

**COLLECTIVE AGREEMENT**

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**Between**

**NEAR NORTH DISTRICT SCHOOL BOARD**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1165-2  
CUSTODIAL AND MAINTENANCE EMPLOYEES**

**September 1, 2006**

**to**

**August 31, 2008**

cope/sepb 491/gr

12963(03)

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## ARTICLE 1 - PURPOSE

- 1.0 The purpose of this Agreement is to establish the terms and conditions of employment of all members of the bargaining unit of CUPE employed by the Board, including salaries, benefits, working conditions and other matters, and to provide a fair and expeditious procedure for the resolution of grievances, which may arise.

## ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Board recognizes CUPE 1165-2 as the exclusive bargaining agent authorized to negotiate and to participate in the administration of this agreement on behalf of all Custodial and Maintenance Employees employed by the Board, save and except supervisors and persons above the rank of Supervisors and students hired during the summer period.

### 2.02 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any **jobs**, which are included in the bargaining unit except in cases agreed to by the Union or in cases of emergency. No bargaining unit work shall be done under the auspices of an Ontario Works (workfare) or similar program.

- 2.03 Both parties recognize that each has the right to have other advisor, agent, counsel, solicitor or other duly authorized representatives to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.

### 2.04 Definitions

Full-time employee - Any person who is permanently employed for more than twenty-four **(24)** hours per week.

Part-time employee - Any person who is permanently employed for twenty-four **(24)** hours or less per week.

Part-time employees may work more than twenty-four **(24)** hours **per** week on a temporary basis to cover absences due to illness/accident, vacations, and leaves of absence and still retain part-time status. Assignments relative to this type of absence shall be for periods not exceeding six **(6)** months. Where it **is** known that such assignments will exceed a continuous period of thirty (30) working days, the posting provisions of this Agreement shall apply. A part-time employee shall be entitled to all rights, benefits and privileges of this Collective Agreement unless specifically referenced otherwise.

Temporary employee - Any employees hired to temporarily fill the position during the absence of an employee in a full-time or part-time position.

2.05 Correspondence

- a) All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Business and Recording Secretary for the Union.
- b) The Employer shall notify the Union of all hiring, resignations, retirements, promotions, demotions, deaths or other terminations of employment.

2.06 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Collective Agreement **is** in effect and shall provide to the new employee a copy of same.

2.07 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives, which may conflict with the terms of this Collective Agreement.

2.08 When the context **so** requires, the singular shall include the plural and the masculine shall include the feminine.

2.09 The Board shall mean the Near North District School Board or its predecessor Boards, unless otherwise indicated.

### **ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

3.01 The Union recognizes that it is the right of the Board to manage the affairs of the operation to hire, direct, promote, demote, classify, transfer, lay-off, suspend, to discipline employees and to direct the working force of the Board subject to the terms of this Agreement. The Board shall not exercise its rights to direct the working force in a discriminatory manner. The Board agrees not to discharge or discipline except for just cause.

**The** Board also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement.

3.02 The Board agrees that these functions **will** be exercised in a manner consistent with the provisions of this Agreement. If the Board has exercised any of these rights in a manner inconsistent with any provision of this Agreement, it may be the subject of a grievance.

## ARTICLE 4 - UNION REPRESENTATION

- 4.01 The Board recognizes the right of CUPE Local 1165-2 to represent a member at any meeting where the conduct or competence of the member is being discussed.
- 4.02 The Union shall advise the Employer in writing of the names of its officers, stewards and members of various committees and any changes thereto.
- 4.03 The Employer shall recognize a Chief Steward and up to twelve (12) stewards. The number and distribution of stewards may be altered by the Union as required.
- 4.04 The Employer shall recognize a Grievance Committee of three (3) employees of which one (1) shall be the Vice President of the Local or his representative, the Chief Steward and a steward.
- 4.05 The Employer shall recognize a Bargaining Committee of not more than **six (6)** employees to be elected or otherwise appointed by the Union. Time spent attending joint Bargaining Committee meetings shall be without pay.
- 4.06 Joint Committees  
The Board recognizes that from time to time members of the Union will be called upon by the Board to participate on Board Committees (i.e. Health and Safety, Communications Advisory), which are convened during the working day. Members who serve on Board Committee shall receive full wages and benefits while attending committee meetings.
- 4.07 Stewards or Grievance Committee members must obtain permission from their Facilities Services Supervisors/Maintenance Supervisor before absenting themselves from their workplace in order to deal with grievances with the Employer. Union officers must obtain permission from their Facilities Services Supervisors/Maintenance Supervisor before absenting themselves from the workplace in order to deal with the Employer in matters related to this agreement. Stewards, Grievance Committee members and Union officers shall suffer no **loss** of wages or benefits for such purposes,
- 4.08 Meetings between the parties shall **be** held at times mutually agreed to by the parties, unless specifically referenced otherwise in this Agreement.
- 4.09 Union Leave
- a) An employee elected or appointed to represent the Union at a conference, convention or other Union business shall be granted a leave of absence, without **loss** of seniority and without pay to attend to the business for which leave is requested, provided;
    - 1) Such leave shall be requested, in writing, to the Superintendent of Business at least one (1) week in advance identifying the period of

absence and attendee(s). Under unusual circumstances where the Union cannot provide one week's advance notice, the Union shall forward pertinent information by fax to the Superintendent of Business requesting the leave.

- 2) The Union recognizes that no more than three (3) employees may be absent at any given time.
- 
- b) An employee granted a leave of absence for Union business in 4.09 (a) shall receive his/her normal pay for the period of the leave. The Board will invoice the Union for the full cost of wages and benefits and the Union will reimburse the Board within thirty (30) days following receipt of the invoice.

## **ARTICLE 5 - NO DISCRIMINATION**

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

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 It is agreed by the parties hereto that there shall be a compulsory check-off upon all employees who come within the unit to which this Agreement applies, and it shall continue during the term of this Agreement.
- 6.02 Deductions shall be made from every pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. The Board shall provide the information in an electronic format or hard copy.
- 6.03 The Union agrees to forward to the Board in writing the amount of dues deductions to be made. An amendment to the current dues deduction shall be presented to the Manager of Human Resources in writing and shall only take effect in the month following the month the amendments were received by the Employer.
- 6.04 T4 Income Tax slips issued by the Board shall state the amount of Union dues deducted.
- 6.05 The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.



