who has submitted his/her resignation. The day allowed shall be the day of the move.
  - (c) An employee who *is* unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year. Such requests must state the reason for absence, and approval is at the sole discretion of the Director, or designate.
  - (d) Effective September 1, 2006, an employee shall be granted a leave of absence for personal reasons for a maximum of one **(1)** day in a year (September 1 to August 31). Such leave shall not abut a Board-designated holiday, a statutory holiday, or summer March or Christmas Break. The Supervisor reserves the right to limit the number of personal days approved for any one day. Where possible, at least three (3) working days notice shall be given to the supervisor.

- 18.6** An employee who is quarantined or otherwise prevented by an order of the Medical Health Authority from attending their duties because of exposure to a communicable disease shall be absent from duty without loss of sick leave credit or loss of salary.
- 18.7** The Union President or designate shall be permitted a leave of absence for one day without pay and without loss of seniority, for the purpose of attending the funeral of an employee who came within the scope of this Agreement, subject to the request for such leave being received by the Superintendent responsible for Human Resources at least one working day prior to the start of such leave.

#### **ARTICLE 19 – PAYMENT OF WAGES**

- 19.1** Wages will be paid bi-weekly and shall be deposited directly into the employee's personal account in the financial institution of his/her choice.

#### **ARTICLE 20 – BENEFITS**

- 20.1** It is understood and agreed between the parties hereto that the Board, in making available the benefit plans set out in this Article, has not agreed to act as an insurer itself. The benefit plans are underwritten by insurance companies and the actual provisions of the policies issued shall govern each plan. The parties agree that the Board is not responsible in the event that the insurer determines that a claim is not payable. All group insurance coverage is subject to the approval of the insurance carrier. Where an employee and/or the Board has not paid the correct benefit premiums, the Board shall collect arrears and refund premiums through a mutually agreeable repayment plan, as appropriate back to September 1<sup>st</sup> of the previous school year.
- 20.2** Until June 1, 2000, the benefit plans will continue as per the plans in effect on August 31, 1998. Effective June 1, 2000 the Board shall implement a newly-designed benefit plan package to provide group insurance coverage for each eligible employee who wishes to participate in the plans. The Board agrees to administer the following plans:

(a) **Extended Health Care**

The Board shall pay 90% of the monthly premium cost for each eligible employee who wishes to participate in the Plan. The Plan shall include:

**Vision Care:** Effective 30 days after ratification of this agreement – a maximum payment of \$275 every two years for employee, spouse and dependent children which includes coverage for eye exams to a maximum of \$50 every 24 months. Effective September 1, 2007 – a maximum of \$300 every two years for employee, spouse and dependent children which includes coverage for eye exams to a maximum of \$50 every 24 months.

**Drug Plan:** Dispensing fee cap of \$7.00 per prescription; no deductible.

Semi-private: No semi-private hospital coverage is provided.

Paramedical Services: (Chiropractor, Podiatrist, Naturopath, Osteopath, Massage Therapist) - A maximum of \$1000 per year (1<sup>st</sup> dollar value) effective February 1, 2005

**Out-of-Province Coverage:** Enhanced Liberty Health Plan, or equivalent.

**(b) Group Life Insurance**

Each employee who is eligible and wishes to participate, shall be covered by Group Life Insurance for an amount equal to two times annual salary and the Board shall pay 90% of the premium cost. Notwithstanding the foregoing, there shall be no reduction in the amount of life insurance coverage in effect on August 31, 1999 provided that the employee agrees to pay 100% of the premium cost of the insurance in excess of two times annual salary.

**(c) Optional Dependent Life Insurance**

Insurance on the life of an employee's spouse shall be available on the application by the employee in the amount of \$20,000 for spouse and \$10,000 for each dependent child. The employee shall pay 100% of the premium cost for such insurance.

