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**COLLECTIVE AGREEMENT**

between

**The Sudbury District  
Roman Catholic  
Separate School Board**

and

**The Canadian Union of  
Public Employees  
Local 1369, C.L.C.**

**(1990 - 1991)**

NOV - 5 1990



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## COLLECTIVE AGREEMENT

### ARTICLE 1 - PURPOSE

**1.01** The purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

### ARTICLE 2 - SCOPE

**2.01** The scope of this Agreement shall apply to all employees of the Sudbury District Roman Catholic Separate School Board as defined in the Certificate of Certification - issued by the Ontario Labour Relations Board, and dated at Toronto the 7th day of July 1960 and revised on the 29th day of July 1987.

**2.02** This being all of the Custodial and Maintenance Staff of the Sudbury District Roman Catholic Separate School Board save and except Chief Custodians - Secondary and Foremen, persons above the rank of Chief Custodians - Secondary and Foremen, Office Staff and persons not regularly employed for more than 24 hours per week.

### ARTICLE 3 - UNION RECOGNITION

**3.01** The Board hereby recognizes the Union as the sole Collective Bargaining Agent for all employees covered by Article 2 - Scope, in respect to hours of work, wages and all other conditions pertaining to this Agreement.

**3.02** There shall be no discrimination or intimidation by the Board or the Union against any employee by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, mental or parental status, family relationship, place of residence, handicap, nor by reason of membership or activity in the Union.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The Union agrees that the Board has the right, subject to the terms and provisions of this Agreement, to manage all departments, to direct the forces, to hire, promote, demote, transfer, lay-off, suspend, discipline or discharge employees for just cause.

**4.02** The Board agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of the employee to lodge a grievance as set forth herein.

**4.03** The Union agrees that the Board has the right to require from the employees covered by this Agreement, a certificate of medical fitness from a Doctor mutually agreed upon. The cost of such examination to be borne by the Board.

**4.04** The Union agrees that the Board has the right to make and alter from time to time rules and regulations to be observed which are not inconsistent with the provisions of this Agreement.

**4.05** The official personnel file of an Employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action including letters of reprimand or any adverse reports.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

**5.01** The Board and the Union agree that the prompt and effective settlement of grievances is desirable and both parties agree to expedite such settlements. Therefore, both parties agree to adjust any complaints or grievances through the regularly constituted Grievance Procedure hereinafter set forth.

**5.02** In the event of any dispute or grievance arising between the Board and the Union, there shall be no suspension of work on the part of the Board or employee on account of such dispute or grievance. Grievances shall

not be discussed when individual or group stoppages occur until the employee or employees participating return to work.

**5.03** It is the mutual desire of the Parties hereto that complaints of employees be adjusted as quickly as possible. Therefore, an employee's complaint may be taken up verbally by the employee affected with his/her Immediate Supervisor within three (3) working days.

Employees shall be accompanied by their Steward unless they do not wish a Steward present. The Immediate Supervisor shall give an answer within three (3) working days.

**5.04** It is agreed that an employee has no grievance unless the First Step of the Grievance Procedure has been taken within sixteen (16) working days from the time such grievance arose.

**5.05** The Steps to be taken in the Grievance Procedure shall be as follows:

- (1) The grievance shall be submitted in writing to the responsible Department Manager and shall be discussed between the Manager/designate, the applicable Supervisor/designate, and employee or employees concerned, accompanied by a Steward. If no satisfactory solution is arrived at within two (2) working days, the Second Step of the Grievance Procedure may be invoked.
- (2) In this, The Second Step, written grievance shall be discussed between the Superintendent of Business & Finance or designate, the Department Manager/designate, a designate from Human Resources and the employee or employees concerned together with a Steward and a CUPE representative within ten (10) working days. The Superintendent of Business & Finance or designate shall give its decision in writing to the Union within seven (7) working days of the meeting.

- (3) Within four (4) working days after receipt of the decision of the Superintendent of Business & Finance or designate, the Union shall advise the Board in writing of its intention to proceed to the next or Third Step.
- (4) The Third Step shall be between the full Board at its next regular meeting or a special meeting called for the purpose and the employee or employees concerned together with a Steward and a CUPE Representative. If no satisfactory solution is arrived at within ten (10) working days, the case may be referred to Arbitration.
- (5) The Union shall notify the Board of its intention to refer the case to Arbitration within ten (10) working days after receipt of the Board's decision. The notice shall contain the name of the Union's Nominee to the Arbitration Board. Alternatively either party may invoke the provisions of Section 45 of the Ontario Labour Relations Act.
- (6) The Board shall within five (5) working days of receipt of the notice, advise the Union of its Nominee.
- (7) The two appointees shall, within five (5) working days of the appointment of the second, nominate a third party who shall be Chairman. In the event of their failure to select a third party, the Minister of Labour for Ontario shall select a third party.
- (8) The Arbitration Board shall convene and render a decision within fifteen (15) working days of the appointment of the third party.
- (9) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern. Such decision shall be final and binding upon the Board and the Union. but shall not have the effect of altering or annulling any part of this Agreement.



(10) The Board and the Union shall pay the costs of their own appointees and shall share equally the cost of the third member.

**5.06** It is understood that the Board may bring forward at any time any complaint or grievance by filing same in writing with the President or Secretary of the Union Local and the Union Grievance Committee shall meet the Board within five (5) working days of such request. If such complaints or grievances are not settled to the mutual satisfaction of the conferring parties, it may be referred to Arbitration as set out in this Agreement.