## ARTICLE 7 - UNION ACTIVITIES

- 7.01 The Union shall not conduct Union activities during working hours or on the Employer's premises except as expressly provided herein.
- 7.02 The Union shall be allowed to use the inter-school courier system for the purpose of communicating with its members.
- 7.03 The Union may be allowed to use school facilities to carry out Union business outside regular working hours providing such facilities are available and approved in advance by the Principal or other Administrative personnel in charge of the facility.
- 7.04 The Board shall provide for the use of the Union space on an existing bulletin board at appropriate locations.

## ARTICLE 8 - NO STRIKES OR LOCKOUTS

- 8.01 The Union agrees that there shall be no strike or slowdown during the term of this Agreement on the **part** of the employees represented by the Union. The Board agrees that there shall be no lockout during the term of this Agreement. The terms "strike and lockout" shall be as defined in the Ontario Labour Relations Act as amended from time to time.

## ARTICLE 9 – SENIORITY, LAY OFFS AND RECALL

### 9.01 Seniority

The Board shall maintain one seniority list of all employees of the bargaining unit. Seniority shall mean an employee's continuous service with the Board from date of hire. When addressing seniority issues, all ties shall be broken in the following order:

- a) Continuous service with the Board or predecessor Board.
- b) Total non-continuous years of service with the Board.
- c) By lot in the presence of the bargaining unit President (or designate) and the affected members (at the employee's cost and subject to the prior approval of the Facilities Services Supervisor/Maintenance Supervisor) by placing in a hat the names of all members who are tied. The Manager of Human Resources will draw the names. The first name drawn is to be most senior, and **so on**, until the names of all persons tied have been drawn.

- 9.02 Seniority is a principle of granting preference to employees within the bargaining unit for promotion, demotion, transfer, lay-off and recalls after lay-off. Seniority shall operate on a bargaining unit wide basis. Seniority shall be based on the length of continuous service with the employer or its predecessor Boards.

- a) For part-time employees the list shall reflect the date the employee's service commenced. For current part-time employees the new date of hire shall be established by using the formula that each 2080 hours paid shall represent one (1) year of service for seniority purposes only. Entitlement to vacation, sick leave, or other benefits that are based on service shall commence from the actual date the employee moved from part-time to full-time.
- b) For temporary employees, the list shall reflect the date the employee's service commenced. For current temporary employees the new date of hire shall be established by using the formula that each 2080 hours paid shall represent one (1) year of service for seniority purposes only.
- c) An employee acquires permanent status after six (6) months continuous service in the same posting.

9.03 Seniority lists shall be posted on the bulletin boards yearly by January 31, showing the name, classification, and seniority date/hours paid. Copies of the seniority list will be supplied to the Union upon request. Employees shall have thirty (30) days from posting the seniority list in which to file written objections to the Manager of Human Resources. The Manager of Human Resources will inform the President of the Union and the parties shall endeavour to resolve the issue. If in the opinion of both parties the objection is valid, an amended seniority list will be issued.

9.04 A full-time employee who is absent from work due to an approved leave of absence shall continue to accumulate seniority.

9.05 Probationary Employees

New full-time employees shall be considered probationary employees until they have completed three (3) months of continuous service from the date of hire. New part-time employees shall be considered probationary employees until they have completed four hundred and eighty (**480**) hours of service from the date of hire. A probationary employee shall be entitled to all the rights, benefits and privileges of the Collective Agreement unless specifically referenced otherwise. The probationary period may be extended by mutual agreement of the parties. A probationary employee may not apply to another position until the probationary period is completed.

9.06 Transfer and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If the employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority for a period of up to sixty (60) days. After this date, the employee must declare either to remain outside the unit or to transfer back into his/her former position.

### 9.07 Loss of Seniority

Employees shall be removed from the seniority list and terminated when the employee:

- a) Retires or resigns and does not withdraw within 3 days.
- b) Is discharged for just cause and is not reinstated.
- c) Fails to return to work after the completion of a leave of absence, which has been granted by the Employer, except where the reason is acceptable to the Employer.
- d) Fails to return to work within 10 calendar days following receipt of a recall notice via registered mail/priority post. It is the responsibility of the employee to notify the Board if unable to return to work on the specified date. It is also the responsibility of the employee to ensure the Board has the current address.
- e) Is laid off for a period of 2 years for permanent employees or 2 years for part-time employees.
- f) Is absent from work without permission for three (3) or more consecutive days without providing a reason acceptable to the Employer.
- g) When temporary employees do not work in a twelve-month period.

The Employer shall notify the employee and the Union in writing of any termination of employment resulting from the above.

### 9.08 Lay-Off and Recall

- a) Definition of Lay-Off - A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.
- b) Unless the Employment Standards Act is more favourable to the employees the Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work during the lay-off notice period, the employee shall be paid the days for which work was not made available. Copies of lay-off notices shall be sent to the Union. .
- c) Both parties recognize that job security shall increase in proportion to the length of service. Therefore the board agrees that in the event of lay-off, employees shall be laid off in reverse order of their seniority and where employees are recalled, they shall be recalled in the reverse order in which they were laid off.

The laid-off employee may bump a junior employee provided the employee has the ability, knowledge, training and qualification to perform the work. Laid off employees must exercise their bumping rights within five (5) days of being notified of lay-off.

- d) It is understood that upon the return of the permanent employee to his/her regular job, the temporary employee who has acquired seniority rights will exercise his/her bumping rights under Article 9.08 a), b) and c) or have his/her name added to the lay-off list.

**9.09** Both parties recognize that benefits will not accrue during lay-off period. However, benefits will be paid to the end of the month in which the employee is laid off.

**9.10** Retention of seniority is defined in Article **9.07**.

- a) Notice of recall shall be made by priority post to the last known address. Such notice shall require a receiving signature. The Union will be provided with a copy of the recall notice.
- b) It shall be the employee's responsibility to ensure the Board has the current address.
- c) The employee must notify the Manager of Human Resources of their intent to report for work within 10 calendar days following receipt of a recall notice.

**9.11** Grievance on Lay-offs

Grievances concerning lay-offs shall be initiated at Step 2 of the grievance procedure.

## **ARTICLE 10 -JOB POSTING**

### **10.01 New jobs and vacancies**

- a) When new **jobs** are created and vacancies occur which the Employer intends to **fill**, the Board shall post the position in all work locations for five (5) working days on Wednesdays where possible but not on Mondays. Applications for the posted positions shall be in writing on forms provided by the Employer. Copies of job postings shall be sent to the Recording Secretary of the Union.

The posting shall contain the following information; classification, location, qualifications, hours of work and required knowledge or skills and rate of pay.

During the summer months, employees may view postings on the Board's website and if interested in such positions may fax or email their application to the Human Resources Department. The employee may call the Head Office by using the 1-800-278-4922, ex. 5041.