**(d) Dental**

The Board shall pay 90% of the premium cost for each eligible employee who wishes to participate in the plan. The plan shall include basic dental services to a \$2,000 annual maximum per insured person, with dentures and major restorative (\$2,000 annual maximum and 50% co-insurance for each employee, spouse and dependent child); and with Orthodontics (\$2,000 lifetime maximum and 50% co-insurance for each adult and dependent child under 18 years of age). All benefits will be payable in accordance with the previous year's Ontario Dental Association General Practitioners' Schedule of Fees.

**(e) Long Term Disability**

The Board shall pay 50% of the premium cost of a Long Term Disability Plan. The Plan shall provide employees with a monthly benefit equal to 66 2/3 % of earnings to a maximum of \$2,000 per month. The waiting period shall be one hundred and twenty (120) days. Participation is mandatory for all new hires. For employees on staff as of ratification a maximum of 25% of the membership can opt out of this plan prior to June 1, 2000. Approval to opt out shall be on the basis of seniority. Participation in the plan shall not be less than 75%.

**(f) Optional Life Insurance**

Subject to the approval of the insurance carrier, optional life insurance shall be available in units of \$25,000 to a maximum of \$250,000 provided that the employee pays 100% of the premium costs.

**20.3** A copy of the Group Master Benefit Policy shall be given to the Bargaining Unit upon request. In the event that the Board decides to change Carriers of any insured Benefit Plan, the Board agrees to implement similar coverage as described in the Master Policy or such other plan that the Bargaining Unit agrees is appropriate as a substitute. No amendment to the Plan shall be made without consultation with the bargaining unit. Details of the plans are outlined in booklets provided to each employee by the carriers.

**20.4** Effective date of ratification, all permanent employees shall as a condition of employment be enrolled in the Ontario Municipal Employees' Retirement System on the first day of employment in accordance with the provisions of the OMERS Act.

**20.5** The Board shall upon application by the employee make payroll deductions for Registered Retirement Savings Plan contributions. The Union shall select the financial institution to administer the Plan. The participating employee agrees to pay 100% of the contribution to his/her individual plan.

**20.6** Continuation of Benefits on Early Retirement

(a) Subject to eligibility requirements as specified by the carriers, an employee who takes early retirement on a pension pursuant to the OMERS Plan (with payments to begin within two (2) months of the employee's retirement date), may retain membership in any of the benefit plans to which he/she belongs at the time of retirement until he/she attains the age of sixty-five (65) years.

(b) To maintain participation and coverage under the Agreement, the retired employee must agree to participate in a pre-authorized debit plan to pay the full monthly premiums. The retired employee shall supply the Board with a VOID cheque from her/his bank account. Deductions will be made from the employee's account on the first banking day of each month. The Board reserves the right to discontinue participation in the benefit plans for anyone should any two payments be denied for insufficient funds.

(c) The Board reserves the right to establish a separate group for retirees with premiums determined on the basis of the participants in the group. Notwithstanding 20.6 (a) above, the Board also reserves the right to establish a separate "retirees' benefit package" which may or may not include all of the employee benefits available in this article and to reserve the right to delegate the administration of retiree benefits to a third party. The Board will advise the union of details of the retirees' benefit package prior to making any changes to the existing plan.

**20.7** Payment of Employee Benefits while on LTD

Subject to the eligibility requirements as specified by the carrier, the Board shall continue to pay its share of the premium cost for benefits outlined in 20.2(a) Extended Health Care, 20.2 (b) Group Life Insurance and 20.2 (d) Dental, for the

first twenty-four (24) months of absence of an employee receiving LTD benefits. Subject to the eligibility requirements as specified by the carrier, for the period beyond the aforementioned twenty-four (24) months, the employee receiving LTD benefits may continue to participate in the benefit plans provided that the employee pays 100% of the premium costs.