**5.07** Any time limits fixed for the taking of any action in connection with the specific grievance may be extended by written agreement between the Board and the Union.

**5.08** Subject to the approval of the appropriate supervisor, representatives of the employees shall be granted necessary leave of absence with pay during working hours for the purpose of meeting with the Supervisory Personnel of the Board, for the purpose of investigation, consideration, and adjustment of grievances, or any other business pertaining to this Collective Agreement.

**5.09** Replies to grievances shall be in writing at all stages.

**5.10** Should it be found upon investigation, that an employee has been unjustly suspended, disciplined or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge, suspension or discipline, (less amounts earned during period of suspension, discipline or discharge) or by any other arrangement which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

**5.11** Prior to the imposition of a suspension or discharge, an employee shall be given the reason, in the presence of his/her Steward or Union Representative if the

employee so desires. Such employee and the Union shall be notified promptly in writing by the employer with full disclosure of the reason for such suspension or discharge.

**5.12**

- (1) An employee shall have the right at any time with proper notification to have access to and review his/her official personnel file as maintained in the Human Resources Department.
- (2) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- (3) No evidence from the employee's official personnel file may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- (4) An employee shall have the right to take notes of any material contained in his/her official personnel file.

**ARTICLE 6 — UNION SECURITY**

**6.01** It is agreed by all parties hereto that there shall be a compulsory check-off upon all employees who come within the scope of this agreement except students employed during the summer, Christmas, and mid-winter holidays. If union dues are not deducted from newly hired employees, the Board shall be deemed responsible.

**6.02**

- (1) All deductions shall be made from the first pay of each employee in each calendar month during the currency of this and any subsequent agreements and shall be submitted to the Treasurer of the Union prior to the end of the month in which the deduction was made, together with a list of such

employees from whom deductions were made and a further list of all additions to and from the payroll of the Board affecting the Bargaining Unit. The Board shall forward a list of the names of newly hired employees indicating the classification to be occupied. Union dues shall be deducted at the rate of pay in effect at the time of Union dues deduction.

- (2) The employer shall supply to the Union the total monthly earnings of all employees in the Bargaining Unit.
- (3) When an employee is off on a approved or voluntary Leave of Absence, the Union dues shall be deducted in advance for the time of the Leave of Absence.
- (4) When an employee is off on extended sick benefits or on Workers' Compensation, the requirements for the deduction of Union dues shall be waived.

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

**6.04** Foremen, persons above the rank of Foreman, and Office Staff shall not perform duties of employees in the Bargaining Unit except for emergency, training or instructional purposes,

**6.05** On commencing employment, the employee's Immediate Supervisor shall introduce the new employee to his/her Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for the purpose of acquainting the new employee with the benefits and duties of the Union membership and his/her responsibilities and obligations to the employer and Union.

Such a meeting shall be arranged by a representative of the Board and will take place during the employee's orientation.

#### ARTICLE 7 - SENIORITY

##### 7.01

- (1) Seniority is defined as the length of continuous service with the Board or any predecessor Board.
- (2) In all cases of promotions, transfers, and recalls for positions within the Bargaining Unit the following factors shall apply:
  - a) Seniority
  - b) The ability, knowledge, skill, performance, qualifications, and fitness of the individual to fulfill all of the requirements of the job.

If in the judgement of the Board or its designate, factor (b) is relatively equal between two or more employees then factor (a) shall be the determining factor on a Bargaining Unit wide basis.

- (3) In the event of a lay-off, employees will be laid off in the reverse order of their seniority and recalled in the order of their seniority subject to factor (b) outlined in 7.01 (2) above.

When employees are to be recalled by the Board they shall be notified by registered mail forwarded to the last place of residence recorded with the Board by the employee and if they fail to report for work within fifteen (15) working days after the mailing of such notice, the Board shall be under no obligation to re-employ them.

**7.02** An up-to-date Seniority List shall be sent to the Secretary-Treasurer of the Union and posted on all bulletin boards in January of each year. The posting shall indicate the employees' seniority standing with the Board and shall also indicate the difference between employees who work a full forty (40) hours per week and those employees who work less than forty (40) but more than twentyfour (24) hours.

**7.03**

- (1) Newly hired Custodians and Assistant Custodians shall be on a probationary basis for a period of thirty (30) working days from the date of hiring. All other newly hired employees shall be on a probationary basis for a period of three (3) calendar months.
- (2) In the case of promotion or transfer within the Bargaining Unit, it is agreed that an employee shall be on a trial basis for a maximum period of two (2) months. The employer will provide the employee with the necessary orientation for the position. In the event of failure to complete the trial period satisfactorily, he/she shall revert to his/her former or equivalent position and current wage rate for said or equivalent position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate without loss of seniority.
- (3) No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. In the case of a permanent transfer or promotion outside the Bargaining Unit, it is agreed that an employee shall be on a trial basis for a maximum period of six (6) months. In the event of failure to complete the trial period satisfactorily, it is understood that the employee shall revert to his/her equivalent position and the current wage for the equivalent position. If such an employee later returns to the Bargaining Unit, he/she shall be placed in an available position. Such return shall not result in a lay-off or bumping of an employee in the Bargaining Unit.  
Employees transferred or promoted permanently outside the Bargaining Unit shall retain their seniority but will not accumulate further seniority.
- (4) Upon completion of a temporary transfer or promotion outside the Bargaining Unit, the employee shall

revert to his/her former position and current wage rate. If a temporary position outside the Bargaining Unit exceeds twelve (12) months, the employee's former position will be posted permanently as per Article 9.01 and the employee will, upon completion of the assignment, return to an equivalent position and current wage rate. Such return shall not result in lay-off or bumping of an employee in the Bargaining Unit.