- b) All temporary vacancies that exceed thirty (30) working days or are anticipated to exceed thirty (30) working days shall be posted in accordance with Article **10.01** (a) above. All temporary vacancies are to be filled by temporary employees except where a permanent part-time employee wishes to supplement his/her hours of work provided this does not impair their ability

to perform the responsibilities of their permanent position. A temporary vacancy is defined as a vacancy whereby the permanent employee is absent or other vacancies for thirty (30) days or less.

An employee applying for, and selected as the successful applicant for a temporary position shall not be entitled to bid on another temporary position unless:

1. The temporary position pays a higher rate of pay or provides for more hours of work, or
  2. The temporary position has a longer period of duration, if known, or
  3. The employee has been in the original position for a period of three (3) months, or
  4. The temporary position represents a change of shift.
- c) All temporary vacancies that exceed or are known to exceed four (4) months shall be posted in accordance with Article 10.01 (a) above. Any permanent employee may apply to these positions if:
1. The temporary position pays a higher rate of pay or provides for more hours of work, or
  2. The temporary position represents a change of **shift**, (night to day or day to night, including split shift to full shift, and other situations by mutual agreement), or
  3. The temporary position is closer to the employee's home (30 km or more)

Both parties agree that the temporary vacancy being created by the successful applicant will be backfilled as per Article 10.01 b). It is further understood that if a vacancy is filled by a temporary employee it shall be posted after four (4) months at which time a permanent employee may apply under the above conditions.

(Vacancies: up to 30 days = does not have to be posted - use of temps; after 30 days and up to 4 months = part-time as per Article 10.01 b) and/or temps; after 4 months = any employee can apply as per Article 10.01 c).

- d) For the purpose of this Article, employees hired prior to the ratification of this Collective Agreement shall be deemed to have their grade 12.

10.02 Vacancies shall be filled on the following basis of seniority in the bargaining unit provided that the senior applicant possesses the skills. In determining who is successful in the job vacancy, the following shall apply. When in the judgement of the Employer, which shall not be exercised in an arbitrary or discriminatory manner the ability, knowledge, training, skill and physical fitness of the individual to fulfil the normal requirements of the job and his/her capability for the job requirements are

relatively equal as between two (2) or more employees, then their relative seniority ranking shall govern.

10.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

10.04 No full time position shall be eliminated by reason of the duties being assigned to one or more part time (temporary) employees.

## **ARTICLE 1 ■ - GRIEVANCE AND ARBITRATION PROCEDURE**

11.01 Application

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

11.02 Employees' Complaints and Grievances

It is agreed that an employee has no grievance until he/she has given his/her immediate Facilities Services Supervisor/Maintenance Supervisor an opportunity to adjust his/her complaint.

The aggrieved employee(s) will submit the grievance to his/her steward. If the employee's steward is absent, he/she may submit the grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the grievance procedure, the grievor shall have the right to be present.

11.03 Step 1

The Chief Steward and/or another member of the Grievance Committee will submit a written grievance form to the Manager of Plant within ten (10) working days from the time the employee brought the matter to the attention of his/her immediate supervisor. The Manager of Plant will reply in writing within ten (10) working days.

11.04 Step 2

Failing settlement being reached in Step 1, the Grievance Committee may, within ten (10) working days, submit the written grievance to the Superintendent of Business. The Grievance Committee and the Superintendent of Business shall meet within five (5) working days of the receipt of the written grievance. The Superintendent of Business shall reply in writing within ten (10) working days of the meeting.

### Step 3

If the grievance is not deemed settled on the basis of the answer in Step 2, the Union shall within ten (10) working days of the receipt of the answer in Step 2, notify the Superintendent of Business, in writing of its desire to submit the grievance to arbitration and/or mediation.

#### **11.05** Group or Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Union/Employer or group of employees are affected, the Union Grievance Committee/Superintendent of Business shall commence the grievance at Step 2. The timelines for a group or policy grievance shall be ten (10) working days from the time the Union/Employer or group of employees became aware of the circumstances giving rise to the grievance, or after the date when the event could reasonably have been detected.

#### **11.06** Discharge or Discipline Grievances

In the case of a discharge or discipline grievance, the matter may be initiated by the aggrieved employee in writing within ten (10) working days of the discharge or discipline at Step 2 of the grievance procedure.

#### **11.07** Probationary Employees

It is agreed that the dismissal of a probationary employee shall not be made the subject of a grievance.

#### **11.08** Witnesses

At Steps 1 and 2 of the grievance procedure or at arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises, which may be relevant to the settlement of the grievance to view any working conditions.

#### **11.09** Time Limits

The time limits fixed in the grievance procedure may be extended only by mutual consent of the parties to this Agreement.

#### **11.10** Enforcement

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

#### **11.11** Authority

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

## 11.12 Arbitration Application

Any difference of opinion relating to interpretation, administration, application or alleged violation of this Agreement, which cannot be settled after exhausting the grievance procedure, shall be settled by arbitration as follows:

- a) Arbitrator - The Employer and the Union shall choose a mutually agreeable arbitrator who shall hear the arbitration. Should the Employer and the Union fail within five (5) days to agree to an arbitrator, either party may apply to the Ministry of Labour requesting the appointment of an arbitrator. The parties shall indicate to the Ministry of Labour the names of those persons whom they failed to agree upon, and the Ministry of Labour shall not appoint one of the persons named. The arbitrator shall hear the evidence of both parties and shall render his decision within thirty (30) days of the completion of taking evidence. The decision of the arbitrator shall be final and binding and enforceable on both parties. The parties shall jointly and equally bear the expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.
- b) Powers of the Arbitrator  
The Arbitrator shall not have the power to add to, or subtract from or change the provisions of this Collective Agreement in any manner whatsoever.

- 11.13 a) No employee shall be discharged, suspended or disciplined without just cause. In such case, the employee and the Union shall be advised in writing from the Employer of the reason for the discharge, suspension or discipline.
- b) At the time formal discipline is imposed, an employee shall have the right to the presence of his/her steward. The Employer shall notify the employee of this right in advance.

## ARTICLE 12 - ACCESS TO FILES

- 12.01 The personnel file respecting an employee shall be maintained in the Human Resources Department of the Board and shall be available and open to the employee and/or a person authorized in writing to act on the employee's behalf for inspection in the presence of a Board Human Resources Department staff at any reasonable time during the regular working hours of the department. The employee's personnel files **may** be viewed at either resource centre provided two (2) weeks' notice **is** given.

The employee may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the employee.



If the employee disputes the accuracy or completeness of any such information other than an evaluation, the Board shall, within twenty (20) school days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm, amend or remove the information.