## **ARTICLE 21 – SAFETY**

**21.1** The Board shall continue to observe all reasonable precautions for the safety of its employees and shall supply such safety equipment as is necessary. All employees shall cooperate with the Board in the prevention of accidents, damage and fire on Board property, and shall from time to time make recommendations to the Board as to the prevention of accidents, damage and *fire* on Board property.

21.2 (i) The wearing of uniforms, safety shoes or boots shall be compulsory for all employees. Maintenance personnel shall be required to wear safety boots approved by the Canadian Standards Association. The Board shall pay a subsidy for each pair, to a maximum of two (2) pairs for the first year of employment and one (1) pair for each additional year of employment as follows:

For Custodial Personnel up to \$90 effective on ratification

For Maintenance Personnel, Maintenance Trades and Truck Drivers up to \$110 effective on ratification

(ii) Uniform Allowance - Board approved uniforms and clothing will be purchased by employees as organized by the Board. Employees will be allowed a credit of \$175 per school year to purchase uniforms

(iii) In addition to the foregoing, the Board shall supply truck Drivers with one (1) winter weight jacket, one (1) lightweight jacket and one (1) cap – to be replaced as required upon surrender of the worn-out jackets or cap.

(iv) One pair of overalls for Maintenance Staff – to be replaced as required upon surrender of the worn-out overalls up to a maximum of two (2) pairs per year.

(v) Two (2) shirts for casual/temporary employees after three (3) months of continuous work.

**21.3** Upon termination of employment, all Board property including tools, equipment, pagers, cell phones, identification cards, keys, etc. will be immediately submitted to the Manager of Facility Services.

## **ARTICLE 22 – TERM OF AGREEMENT**

**22.1** The terms of this Agreement shall continue in effect from ratification until the 31<sup>st</sup> day of August, 2012, and shall continue automatically thereafter for annual

period of one (1) year each, unless either party notifies the other in writing within the period of four (4) months immediately prior to the expiration date, that it desires to amend this Agreement.

- 22.2** Negotiations shall begin within thirty (30) days following notification for amendment, as provided in the preceding paragraph.
- 22.3** If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should occur first.
- 22.4** The Union and the Board desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Board shall provide each employee with a copy of this Agreement.

#### **ARTICLE 23 – NOTICE OF TERMINATION**

- 23.1** Employees covered by this Agreement are required to give the Board at least two (2) weeks' written notice, where possible, of their intention to leave the Board's employment, and the Board will give employees written notice as per the Employment Standards Act except if the employee is dismissed for just cause.

#### **ARTICLE 24 – PRO RATA DEFINITION**

For the purposes of this Agreement 'pro rata' shall mean the appropriate regular hourly work schedule of the employee so affected, divided by 2080 hours.

Proration shall apply to Article 20 Benefits – Extended Health Insurance, Life Insurance, Dental and Long term Disability

Example:

Employee's regular hours – 1040 per year

- (a) Extended health, Family coverage  
 $1040/2080 \times 90\% = 45\% \times \$50.46$   
 $= \$22.70$  (Board participation)

#### **ARTICLE 25 – SCHEDULES**

- 25.1** Attached hereto and forming part of this Agreement is a Schedule of Wage Rates known as Schedule 'A'.



## **ARTICLE 26 – PERSONNEL FILES**

- 26.1** The Board agrees that an employee, with one (1) day's notice, shall have the right to review their personnel file in the presence of a member of the Human Resources Department, during normal working hours.
- 26.2** An employee may request photocopies of any document in the personnel file and that request shall not be denied.

## **ARTICLE 27 – STAFF DEVELOPMENT DAY**

- 27.1** One day per year, with pay, shall be provided for the purpose of conducting a staff development program for all members of the bargaining unit. Selection of the date or dates and content of the program for the Staff Development Day shall be determined after consultation with the Union.