Employees transferred or promoted temporarily outside the Bargaining Unit, shall retain their seniority but will not accumulate further seniority nor will union dues be collected during the period.

- (5) The Employer will notify the Union in writing of all permanent/temporary transfers outside of the Bargaining Unit.

**7.04** Protests in regard to seniority standing must be submitted in writing to the Manager, Human Resources or designate within thirty (30) working days from the date the Seniority List is posted. When proof of error is presented by the employee or his/her representative, such error will be corrected and when so corrected, the agreed upon seniority date shall be final. No change in the seniority status of an employee shall be made unless concurred in by the Union.

**7.05** The Board shall be entitled to employ temporary help to work more than 24 hours per week for a period not to exceed a six (6) month duration. If a temporary employee stays beyond the aforesaid six (6) month period he/she automatically becomes a permanent employee. Such an employee shall be entitled to seniority rights retroactive to the date of hire and all other rights, benefits and privileges of this Collective Agreement from the day he/she becomes a permanent employee.

**ARTICLE 8 - LOSS OF SENIORITY**

**8.01** An employee shall lose all seniority for any of the following reasons:

- a) Voluntary resignation
- b) Discharge for just cause
- c) Failing to report to work within fifteen (15) working days after receipt of notice to return to work after layoff
- d) After a lay-off extending for a period of more than eighteen (18) consecutive months.

**ARTICLE 9 - JOB POSTING**

**9.01**

- 1) All first vacant and newly created jobs requiring more than twenty-four hours of work and all first and second vacancies only within the classification of assistant custodian, shall be posted for a minimum of five (5) working days on the bulletin boards in all departments. Such notice shall contain the following information: Nature of position, department, shift and wage rates and the following paragraph:

"It is understood that if an appointment is made from among present employees to fill the posted job, other vacancies could occur. These will be filled by transfers and/or new appointments. Anyone interested in the posted job or in any other job that may occur as a result of the filling of the posted job must file his/her application within the time specified under 9.01 (2)".

A copy of said posting shall be forwarded to the Secretary-Treasurer of the Union.

Application forms shall accompany the posting notice which shall be forwarded to all custodians for posting in their respective schools and to the Maintenance Supervisor for posting in the Maintenance Shop.

- (2) A selection period of ten (10) working days shall take place after the posting has ended after which the

name of the successful applicant shall be posted for five (5) working days on all bulletin boards and a copy forwarded to the Secretary-Treasurer of the Union.

- (3) The Board shall post all vacancies as specified in Article 9.01 (1) within five (5) working days of the occurrence.
- (4) An employee filling a temporary vacancy shall on termination of the said temporary vacancy revert to the position held immediately preceding his/her selection for the temporary vacancy.

#### **9.02**

- (1) Following the selection process of the job posting procedure, the employer shall provide the Union with the names of all applicants, their seniority and indicate the successful applicant to the vacant position.
- (2) Each applicant is bound to accept the job posted unless he/she withdraws his/her application in writing prior to the conclusion of the five (5) day posting period under Article 9.01 (1).  
The successful applicant shall not be permitted to return to his/her former job for a period of six (6) months.
- (3) Where there are no successful applicants an employee may be hired from outside the Bargaining Unit.

#### **9.03**

- (1) Temporary vacancies of between twenty (20) working days or less need not be posted and may be filled with employees from outside the Bargaining Unit.
- (2) In the event that a temporary vacancy extends beyond the twenty (20) working days the vacancy shall then be posted in the usual manner.



- (3) Temporary vacancies in the position of Custodian in schools where they are Assistant Custodians shall be filled by the Assistant Custodian with the most seniority in that school subject to section 7.01(2)
- (4) An employee filling a temporary vacancy shall on termination of the said temporary vacancy revert to the position held immediately preceding his/her selection for the temporary vacancy.

**9.04** An employee wishing to transfer to another job within the Bargaining Unit may file with the Board a written application in duplicate for such transfer. One copy thereof shall be initialled by the Board official receiving the same and returned to the applicant. In the event of a vacancy occurring in the job applied for, such applicants will be given consideration subject to factor (a) and (b) in 7.01 (2) above.

**ARTICLE 10 - PAID HOLIDAYS**

**10.01** All work requested by the Board on the following Paid Holidays will be paid for at the rate of one and one-half (1½) times the regular rate, in addition to the regular pay.

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

National Heritage Day (if proclaimed by the Federal Government and declared by the Provincial Government as a School Holiday for students).

**10.02**

- (a) In the event that the following Paid Holidays fall on a day set out below, the following schedule shall be observed by all employees.

Holiday	Falling On	Day Off
New Year's Day	Saturday or Sunday	Friday Preceding
Canada Day	Saturday or Sunday	Monday Following
Christmas Day	Saturday or Sunday	Friday Preceding
Boxing Day	Saturday or Sunday	Monday Following

(b) In the event that Canada Day falls and is nationally to be celebrated on Tuesday, Wednesday, or Thursday, the Board may upon request of the Union designate the following Monday as the day off in lieu thereof with pay.