Where the Board amends or removes information as outlined in this Article, the Board shall, at the request of the employee notify all persons who received a report based on the prior information.

An employee may place comments on any materials kept on file pertaining to the employee.

No later than three (3) years after the date of issue, or less at the discretion of the Director, any disciplinary documents or adverse job-related correspondence contained within an employee's personnel records and files shall be removed and returned to the employee unless further disciplinary action has occurred for the same or similar offence within that period. This does not apply to documents or correspondence, which the Board is required to retain by law. These will be kept in a sealed envelope separate from the employee's files and will only be opened when the Board is required by law to open them.

Note: Verbal warning is still outstanding

## **ARTICLE 13 – ANNUAL VACATIONS**

(Applicable to employees in permanent posted positions) -Annual vacation is based on September 1 to August 31.

Note: Both parties agree that the Employer agrees to continue to carry over unused vacation days when employees are unable to exhaust their vacation days in the current year.

13.01 a) Employees shall receive annual vacations with pay in accordance with the employee's years of employment as follows:

For annual vacation purposes only, the increase of vacation entitlement will become effective on the employee's anniversary date and will be prorated for that year. Vacation for part-time permanent employees shall be pro-rated in accordance with their regular hours of work.

Effective September 1, 2001

|                                      |         |
|--------------------------------------|---------|
| Up to 3 years of continuous service  | 10 days |
| After 3 years of continuous service  | 15 days |
| After 10 years of continuous service | 20 days |
| After 15 years of continuous service | 25 days |
| After 21 years of continuous service | 26 days |

|                                      |         |
|--------------------------------------|---------|
| After 22 years of continuous service | 27 days |
| After 23 years of continuous service | 28 days |
| After 24 years of continuous service | 29 days |
| After 25 years of continuous service | 30 days |

Part time employees (not in a posted position) shall receive vacation pay at the rate of four (4%) of **gross** regular wages paid on a bi-weekly basis. Temporary employees shall receive vacation pay at a rate of four **(4%)** of gross regular wages paid on a bi-weekly basis.

Vacation entitlement must be used within a twelve-month period (September 1 – August 31). Vacation credits may not be carried forward from year to year.

- b) Vacation entitlement shall be pro-rated for any **loss** of pay of one (1) month or greater.

### 13.02 Requests for Vacation Time Off

An employee shall be entitled to receive their vacation in blocks of 5 working days unless otherwise mutually agreed upon by the employee and employer. The Employer will make every reasonable effort to grant an employee his/her vacation when specified by the employee. Preference in choice of vacation time shall be given to employees with a greater length of continuous service.

The Board encourages employees to take their vacation during school break periods (March break, July, August and Christmas Break).

- a) The employee will provide the Facilities Services Supervisor/Maintenance Supervisor with a minimum of two (2) days notice for every day of vacation requested.
- b) All employees are required to provide a written vacation request in writing by January providing the employee is not bound by their choice.

13.03 Vacation requests must be provided in writing on the appropriate form and approved by the employee's immediate Facilities Services Supervisor/Maintenance Supervisor.

13.04 Should an employee's vacation period fall during a paid statutory holiday, the employee shall be entitled to schedule another day's vacation in lieu.

### 13.05 Early Termination

An employee terminating employment who has not used up his/her entitlement shall receive pay in lieu of such vacation. Or if an employee is terminating employment who has taken vacation time in excess of time earned, shall reimburse the Board for

such time. Arrangements to reimburse the Board must be made prior to final payment.

## ARTICLE 14 – CUMULATIVE SICK LEAVE

(Year is defined as September 1 to August 31)

- 14.01 a) A sick leave credit system is hereby established for employees in permanent posted positions. The Superintendent of Business will administer the system. (Sick leave shall be pro-rated for other than full time).
- b) The Board shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit or deduction therefrom.
- c) At the commencement of permanent employment, or at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month. Accumulated sick leave credits shall not exceed the following caps:
- i) Employees of the NNDSB who have accumulated more than 250 days as of September 1, 2000 shall have their sick leave days capped at that value. However, if through usage of sick leave days the number falls below 250, that employee shall subsequently be capped at 250.
  - ii) Employees of the NNDSB who have fewer than 250 days as of September 1, 2000 shall be capped at 250 days.
- d) The Board shall keep a record of the accumulated credits and the deductions therefrom.
- Full time employees shall be entitled to sick leave credits at the rate of two (2) days for each month when being paid by the Board. Total accumulation shall be 24 days per year. The employee shall be credited annually with 100% of the unused portion of the sick leave days. Employees who are on Board approved secondment to other employers and union leave shall accumulate sick leave at the rate specified.
- e) By the first regular pay date in November, each full time employee shall receive a statement indicating the accumulated sick leave credits to August 31 the previous school year.
- f) When an employee is absent due to illness, the Board may require the employee to submit a certificate from a qualified medical or dental practitioner. The cost of such a certificate shall be paid by the Board.
- g) Illness due to pregnancy shall be covered by this plan.

- h) If an employee submits a resignation effective earlier than the 1<sup>st</sup> day of the working year, deduction shall be made from the employee's sick leave credits for the remaining months of the year at the rate of two (2) days per month.

#### 14.02 Retirement Allowance

An employee who meets the requirements below will qualify for a Retirement Gratuity based on the number of accumulated sick leave **days** and the number of years of service in accordance with the following formula:

$$G = \frac{Y}{20} \times \frac{N}{200} \times \frac{S}{2}$$

Where:

- G** = Value of gratuity  
**Y** = Number of years **of** service with the Near North District School Board and its predecessor Boards (maximum of 20)  
**N** = Number of accumulative sick leave days earned with the Near North District School Board and its predecessor Boards (maximum of 200)  
**S** = Annual Salary

- 14.03 The retirement allowance may not exceed 50% of the annual salary at the time of retirement.
- 14.04 To qualify for a gratuity, an employee must be eligible for a pension, be at least fifty (50) years of age, and have a minimum of twelve continuous **(12)** years of service with the Board.
- 14.05 Payment of the retirement gratuity shall be made on the following basis: Notice of retirement must be received by April 30, in order to receive the gratuity in September or such other date as the employee requests, provided it is in the next budget year (budget year September to August 31).
- 14.06 If retirement notice is not received prior to April 30, the gratuity payment will be postponed for 14 months following receipt of notice.
- 14.07 The normal retirement age for all employees shall be age 65. Employees shall retire at the end of the month following their 65<sup>th</sup> birthday.

### **ARTICLE 15 – LEAVES OF ABSENCE**

Note: For the purpose of this Article, all written requests for leaves of absence will be dealt with at the discretion **of** the Superintendent of Business as per Article 15.