## **ARTICLE 28 – WSIB**

- 28.1** An employee who is injured in the course of their duties will have their Workers Safety Insurance salary award supplemented from their sick leave credits to provide for payment of their full salary, until the sick leave credits have been exhausted. In the event an employee does not wish to use their sick leave credits in this manner, they shall receive their Workers Safety Insurance salary award, and there shall be no deduction from their sick leave credits. Written notification selecting this latter option must be given to the Board's business office at the time the accident is reported.

## SCHEDULE 'A'

### WAGE RATES PER HOUR

<b>Classification</b>	<b>Sept 1 2008</b>	<b>Sept 1 2009</b>	<b>Sept 1 2010</b>	<b>Sept 2011</b>
Cleaner	17.71	18.24	18.79	19.35
Custodian	19.20	19.78	20.37	20.98
Caretaker	18.84	19.41	19.99	20.59
Head Custodian – Secondary	20.04	20.64	21.26	21.90
Custodial Lead Hand	20.75	21.37	22.01	22.67

### MAINTENANCE TRADES

<b>Maintenance I</b>	<b>Sept 1 2008</b>	<b>Sept 1 2009</b>	<b>Sept 1 2010</b>	<b>Sept 1 2011</b>
	24.83	25.57	26.34	27.13

(e.g. Electrician, Plumber, Steamfitter, Gas Technician I) – in accordance with Provincial Regulations

The Board shall pay the renewal of trade licenses for members where renewal is required.

<b>Maintenance II</b>	<b>Sept 1 2008</b>	<b>Sept 1 2009</b>	<b>Sept 1 2010</b>	<b>Sept 1 2011</b>
	21.87	22.53	23.21	23.91

(e.g. Carpenter, Industrial Wood Worker, Mechanic, Painter, Horticulturist, Facility Maintenance Mechanic, Facility Service Technician, Gas Technician 2, Fourth Class Stationary Engineer (effective September 1, 2002), Glazier) – in accordance with Provincial Regulations

The Board shall pay the renewal of trade licenses for members where renewal is required.

<b>Maintenance III</b>	<b>Sept 1 2008</b>	<b>Sept 1 2009</b>	<b>Sept 1 2010</b>	<b>Sept 1 2011</b>
	20.04	20.64	21.26	21.90

(e.g. Truck Driver, Heavy Equipment Operator, Grounds, Building Maintenance, Inventory Control)

Where an employee holds qualifications in more than one of the trade categories, that employee's wage rate will be the higher of the 2 categories required by the Board. The employee shall receive an additional allowance per hour for holding qualifications in the second trade if the Board requires the employee to utilize the skills of the second trade.

<b>2<sup>nd</sup> trade allowance</b>	<b>Sept 1 2008</b>	<b>Sept 1 2009</b>	<b>Sept 1 2010</b>	<b>Sept 1 2011</b>
	0.28	0.29	0.30	0.31

Temporary Worker	Sept 1 2008	Sept 1 2009	Sept 1 2010	Sept 1 2011
No employee benefits	14.50	14.94	15.39	15.85


Seasonal General Labourers may be hired for the grass cutting season (April 1<sup>st</sup> to October 31<sup>st</sup>). Seasonal General Labourers shall not be entitled to seniority or employer benefits in excess of what is stipulated by the Employment Standards Act. The normal work week shall be forty (40) hours commencing on Sunday and ending on Saturday. Employees may be required to work weekends and are not entitled to overtime pay for weekend work as outlined in article 13.6. The Board does not guarantee to provide employment or work for normal hours or for any hours.

### Vehicle Allowance

The Board agrees that for most positions the use of an Employee's vehicle is not compulsory. Notwithstanding, the Board reserves the right to determine positions where a vehicle is a requirement of the job. Where the Board identifies a position that requires certain employees to use their vehicles for the purposes of carrying Board equipment, tools, supplies etc., an employee may be entitled to \$75.00 per month wear and tear allowance. An alternate allowance of \$150.00 per month is available for the authorized use of a truck where required and approved by the Board. For the purposes of clarification allowances would apply to positions such as maintenance and multi site custodians. In addition to the foregoing vehicle allowance, mileage shall be paid at the Board's set mileage rate. The allowances will not apply to employees unless they are required to carry Board equipment tools, supplies etc.