**10.03** In the event that a Paid Holiday falls within the employee's vacation period, he/she shall be granted an additional day off with pay.

**10.04** In order to qualify for any of the above Paid Holidays, an employee is required to work his/her one full scheduled shift immediately preceding and his/her one full scheduled shift immediately following the Holiday unless such employee is sick and produces a medical certificate to that effect.

**10.05** Employees who are not required to work on the above Holidays shall receive Holiday pay equal to one normal day's pay. Employees called upon to work on any of the Holidays provided for in this Article shall be paid their regular day's pay as above, plus time and one-half their regular rate per hour for all hours worked with a guaranteed minimum of four (4) hours,

**10.06** Each employee shall be entitled to a day off with pay to be taken on a work day of the employee's choice between Christmas and New Year's Day

**10.07** Payment for statutory holidays for employees working less than 40 hours will be based on the average salary and average hours worked of the preceding 20 working days to the holiday.

#### **ARTICLE 11 - ANNUAL VACATIONS**

**11.01** Employees who have less than one year's service with the Board as of June 30th, shall be granted

vacations on the following basis:  
 5/6th of one day with pay for each month or major fraction thereof of service prior to June 30th.

**11.02** Employees who have completed one year or more of employment with the Board as of June 30th, shall be granted two (2) weeks vacation with pay calculated at the rate of 4% of the gross yearly earnings, for the year ending June 30th.

**11.03** Employees who have completed the following years of service with the Board shall be granted annual vacation with pay according to the following schedule in 1986:

<b>Years of Service as of June 30th</b>	<b>Annual Vacation Entitlement</b>	<b>V a c a t i o n</b>
Less than one (1) year of service	5/6 of one day each month	4% of gross earnings
From one (1) to three (3) years	10 days	4% of gross earnings
Four (4) years	15 days	6% of gross earnings
Five (5) years	16 days	6.4% of gross earnings
Six (6) years	17 days	6.8% of gross earnings
Seven (7) years	18 days	7.2% of gross earnings
Eight (8) years	19 days	7.6% of gross earnings
Nine (9) years	20 days	8% of gross earnings
Ten (10) years	21 days	8.4% of gross earnings
Eleven (11) years	22 days	8.8% of gross earnings
Twelve (12) years	23 days	9.2% of gross earnings
Thirteen (13) years	24 days	9.6% of gross earnings
Fourteen (14) years	25 days	10% of gross earnings
Fifteen (15) years	26 days	10.4% of gross earnings
Sixteen (16) years	27 days	10.8% of gross earnings
Seventeen (17) years	28 days	11.2% of gross earnings
Eighteen (18) years	28 days	11.2% of gross earnings
Nineteen (19) years	29 days	11.6% of gross earnings
Twenty (20) years	29 days	11.6% of gross earnings
Twenty-one (21) years	30 days	12.0% of gross earnings
Twenty-two (22) years	30 days	12.0% of gross earnings
Twenty-three (23) years	31 days	12.4% of gross earnings
Twenty-four (24) years	31 days	12.4% of gross earnings
Twenty-five (25) years	32 days	12.8% of gross earnings

**11.04** Employees with vacation entitlement shall accumulate their vacation credits to June 30th of each year. Employees shall not be allowed to take any vacation from their accumulated vacation credits prior to June 30th.

**11.05** Vacations shall be taken during the twelve (12) month period following the date of eligibility being June 30th of each year. In the event that two employees are requesting the same vacation time, seniority will be the governing factor.

**11.06** Employee requests for vacation leave will be scheduled and approved by the Board up to the maximum number of employees that can reasonably be accommodated at one time.

**11.07** An employee leaving the services of the Board at any time in his/her vacation year before he/she has had his/her vacation, shall be entitled to vacation with pay prorated in accordance with the provisions of this Article.

**11.08**

(a) Custodial employees shall be allowed to take their vacation entitlement in accordance with Article 11.03 during the following periods:

- i) July and August
- ii) Christmas Break
- iii) Mid Winter Break
- iv) Other days as mutually agreed upon with the employer where regular day school classes are not being offered.

(b) An employee wishing to take vacation as entitled, in accordance with Article 11.03, at other periods than indicated in clause 11.08 (a) above shall comply with the following conditions:

An allowable maximum of ten (10) working days will be granted.

Vacation shall be taken at a time mutually agreed to by the employer and employee. If conflict arises in assigning vacation period under this clause, seniority shall govern.

- c) Employees taking their vacation entitlement under clauses 11.08 (a) and (b) above shall be replaced in accordance with the manpower formulas outlined in Schedules "C" and "D".

**11.09** Maintenance Section Employees may take their holidays at any time during the year, seniority being the governing factor, having made suitable arrangements with the Supervisor who will have due regard for the efficiency of operations in establishing a vacation schedule.

**11.10**

- (a) Employees will receive due vacation pay and vacation entitlement in accordance with Article 11.03
- (b) Vacation pay adjustments due to overtime and the difference between an employee's basic weekly earnings and actual earnings totalled for the preceding year shall be made on the last bi-weekly pay of July of each year.
- (c) Vacation pay will be paid to employees for vacation days taken at the daily vacation rate and issued on the regularly scheduled bi-weekly pay during which the employee takes his/her vacation. Daily vacation rates shall be calculated as the employee's basic hourly rate times his/her basic daily hours of work.
- (d) Notwithstanding 11.10 (c) an employee will be able to have his/her vacation pay in advance on the regular pay cheque immediately preceding his/her scheduled vacation upon a minimum three-week notification to his/her supervisor.