### 15.01 Personal Leave without Pay

An employee may request a leave of absence for personal reasons without pay. Such a request must be submitted in writing to the immediate supervisor for approval by the Superintendent of Business.

### 15.02 Short term Leaves

(Applicable to employees in a permanent posted position)

A leave of absence for any of the following reasons shall be granted by the employee's Facilities Services Supervisor/Maintenance Supervisor and shall be with pay, and without **loss** of sick leave:

- a) Where an employee is writing examinations and:
  - ◆ The examination is written in conjunction with improvement of qualifications or professional standing, and the examination is written during work hours; or
  - ◆ The examination is written outside work hours, but travel time during work hours is necessary to reasonably arrive at the examination location.
- b) Where an employee is attending his/her own graduation exercises or the graduation of his/her spouse, son, daughter or parent (Grade 8, secondary, post-secondary) and:
  - ◆ The exercise occurs during work hours; or
  - ◆ The exercise occurs outside work hours, but travel time during work hours is necessary to reasonably arrive at the graduation location.
- c) For absence occasioned by the birth or adoption of a son/daughter, a leave of absence not exceeding one day.
- d) Where the employee is attending the funeral of a member of the family:
  - ◆ In the case of immediate family as defined below, a leave of absence up to a maximum of five (5) days.
  - ◆ In the case of a member outside the immediate family as defined below, or a friend, one **day**.

Definition of immediate family: parent, parent-in-law, spouse, child, brother, sister, grandparent, grandchild. However, there may be exceptional situations for other relatives. In such cases, the employee may be granted leave, subject to the approval of the Superintendent of Business or designate.

- e) An employee shall be allowed a leave of absence for duty by reasons of a summons to serve as a juror, or a subpoena as a witness to any proceedings to which the employee is not a party or one of the persons charged, provided that the employee pays to the Board any fee, exclusive of travelling

allowances and living expenses that the employee receives as a juror or witness.

- f) A leave will be granted without deduction of salary or sick leave credit for illness or medical appointments for a member of the immediate family as a result of which the employee is required to be away from work. Such leave shall be limited to a maximum of three (3) days per year (September to August). Immediate family, in this case, shall be limited to son, daughter, spouse, mother or father. Every reasonable effort must be made to take care of the situation by other means.
- g) When an employee is absent due to quarantine by order of the Medical Authorities.

#### 15.03 Pregnancy and Parental Leave

This Article shall be in accordance with the Employment Standards Act. The employee must give the Board at least two weeks written notice of the date the leave is to begin and the expected date of return to active duty. The notice must be accompanied with a certificate from a legally qualified medical practitioner stating the expected birth date.

### **ARTICLE 16 – HOURS OF WORK**

#### 16.01 Regular Hours

The regular hours of work for permanent employees shall not exceed five (5) consecutive eight-hour days for a total of forty **(40)** hours per week, Monday to Friday. By mutual agreement, the regular hours of work shall include Saturday for the one position at Parry Sound High School. **All** shifts are to take place between 6:30 a.m. and midnight unless mutually agreed upon by the employee and the Manager of Plant/Maintenance Supervisor.

- 16.02 The parties recognize that split shifts may be necessary in certain facilities. Current split shifts will continue to operate as usual. Any future requirements requiring split shifts will first be discussed with the Union before implementation. Effective September 1, 2006, the premium will be increased to \$6.65 and Effective September 1, 2007 the premium will be increased to \$6.85.

#### 16.03 Changing Shifts

The Employer shall give the employee(s) twenty-four **(24)** hours notice in writing when temporarily changing their shift(s) except in cases of emergency. The parties recognize that shifts that may be permanently changed will result in employees evoking the lay-off/bumping process as outlined in Article 9.08.

- 16.04 Effective September 1, 2006 a shift premium of seventy-five cents (75¢) per hour will be paid for all hours worked from 4:00 p.m. to the end of the employee's shift.

Where an employee works eighty percent (80%) of his/her shift after 4:00 p.m. the sixty (60) cents shift premium will be paid for the entire shift. Effective September 1, 2007, the shift premium will be eighty cents (80¢)

16.05 Regular hours of work will exclude at least a one-half (1/2) hour unpaid lunch.

## ARTICLE 17 – OVERTIME

17.01 Employees shall be paid for all work performed at the request of the Employer, in excess of the regular daily and weekly working hours at the rate of time and one-half (1-1/2) of the employee's regular rate of pay per hour. Only the Facilities Services Supervisor/Maintenance Supervisor may authorize overtime hours.

17.02 All work performed on a Sunday shall be paid at the rate of double time the hourly rate. All overtime must be approved in advance by the Facilities Services Supervisor/Maintenance Supervisor.

17.03 Employees may choose to receive time off instead of cash payment at the equivalent hourly overtime rate. If time off is chosen instead of overtime pay it must be approved in advance by your Facilities Services Supervisor/Maintenance Supervisor. Employees may only bank a total of 40 hours at any given time. All banked time/overtime may not be carried over from year to year. (September to August 31)

17.04 1) The parties agree that the distribution of overtime shall be as follows:

a) Monday to Friday - overtime will be distributed to part-time employees at the employee's regular rate of pay (as long as it is not over eight (8) hours per day then the overtime rate shall apply) to a maximum of forty (40) hours. If these part-time employees are not available, then the overtime hours shall be offered to temporary employees at the temporary rate of pay (as long as it is not over eight (8) hours per day then the overtime rate shall apply). Failing the availability of the above employees the hours shall be offered to the full-time employees in the school based on the equitable sharing of the overtime hours.

b) Saturday and Sunday - the overtime shall be offered to the full-time employees in the school based on the equitable sharing of overtime hours. If these employees are not available, the overtime hours shall be offered to part-time employees at the employee's regular rate of pay (as in (a) above) **and finally** the temporary employees (as in (a) above).

2) The Board will contact the part-time and temporary employees and prepare a list of what schools the employees are interested in working at. It shall be

the responsibility of the employee to notify the Board of any change to their overtime request status.