### Shift Premium

The shift premium for the mid-day, afternoon shift and night shift shall be:

Sept 1 2008	Sept 1 2009	Sept 1 2010	Sept 1 2011
0.59	0.61	0.63	0.65

### Water Testing Allowance

Employees required by the employer to do well water testing as a part of their job duties will be paid an allowance of:

Sept 1 2008	Sept 1 2009	Sept 1 2010	Sept 1 2011
0.21	0.22	0.23	0.24

**Allowance for Custodians with Multi-Site Responsibilities**

Custodians with responsibility for multiple sites will receive a responsibility allowance of:

Sept 1 2008	Sept 1 2009	Sep 1 2010	Sept 1 2011
0.21	0.22	0.23	0.24

**Mileage Allowance**

All employees shall be paid mileage as established by Board policy for authorized use of their own vehicle in carrying out the business of the Board. The Board agrees that the use of an employee's vehicle shall not be compulsory.

**Maintenance Responsibility Allowance**

The purpose of this allowance is to recognize the additional responsibility of leading and giving direction to fellow employees. Where authorized by the employer, the following allowances will be paid.

	Sept 1 2008	Sept 1 2009	Sept 1 2010	Sept 1 2011
Leading two (2) employees	0.62	0.64	0.66	0.68
(6) employees				
Seven (7) or more employees	1.34	1.38	1.42	1.46

The Board will request a letter of interest from Maintenance Employees when a Maintenance Responsibility Allowance is to be assigned.

IN WITNESS THEREOF each of the Parties has caused this Agreement to be signed by their duly authorized officials or representatives as of the 24 day of November, 2008.

FOR THE UNION

Jennifer Faulkner  
Judy Gault  
Robert L. Wood  
Don Newman  
Lynn Dunstall  
J. Maria  
[Signature]

FOR THE BOARD

[Signature]  
[Signature]

#### Letter of Understanding re. Community Involvement

It is agreed that no permanent employee will be laid off as a direct result of the use of volunteers, co-op students, parents or other persons. The Board will meet with the Union to discuss parental and community involvement in schools.

#### Letter of Understanding

The Board agrees to amend its procedure regarding uniforms by ensuring back orders are delivered to the employee.

#### Letter of Understanding – Maintenance Presence

The employer intends to maintain a maintenance presence in each of the three regions. In the event that the employer decides to change this regional presence the employer agrees to advise the union and discuss the proposed changes.

#### Letter of Understanding re. Students

The Board may employ students during the school year for the purposes of exterior debris pick up, snow shoveling and any other incidental exterior tasks for less than 20 hours per week per student. The Board may employ students during the summer school vacation for up to 40 hours per week per student.

#### Letter of Intent – Downsizing

The parties agree to meet as far in advance as possible of any layoff or downsizing to explore all options/alternatives to layoffs.

#### Letter of Understanding re. Seasonal General Labourer

The employer agrees to limit the number of employees to eight (8) for the term of this collective agreement.

#### Letter of Understanding re. Temporary Workers and Permit Work

The parties agree that temporary workers may be used for permit work and that overtime will not be paid on Weekends until an employee has worked more than forty (40) hours in the week. The permit work is generally for security purposes and regular staff will be used for clean up after the permit ends. The employer will make every reasonable effort to ensure that temporary workers do not work more than forty (40) hours per week.

#### Letter of Understanding – Enhancements Arising from Other Education Support Workers PDT Agreements

The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the

School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and the Canadian Union of Public Employees have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. **No** other proposals or demands will be submitted or considered by either party in the context of this exercise.

### **Letter of Understanding re OMERS Contributory Earnings**

As a reference **for** employees the parties have agreed to include the definition of contributory earnings under the OMERS Pension Plan. For more information employees may access the OMERS web site at [www.omers.com](http://www.omers.com). **The parties will** continue to be bound by any OMERS Plan changes.