**ARTICLE 12 - HOURS OF WORK AND OVERTIME**

**12.01** The maximum hours of work for the Custodians working full-time shall be as Schedule "B" attached.

**12.02** The hours of work for other employees in the Custodial Section shall not exceed forty (40) hours per week and such hours will be as arranged by the Board or Supervisor.

**12.03** All hours of work in excess of the number of hours mentioned in 12.01 and 12.02 above, shall be deemed to be overtime and shall be paid at the rate of one and one-half times the regular rate.

**12.04** Maintenance Section hours of work shall be as per Schedule "B".

**12.05** Employees called upon to perform work not continuous with their regular shift shall be entitled to a minimum of four hours pay for four hours work or less at the prevailing overtime rate.

**12.06** Overtime will be divided as equitably as possible. Such overtime shall be given to permanent employees before probationary employees.

**12.07** Any Custodian required to do extra work because of the loan or rental of a school, shall be paid at one and one-half (1½) times the regular rate of pay for all hours worked in excess of the regular working hours. If the presence of the Custodian is not required in a school during a loan or rental, the said Custodian shall not be held responsible for the security of the school during the night of the said loan or rental.

**12.08** Time off in lieu of overtime shall be approved under the following conditions:

- (a) Instead of cash payment for overtime, an employee may choose to accumulate time off at the overtime rate.
- (b) The maximum overtime accumulation shall not exceed sixty (60) hours in any given calendar year. Employees shall not be allowed to replenish any of the used banked overtime hours.
- (c) All time off in lieu of overtime shall be taken by the employee at a time mutually agreed upon by the employee and employer, during the same calendar year the overtime was incurred. An employee's bank of accumulated overtime shall be depleted by December 31st of each year.

- (d) In the event that an employee does not exhaust his/her bank of overtime by December 31st, the employee shall be paid the overtime at the applicable rate at the time the overtime was incurred.

**12.09**

- (a) When an employee is called upon to perform more than two (2) hours of overtime work continuous with his/her regular scheduled shift, during the calendar year 1990, he/she shall be paid up to a maximum of \$7.00 (\$7.35 for 1991), for the purpose of purchasing a meal. Should the employee be required to complete an additional five (5) hours of continuous employ in excess of the two (2) hours aforesaid, then he/she shall be paid up to a maximum of an additional \$7.00 (\$7.35 in 1991) for the purpose of purchasing the second meal.
- (b) Employees called upon to perform work not continuous with their regular scheduled shift during the calendar year 1990, shall receive a meal allowance of up to a maximum of \$7.00 (\$7.35 in 1991) for each five (5) continuous hours of employ.

**ARTICLE 13 -- NO STRIKES OR LOCKOUTS**

**13.01** During the term of this Agreement neither the Union or any of its Officers or Officials, nor any employee shall take part in, or call, or encourage any strike, sit-down, or any suspension of work against the Board which shall in any way affect the operations of the Board, nor shall the Board nor any of its Officers or Officials engage in any lockout.

**ARTICLE: 14 -- BULLETIN BOARDS**

**14.01** The Board agrees that the Union shall have the right to use Bulletin Boards supplied by the Board and located in a custodial supply room in each school and the Maintenance Shop. Such Bulletin Board will be used to

post notices of meetings and other such notices that may be of interest to the Custodial or Maintenance employees concerned. The Supervisors of Plant Operation and Plant Maintenance shall have the right to remove materials of fensive to the Board.

**ARTICLE 15 — VALIDITY OF AGREEMENT**

**15.01** In the event of any provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be, or deemed to be abrogated but shall be amended as to conform with the requirements of any such law.

**ARTICLE 16 — PAY DAYS**

**16.01** Pay days shall be every second Friday except that should a Holiday fall on that day, the preceding day shall be deemed to be Pay Day.

**16.02** The Board will show conspicuously in writing on the pay slip accompanying the wages paid to each employee the following facts: employee's wage rate, number of overtime hours worked and all deductions made.

**16.03** At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union Dues paid by each Union Member in the previous year.

**ARTICLE 17 — SCHEDULES**

**17.01** Attached hereto and forming an integral part of this Agreement are the following Schedules:

1. Schedule "A" -- Classification and Wages Rates
2. Schedule "B" -- Hours of Work
3. Schedule "C" -- Manpower Formula Elementary Schools
4. Schedule "D" -- Manpower Formula Secondary Schools



**ARTICLE: 18 -- TOOLS AND EQUIPMENT**

**18.01** The Board will supply all tools and equipment and cleaning materials essential and necessary by the Board in order to carry out the work in maintaining the schools. All such tools provided must be kept on school premises and replacements will be made by producing the broken or worn tool.

**ARTICLE 19 -- HOSPITALIZATION AND MEDICAL BENEFITS**

**19.01**

- (1) The Board agrees to contribute one hundred percent (100%) of the total employee cost for the Extended Health Supplement Plan, Vision Care Plan (\$115.00) and the Prescription Drug Plan (35 cents deductible).
- (2) The Board agrees to contribute one hundred percent (100%) of the premium for Group Life Insurance equal to double the annual salary.