17.05 An employee who is called back to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rate.

**ARTICLE 18 – STATUTORY HOLIDAYS**

(Applicable to employees in permanent posted positions)

18.01 In the event that the following paid holidays fall on a day set out below, the following schedule of days off with pay shall be observed by all employees:

| <b>Holiday</b> | <b>Falling on</b> | <b>Day Off with Pay</b> |
|----------------|-------------------|-------------------------|
| New Year's Day | Saturday          | Friday preceding        |
| New Year's Day | Sunday            | Friday preceding        |
| Canada Day     | Saturday          | Monday following        |
| Canada Day     | Sunday            | Monday following        |
| Christmas Day  | Saturday          | Friday preceding        |
| Christmas Day  | Sunday            | Monday following        |
| Boxing Day     | Saturday          | Monday following        |
| Boxing Day     | Sunday            | Monday following        |
| Boxing Day     | Monday            | Tuesday following       |

a) Employees shall be paid a normal day's pay at the regular hourly rate for each of the following paid holidays:

- |                |                  |               |
|----------------|------------------|---------------|
| New Year's Day | Good Friday      | Easter Monday |
| Victoria Day   | Canada Day       | Civic Holiday |
| Labour Day     | Thanksgiving Day |               |
| Christmas Day  | Boxing Day       |               |

Plus one(1) floater day at either the Christmas or March break.

b) Should any of the above paid holidays fall on an employee's regular day off, he/she shall be granted the day off with pay in lieu thereof on a day mutually agreed upon by the Employer and the employee.

c) An employee required to work on a statutory holiday will be compensated in accordance with the Employment Standards Act.

d) When an employee is absent because of sickness other than paid compensation (WSIB) such employee shall be paid for statutory holidays that occur during the time that the employee is entitled to and is receiving sick



leave credit. .However, such day shall be deducted from the employee's sick leave credits.

## **ARTICLE 19 – RELIEVING IN HIGHER/LOWER GRADES**

- 19.01 a) When an employee is authorized to temporarily relieve and perform the duties of a higher classification for one day or more, he shall receive the rate for the higher classification.
- b) When an employee is temporarily assigned and performs the duties of a lower rated classification, he/she shall receive the rate of their current classification.

## **ARTICLE 20 - ORDERS AND DIRECTIVES**

20.01 Employees shall normally receive and accept orders, directives from their Facilities Services Supervisor/Maintenance Supervisor or designate, or an accredited representative of the Employer above the rank of supervisor, whose duties place him/her directly in charge of the employees concerned. For the purpose of this Article, an accredited representative of **the** Employer will be the principal or designate.

## **ARTICLE 21 - EMPLOYEE BENEFITS**

- 21.01 The Board shall pay 100% of the cost and shall administer the employee benefits outlined below for all full time employees covered by this Agreement subject to the following:
- a) Effective September 1, 2006, the bargaining unit will determine the benefit coverage subject to the following: the total amount allocated by the Board to cover the cost of extended health care, dental plan and other benefits, shall be set at \$2,550 per full time employee per year. Effective September 1, 2007, the total amount allocated by the Board shall be increased to \$2,700.

Note: Both parties agree that the Union reserves the right to change the benefit carrier on a one (1) time basis.

- b) The LTD plan must provide a waiting period of not more than 120 continuous days of absence. The employee will **be** required **to** apply for and if approved to receive LTD benefits on the 121<sup>st</sup> day of disability. There shall be a long-term disability plan selected by and fully paid for by the custodian or maintenance worker. The Board agrees to administer the enrolment, deduction, and remittance of premiums, the provision of available necessary data to the insurer in continuation of assisting custodians/maintenance

workers in the administration of claims as has been established through past practice. CUPE Local **1165** is responsible for selecting the carrier and for resolution of any disputes between the custodian/maintenance workers and the carrier regarding the eligibility of the claim. As a condition of employment all custodians and maintenance workers newly hired by the Board shall be enrolled in the LTD plan.

- c) The Board agrees to deduct at source any required premium payment incurred by the employees.
- d) The Board shall provide, to each full time member, an employee booklet describing the benefits to all members of the bargaining unit.
- e) The bargaining unit shall be supplied with a copy of updated master contracts between the Board and the insuring companies.

**21.02** Subject to the restrictions of the plan, employees receiving Long Term Disability Benefits shall be permitted to pay the full costs of any employee benefits in which they participated at the commencement of the Long Term Disability.

**21.03** The amount of the employee's share of the refundable Employment Insurance Rebate shall be refunded to the bargaining unit by February 28 for the preceding calendar year.

**21.04** In the event of an employee's death, the surviving spouse and/or dependents shall be entitled to continue individual and/or family coverage of the benefits set out in **21.01** for a period of one year.

**21.05** The Employer shall continue to cover **100%** of the premium costs for each of the benefits selected by an employee's spouse and/or dependents in accordance with Article **21.01**. Coverage extended to the surviving spouse and/or dependents under Article **21.01** will be subject to the terms and conditions of the respective insurance plans.

**21.06** A full time employee who has been granted an unpaid leave of absence of greater than one month under the terms of the Collective Agreement shall have the right to continue participation in any of the benefit plans, provided the employee pays the total costs.

**21.07** Pension Plan

Every eligible employee shall participate in the Ontario Municipal Employee's Retirement Plan (O.M.E.R.S.).

## ARTICLE 22 - PAY DAYS

22.01 The Employer shall pay salaries and wages every second Friday in accordance with Schedule "A" (Job Classifications and Rates of Pay) attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his/her wages and deductions. Should a holiday occur on a payday, then the preceding day shall be deemed to be payday for the purpose of this Agreement.

### 22.02 Overpayment/Underpayment

Errors in creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered. The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time that has elapsed from the beginning of the school year to the pay period at which the overpayment was discovered. Notwithstanding the foregoing, the employee may mutually agree with the board to repay the overpayment in a shorter period. In no case shall an employee have monies deducted by the Board in conjunction with this article without first advising the employee.

Errors in pay creating an underpayment shall be recoverable back to the beginning of the twelve (12) month period in which the error was discovered and shall be recovered on the next pay.

## ARTICLE 23 - GENERAL

### 23.01 Injury

- a) An employee who is injured during working hours and is required to leave for treatment and a doctor or nurse states that the employee **is** unfit for further work on that shift, or *is* sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave.
- b) At the time an injury occurs, the Board shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.
- c) Under the Workers' Safety Insurance Board (WSIB), the Board shall provide protection for full-time employees by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under the cumulative sick leave plan, the Board will augment the compensation award so that **full** net salary will be paid **up** to the cash value of the number of days accumulated, after which the employee shall receive only the compensation award.

- d) Temporary employees will receive the WSIB compensation award only

**23.02 Tuition Fee Support/Professional Development**  
(Effective Sept. 01/01)

It is the Board's intention to set aside a sum of money in the budget to address system and individual needs. Where an employee participates in a course approved in advance by the Manager of Plant, the Board will pay 1/3 of the tuition fee at the beginning of the course and 2/3 of the tuition fee upon proof of successful completion of the course. If the employee does not complete the course, the 1/3 reimbursement will be returned to the Board through a payroll deduction.