#### Definition of Contributory Earnings:

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings including the following, as governed by OMERS regulations:

- base wages or salary;
- regular vacation pay **if** there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types **of** variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;

- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be “kept whole” e.g. continuation of salary and benefits). If the member becomes employed in another position and begins contributing to any registered pension plan (except CPP), the balance of the extension period becomes un-purchasable service;
- stand-by-pay/call-in pay (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member’s pension will begin on the first day of the month following the revised retirement date.

### **Letter of Understanding – Staffing Funding Enhancement**

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 the School Operations benchmark per square meter by \$1.41;

Whereas the Government will require that this funding enhancement in 2009-10 be fully used to address the workload of Custodial/Maintenance/Skilled Trades/Building Security Staff;

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to the value of the Board’s share, in the following order:

- Offset staff reductions in Custodial/Maintenance/Skilled Trades/Building Security Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Skilled Trades/Building Security Staff in 2009-10.

The Board shall share the financial analysis and calculations of this allocation with CUPE Local 5100.

### **Letter of Understanding – Professional Development Monies**

In accordance with the PDT Agreement, the allocation of CUPE Local 5100 proportional share of the Ministry of Education’s funding enhancements for



Professional Development and Training for Education Support Workers in the Grants for Student Needs shall be the ratio between CUPE Local 5100 FTE to the total FTE of the Board's unionized and non-unionized education support worker, as reported in the Board's Financial Statements.

The Board shall share the financial analysis and calculations of this allocation with CUPE Local 5100.

A Joint Professional Development Committee is the mechanism in place to provide CUPE Local 5100 opportunities to provide input into professional development and training, including the use of the above-mentioned funding enhancement by the Board which must be fully used to provide additional professional development and training in 2008-09 and/or 2009-10 for the members of CUPE Local 5100. CUPE Local 5100 will appoint members to sit on this committee.

### **Letter of Understanding re: Benefits**

In accordance with the terms of the PDT agreement, for the 2008-12 collective agreement, the Grand Erie District School Board and CUPE Local 5100 agree that the additional annual enhancement of benefits effective September 1, 2010 shall be applied in the following preference order:

- Vision care rider increased to \$400/every two years
- (New) Laser eye surgery to a maximum of \$1200 lifetime and not included in the vision care rider
- Orthodontics increased to \$3000 maximum lifetime
- Orthotics increased to \$500/every two years
- Hearing Aids increased to \$2000/every two years
- Dental Implants
- Paramedical improvements to \$1350 including specific increases to the components of the paramedical coverage

It is understood that the Board is not required to exceed the funds available through the enhancement.

### **Letter of Understanding on Baseline Staffing**

The parties agree that as of October 2008 there were 228.6 FTE in the bargaining unit based on the Board's estimates. The parties agree that this letter of Understanding is not a guarantee of staffing and is not grievable.

### **Letter of Understanding – General Supervision of Students**

The Grand Erie District School Board and the CUPE, Local 5100 agree that, in no case shall general supervision be assigned to a classification or position in this bargaining unit. This does not diminish any employee's obligation to assist in emergency situations.

### **Letter of Understanding-Contracting Out**

The Board agrees that it will discuss with the Union any future changes to the current practice of contracting out that would affect CUPE 5100 (Facility Services members before any final decision is made by the Board. Further the Union will be permitted to discuss issues surrounding the contracting-in of services. These discussions will take place through the Labour/Management Committee.

### **Letter of Understanding – Workload/Staffing**

The Parties agree that issues surrounding workload/staffing formulas shall be an open and transparent process. The Board further agrees that the union can raise issues surrounding workload/staffing formulas at the Labour Management meetings. When an employee has concerns about their workload they may apply, through the President of the local, to have their workload referred to the Labour management Committee for a workload review.