The Board agrees to contribute \$1.80 per month per employee for Group Term Life Insurance coverage upon the life of the employee's spouse of twelve thousand dollars (\$12,000).

Participation in this plan of Group Term Life Insurance for employees and spouses shall be mandatory for all employees covered by this agreement.

- (3) The Board agrees to contribute one hundred percent (100%) of the total employee cost for the Dental Plan in accordance with the current O.D.A. fee schedule. This Dental Plan will include a 50% co-insurance orthodontal and major restorative plan to a maximum of \$2,000. lifetime for each element for all family members.
- (4) i) In the event an employee has exhausted his/her paid sick leave, the employer's contribution will be paid to the above plan during the employee's participation in the wage-loss program (maximum

75 days). Thereafter, the employee may choose to participate by paying the full premiums through the employer.

ii) An employee who is receiving Workers' Compensation Board weekly benefits will continue to receive benefits in accordance with the Benefit Plans in Article 19.01.

#### **ARTICLE 20 — COMMITTEES**

**20.01** The Board agrees, in cooperation with the Union, to establish a Labour-Management Committee to be composed of three (3) members of the Union Executive and three (3) Board Representatives. It shall be the duty of this Committee to meet once if necessary to discuss any matters which may arise in the day to day operations of the Board.

Any representative of the local Union Labour-Management Committee shall have the right to attend the regularly scheduled meetings within working hours without loss of remuneration.

**20.02** The Board agrees in cooperation with the Union, to establish a Labour-Trustee Committee to be composed of three (3) members of the Union Executive and three (3) Board Representatives. It shall be the duty of this Committee to meet upon the request of either party if necessary to discuss any matters which may arise in the day to day operations of the Board.

Any representative of the local Union Labour-Trustee Committee shall have the right to attend the regularly scheduled meetings within working hours without loss of remuneration.

#### **ARTICLE 21 — PENSION PLAN**

**21.01** Employees covered by this Agreement shall be covered by the Ontario Municipal Employees Retirement System and the Canada Pension Plan based on a fifty per cent (50%) contributory basis.

## **ARTICLE 22 — RELIEVING IN OTHER GRADES**

**22.01** When an employee is detailed to relieve in a position of higher rating, he/she shall receive the rate applicable for the position in which he/she is relieving for the full relief period.

**22.02** When an employee is detailed to relieve in a position of lower rating, he/she shall maintain his regular rate of pay while so assigned.

## **ARTICLE 23 — VEHICLE: ALLOWANCE**

**23.01** Permanent employees required by the Board to use their personal vehicles in order to carry out the business of the Board shall receive a vehicle allowance at the rate of 32.3 cents per kilometre while on Board business plus an additional \$51.42 effective January 1, 1990 and \$54.02 effective January 1, 1991.

**23.02** Vehicle allowance payment shall be made for a one (1) month period calculated on a calendar month and paid before the following month-end consisting of the total allowances for the preceding month as well as showing conspicuously on the pay slip, the total mileage, the rate per mile, as well as the additional monthly payment of \$51.42 effective January 1, 1990 and \$54.02 effective January 1, 1991.

**23.03** The vehicle allowance rate of 32.3 cents per kilometre shall be increased by 0.6 cents per kilometre for every 1.3 cents per litre increase on the cost of gasoline and shall be decreased by 0.6 cents per kilometre for every 1.3 cents per litre decrease on the cost of gasoline.

The Shell Canada Limited Super Full Service Pump price for gasoline shall be used to calculate any increase above or decrease below the cost per litre of gasoline at January 1, 1990.

## ARTICLE 24 — SICK LEAVE

**24.01** The following Sick Leave Provisions are to be effective. Sick Leave defined — Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or temporarily disabled or because of an accident for which compensation is not payable under the Worker's Compensation Act, or for which the employee would be legally liable.

**24.02** Sick Leave shall be granted to employees on the basis of two (2) days per month per year.

In any one year where an employee has not had sick leave or only a portion thereof, he/she shall be entitled to full accrual of the unused portion of sick leave for his future benefits to a maximum of two hundred and sixty (260) days. A deduction shall be made from accumulated sick leave on all normal working days absent for sick leave as defined in 24.01.

**24.03** An employee will be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry his/her duties to illness.

**24.04** An employee will give reasonable notice of his/her inability to report for work due to illness and will also give reasonable notice of his/her desire to return after such illness.

**24.05** A statement of accumulated days of sick leave will be issued by the Board to all employees once a year.

**24.06** A full-time employee who is retiring from the Board on a pension from O.M.E.R.S. because of age or inability through illness of efficiently discharging his/her duties shall be entitled to a sick leave credit gratuity as follows:

10 years' service, 10% of cumulative sick leave credits  
X 1/260 of annual salary at date of retirement.

11 years' service - 12%	21 years' service - 32%
12 years' service - 14%	22 years' service - 34%
13 years' service - 16%	23 years' service - 36%
14 years' service - 18%	24 years' service - 38%
15 years' service - 20%	25 years' service - 40%
16 years' service - 22%	26 years' service - 42%
17 years' service - 24%	27 years' service - 44%
18 years' service - 26%	28 years' service - 46%
19 years' service - 28%	29 years' service - 48%
20 years' service - 30%	30 years' service - 50%

**24.07** In the event of the death of an employee either before or after retirement, all accrued and outstanding sick leave shall be paid in the form of cash bonus to the employee's estate calculated by the formula prescribed in clause 24.06.