**23.03 Severance Pay**

An employee who is terminated for a reason other than just cause shall receive severance in accordance with the Employment Standards Act.

**23.04 Vehicle Allowance**

All employees travelling on authorized Board business shall be reimbursed at the current Board rate per kilometre.

**23.05 Safety Footwear**

Effective September 1, 2007 the approval of the appropriate safety footwear will be determined by the Joint Health & Safety Committee.

The Employer shall pay an allowance towards the cost of approved safety footwear to each permanent employee on their first pay cheque in September in the amount of \$100 every year.

Note: Both parties agree that the employee will be subject to discipline if safety footwear is not worn.

**23.06 Safety Prescription Glasses (Maintenance Only)**

The Employer will pay for safety prescription glasses \$200 every two (2) years provided the employee submits copy of prescription and receipt for purchase.

**23.07 Contracting Out**

No permanent employee will lose employment with the Employer as a result of contracting out during the term of this Agreement.

## **ARTICLE 24 - RULES AND REGULATIONS**

24.01 The Employer, in establishing rules and regulations not inconsistent with this Agreement applicable to the employees shall communicate same to the employees either by posting same on the bulletin board, or by supplying the employees with a

written copy of same. Copies of rules and regulations and amendments thereto shall be forwarded to the Union prior to implementation by the Employer.

## ARTICLE 25 – PRINTING OF AGREEMENT

25.01 The Employer and the Union agree that members will receive a copy of the Collective Agreement as soon as possible after the signing of the Agreement, and that the Agreement be printed on Board equipment and all costs be paid by the Board if printed on 8 – ½ x 11 paper.

## ARTICLE 26 – TERMS OF AGREEMENT

26.01 This Agreement shall be in effect from September 1, 2006 and shall remain in effect until August 31, 2008. Unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement as set forth in Article 3.02, then it shall continue in effect for a further year without change and so on from year to year thereafter.

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

26.03 If either party gives a notice of amendments, or termination, the parties shall meet for the purpose of negotiations at the earliest mutual agreeable date prior to the expiration date of this Agreement

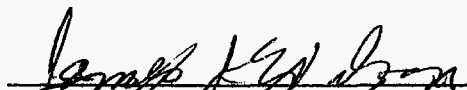
IN WITNESS WHEREOF the parties have hereunto set their hands and seals this Agreement.

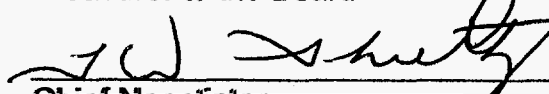
DATED AT South River, Ontario this 24<sup>th</sup> day of May, 2007

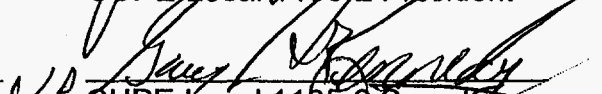
  
(Chair of the Board)


  
CUPE National Representative

  
Treasurer to the Board

  
CUPE Local 1165-2 President

  
Chief Negotiator

  
CUPE Local 1165-2 Secretary



**Schedule "A" Job Classifications and Rates of Pay**

| Position                                       | September 1, 2006 |  |                 | September 1, 2007 |  |                 |
|--|-------------------|--|-----------------|-------------------|--|-----------------|
|  | Start Rate        | After 12 Months                                    | After 24 Months | Start Rate        | After 12 Months                                    | After 24 Months |
| Maintenance (Lic. Trades)                      | 21.87             | 22.47  | 23.09           | 22.53             | 23.15  | 23.79           |
| Maintenance (Gen. Labour)                      | 17.78             | 18.27  | 18.77           | 18.32             | 18.82  | 19.34           |
| Custodians                                     | 16.91             | 17.38  | 17.86           | 17.43             | 17.91  | 18.40           |
| Lead Custodian<br>Secondary<br>(Evening Shift) | 20.55             | 21.12  | 21.70           | 21.18             | 21.76  | 22.36           |
| Temporary Custodian                            | 14.13             | Temporary Rate includes (vac. & stat. holiday pay) |                 | 14.55             | Temporary Rate includes (vac. & stat. holiday pay) |                 |
| Shift Premium                                  | 0.75/hr           | See article 16.04                                  |                 | 0.80/hr           | See article 16.04                                  |                 |
| Split Shift                                    | 6.65/shift        | See article 16.02                                  |                 | 6.85/shift        | See article 16.02                                  |                 |

## Letter of Understanding

### Benefits

The parties agree that this Letter of Understanding will remain in full force and effect until August 31, 2006

The parties agree that the following part-time employees who currently enjoy benefits shall continue to receive such benefits according to the following:

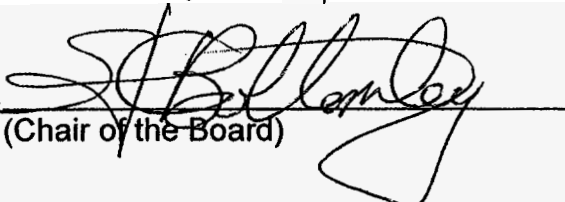
H. Frost

That the former East Parry Sound employees who have received sick leave accumulation shall continue to receive sick leave on a pro-rated basis, according to the number of hours worked and shall continue to enjoy benefits (life, dental, extended health care and long term disability) in accordance with Article 21.01.

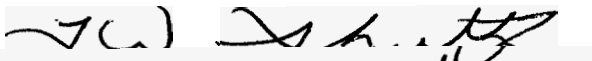
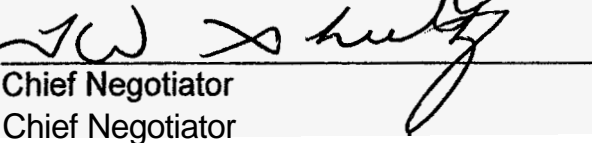
- That the former West Parry Sound employees who have received sick leave credits (non-accumulative) shall continue to receive sick leave benefits on a pro-rate basis according to the number of hours worked and shall continue to enjoy benefits (life, dental, extended health care and long term disability) in accordance with Article 21.01.
- 
- These employees shall receive the rate of pay in accordance with their classification.


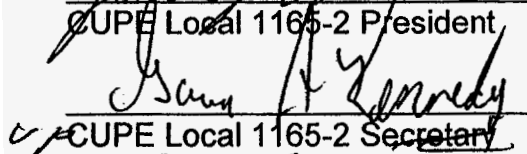
IN WITNESS WHEREOF the parties have hereunto set their hands and seals this Agreement.

DATED AT Parry Sound, Ontario this 24<sup>th</sup> day of May 2007.

  
(Chair of the Board)

  
CUPE National Representative

  
  
Chief Negotiator  
Chief Negotiator

  
CUPE Local 1165-2 President  
  
CUPE Local 1165-2 Secretary



**Letter of Understanding  
Flex Hours**


Flex hours will be considered in consultation with the employee and his/her Facilities Services Supervisor/Maintenance Supervisor.

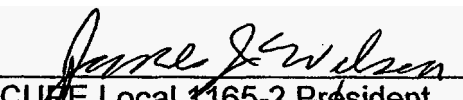
IN WITNESS WHEREOF the parties have hereunto set their hands and seals this Agreement.

DATED AT Parry Sound, Ontario this 2<sup>nd</sup> day of May 2007.

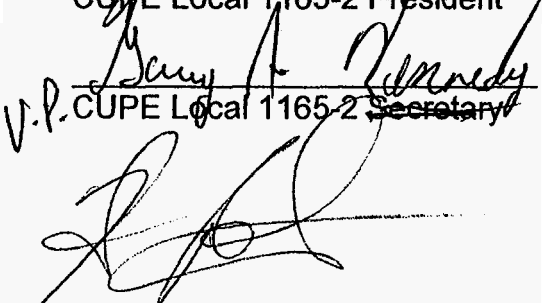
  
(Chair of the Board)

  
CUPE National Representative

  
Treasurer to the Board

  
CUPE Local 1165-2 President

  
Chief Negotiator

  
V.P. CUPE Local 1165-2 Secretary



## Letter of Understanding

### Labour/Management Committee Regarding Common Concerns

A committee shall be established as soon as possible to discuss areas of common concern that relate to Custodian/Maintenance employees.

The committee will be comprised of three (3) representatives from each party and records shall be kept of all meeting.

The mandate of the committee **will** be developed by the committee members.


Meetings of the committee shall be held during the regular working day. Time spent attending such meetings shall be considered as work time.

To assist the committee to fulfill its mandate, the Board will provide information such as financial data, staffing demographics and/or organizational structure.

The Employer agrees to reimburse the committee members per km to attend the Labour Management Committee meetings.


IN WITNESS **WHEREOF** the parties have hereunto set their hands and seals this Agreement.


DATED AT Perry Sound, Ontario this 24<sup>th</sup> day of May 2007.


  
(Chair of the Board)

  
CUPE National Representative

  
Treasurer to the Board

  
CUPE Local 1165-2 President

  
Chief Negotiator

  
V.P. CUPE Local 1165-2 Secretary



## Letter of Understanding

### Insurance Carrier

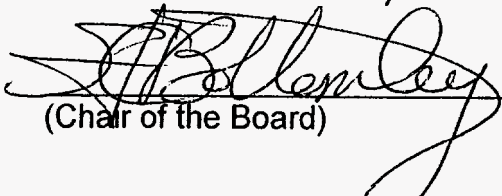
The parties recognize that the Board is the policyholder and that under Article 21.01 (e) the Union will be supplied with master copies of the insurance companies benefit program as it pertains to Health Care, Dental or Life Insurance Benefits.

It is also recognized that the Union is the policyholder for Long Term Disability Benefits under Article 21.01 (b) and will provide the Board with a master copy of the policy.

It is understood that the administration of these benefits will be the Board's responsibility as per Article 21.01.

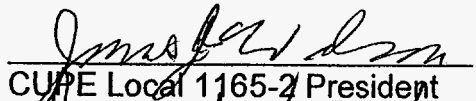
IN WITNESS WHEREOF the parties have hereunto set their hands and seals this Agreement.

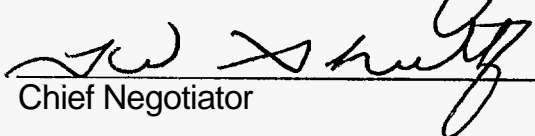
DATED AT Perry Sound Ontario this 24<sup>th</sup> day of May 2007.

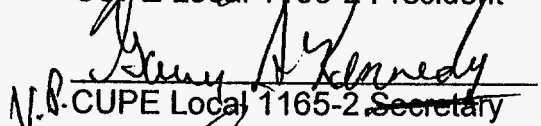
  
(Chair of the Board)

  
CUPE National Representative

  
Treasurer to the Board

  
CUPE Local 1165-2 President

  
Chief Negotiator

  
N.B. CUPE Local 1165-2 Secretary




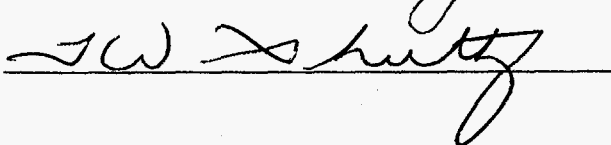
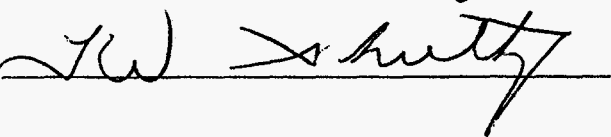
Letter of Understanding

Respectful Workplace

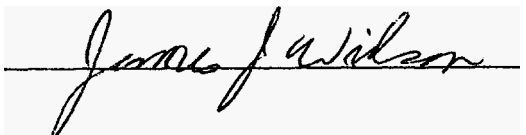

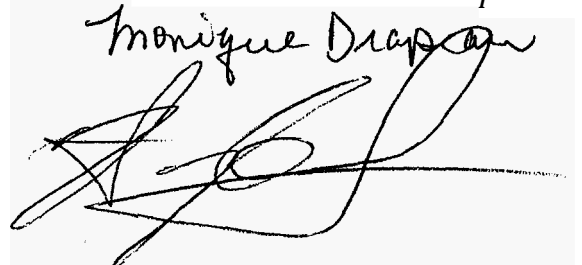
During negotiations, both **parties** acknowledged the joint responsibility for the creation and maintenance of a respectful workplace free from harassment and discrimination. Additionally, both parties identified the desire and commitment to continually foster the ongoing development of a respectful and positive workplace. Given the recognition of this, the parties agree to jointly develop a training and awareness program geared to the creation and ongoing development of a positive respectful workplace. Therefore, the Labour Management committee, by way of this Letter of Understanding will meet within ninety (90) days from ratification of the Collective Agreement to commence work on the development of this program.

Signed at North Bay this 24<sup>th</sup> day of May 2007.

ON BEHALF OF  
THE NEAR NORTH DISTRICT SCHOOL BOARD

ON BEHALF OF  
CUPE LOCAL 1165-2

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