All such benefits shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the employee and the Board.

**24.08** During the term of this Agreement the Board will assume the cost of administering a Long Term Disability Plan with the entire cost of the premiums to be paid by the employee. Such plan will be implemented after discussion with the Salary Committee provided that the participation requirements of the Carrier are satisfied. It shall be the responsibility of the employees to conclude suitable arrangements with a Carrier (see Letter of Understanding).

**24.09**

- (a) Employees who work less than 40 hours per week will be credited sick leave prorated based on the actual hours worked in a calendar month.
- (b) Payment for sick leave for employees working less than (40) hours will be based on the average salary and average hours worked of the preceding (20) working days to the sick leave.

## **ARTICLE 25 — LEAVE OF ABSENCE**

**25.01** Employees elected 'or appointed as salary representatives of a Union shall be granted leave of absence without pay while so engaged, provided written request is made by the Union. In the event that the employee shall return to work with the Board, he/she shall be entitled to all benefits and seniority rights accrued up to the time of his/her leave.

**25.02** Duly appointed delegates shall be granted leave of absence without pay and without loss of seniority to attend conventions or educational seminars of the Union upon five (5) working days written notice by the Union.

**25.03** Any employee now serving or who hereafter serves in the Armed Forces shall, during his/her absence, while on military service, be granted leave of absence.

**25.04** The name of an employee on a leave of absence shall be continued on the Seniority List and shall accumulate seniority provided such leave of absence is authorized by the Board.

**25.05** Employees will be allowed leave of absence without deduction of salary and without deduction from sick leave credits as follows:

- a) a maximum of five (5) consecutive days upon the death of immediate relatives who shall be parents, sister, brother, wife, husband, and children;
- b) a maximum of three (3) consecutive working days upon the death of immediate relatives who shall be mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law and grandparents;
- c) an additional day or clays without pay may be granted by the immediate supervisor when excessive travelling is involved;
- d) for the purpose of this article, brothers-in-law or sisters-in-law of the employee are defined as the brothers or sisters of the employee's spouse and the spouse of the employee's brother or sister;

e) a leave granted under this article shall begin the earlier of when an employee leaves his/her work or on the day following the day of death.

**25.06** Every Custodian and Maintenance Man is entitled to his/her salary notwithstanding his/her absence from duty in any case where, because of exposure to a communicable disease, he/she is quarantined or otherwise prevented by the order of the Medical Health Authorities from attending upon his duties.

**25.07** Every Custodian and Maintenance Man is entitled to his/her salary, less jury duty pay, notwithstanding his/her absence from duty as a witness in any court or jury duty to which he/she has been summoned in any proceedings to which he/she is not a party or one of the persons charged.

**25.08** No deductions will be made from sick leave credit for jury duty or for absences as defined in 25.05, 25.06, and 25.07 above.

**25.09**

- (1) Maternity Leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled thereto by virtue of seniority.
- (2) The duration of the Maternity Leave shall be in accordance with Part XI of the Employment Standards Act, RSO1974 and amendments thereto. At the request of the employee, the employer shall extend the period of unpaid maternity leave to a maximum of six (6) months.

- (3) During the initial 17 weeks of Maternity Leave, an employee shall retain full employment and rights and shall accumulate all benefits under this Collective Agreement.
- (4) During the initial 17 weeks of Maternity Leave, the employer shall continue to pay the hospital, medical, dental, disability, group life, pension and other benefits of this agreement.
- (5) When an employee decides to return to work after Maternity Leave, she shall provide the employer with at least two weeks' notice. On return from Maternity Leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position in her department of equal rank and value at the same rate of pay.
- (6) A one (1) day Paternity Leave or Adoption Leave shall be granted on the date of birth of the child or in the case of an adoption, on the day of arrival of the child.
- (7) During the two (2) week U.I.C. waiting period, the employee shall be entitled to 95% of her salary. This payment constitutes a Supplemental Unemployment Benefit Plan (SUB) which shall be registered with and subject to the approval of Canada Employment and Immigration.
- (8) Where an employee seeks leave due to adoption, the foregoing provisions shall apply.

**25.10**

- (1) Where applicable and when the Union officially makes a request for leave/s of absence for employee/s and where such leave/s are approved by the Board's designate, the Board shall continue to pay the salary of the employee/s, invoice the Treasurer of the Union and the Union shall reimburse the Board for such salary without delay.



(2)The Board shall grant a leave of absence of up to five (5) days per contract term to members of the Negotiating Committee upon two (2) weeks notice or if not possible upon a shorter reasonable notice in order to prepare contract amendments and proposals in preparation for a meeting with the Board. The Board shall continue to pay the salary of the employee/s, invoice the Treasurer of the Union and the Union shall reimburse the Board without delay.

(3)The Board agrees to allow a leave of absence of two (2) working days per month for the President of the Union. The purpose for this leave of absence shall be to cover the administration of the Bargaining Unit in the best interests of the members and the relationship attached to the Board. The Board shall continue to pay the salary of the employee, invoice the Union and the Union shall reimburse the Board without delay.

**25.11** An Employee shall be entitled to Leave of Absence without pay and without loss of seniority to a maximum of ten (10) working days per year when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Board. Such approval shall not be withheld without just cause.

#### **ARTICLE 26 -- RETIREMENT**

**26.01** The retirement age shall be sixty-five (65) years of age.

**26.02** For current and future retired employees who have had fifteen (15) or more years of continuous service with the Board, the Board agrees to contribute one hundred percent (100%) of the total premium cost for the following plans until such employees attain sixty-five (65) years of age:

- a) Tri-Care Comprehensive Extended Health Care annual deductible of \$25.00 Single - \$50.00 Family ---  
With eye glass subsidy of:  
\$80.00 for the calendar year 1990  
\$90.00 for the calendar year 1991

- ~~X~~ The provisions of Article 26.02 apply only to a person who:
- i) Has applied within ten (10) years of normal retirement for a service pension from O.M.E.R.S.
  - ii) Has applied for an O.M.E.R.S. Disability Pension.

#### **ARTICLE 27 — JOB SECURITY**

**27.01** It is agreed that for the term of this Agreement there shall be no restriction on contracting out by the Board of their work or services of a kind now performed by employees herein represented; provided however, that no regular employee of the Board shall, as a result of such contracting out, thereby lose employment or be demoted.

#### **ARTICLE 28 — TERM OF AGREEMENT**

**28.01** The Agreement shall be in effect from the 1st day of January 1990 and shall remain in effect until the ~~31st day of December 1991~~, and unless either party gives to the other party a written notice of termination or of a desire to amend this agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

**28.02** Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of Agreement or any anniversary date of such expiration date.

**28.03** If notice of amendments or termination is given by either party pursuant to Article 28.02, the other party if requested to do so, agrees to meet for the purpose of negotiations within thirty (30) days from receipt of the said notice provided that the party giving the notice, if requested by the other party, shall consent to a reasonable extension to the thirty (30) day period.

**ARTICLE 29 — CONTRACT LANGUAGE**

**29.01** It is understood and agreed between the parties that the official contract language for the Agreement shall be the English language.

**ARTICLE 30 — DEFINITIONS**

**30.01** For the purpose of computing time where required in this Agreement working day shall mean any day other than Saturday, Sunday and/or Paid Holidays.

**ARTICLE 31 — SAFETY BOOTS AND SHOES AND UNIFORMS**

**31.01**

- (1) The Board shall provide an allowance of \$73.50 on January 1, 1990 and \$77.18 on January 1, 1991 to be paid in the month of December in each year of the Collective Agreement to cover the cost of safety boots or shoes as defined in Article 31.01(1)(2)(3)(4)(5)(6) below.
- (2) Employees performing the duties of Maintenance Man and Tradesman are required to wear as a minimum, green patch safety boots.
- (3) Employees performing the duties of shop tradesman are required to wear as a minimum, green patch safety footwear.
- (4) Employees performing the duties of a tradesman-painter are required to wear as a minimum, safety toe footwear.
- (5) Custodial employees performing regular duties will wear as a minimum, yellow patch safety footwear.
- (6) Custodian employees performing stripping and ground maintenance duties will wear as a minimum, yellow patch safety boots.
- (7) Warehousing employees will wear as a minimum, green patch safety boots.

**31.02** The Board shall supply to all employees two pairs of uniform trousers or pantsuits, two uniform shirts during the first year of employment and one pair of uniform trousers or pantsuits, one uniform shirt every year thereafter. In addition, Tradesmen shall be supplied with one pair of coveralls annually.

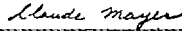
**ARTICLE 32 — OTHER MATTERS**

**32.01** Both the Board and the Union agree that the Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Board.

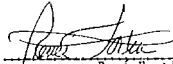
In witness whereof, the parties hereto have caused this Agreement to be signed in their respective name by their respective representative thereunto duly authorized as of this 30th day of May, 1990.

For the Sudbury District Roman  
Catholic Separate School Board

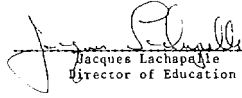
For the Canadian Union of  
Public Employees Local 1369 C.L.C.



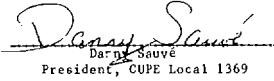
Claude Mayer  
Chairman



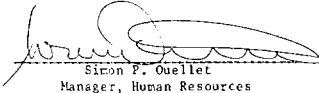
René Fortin  
Representative, Canadian Union of  
Public Employees



Jacques Lachapelle  
Director of Education



Dany Sauvé  
President, CUPE Local 1369



Simon P. Ouellet  
Manager, Human Resources

Other Committee Members:

Léo Boudreau  
Gaston Rancourt  
Laurent Dupuis

SCHEDULE A — CLASSIFICATION & WAGE RATES

POSITION	New Jan. 1/90 Hr. Rate	New July 1/91 Hourly Rate	New Jan. 1/91 Hourly Rate	New July 1/91 Hourly Rate
<b>Custodians Elementary</b>				
0-12,000 sq. ft.	\$14.15	\$15.00	\$15.60	\$16.18
12,001 - 20,000 sq. ft.	14.33	15.19	15.95	16.75
20,001, 30,000 sq. ft.	14.42	15.28	16.20	17.20
30,001 sq. ft. plus	14.52	15.39	16.31	17.32
No responsibility Allowance	13.09	13.87	14.42	14.96
<b>Assistant Custodian</b>	12.14	12.87	13.38	13.87
<b>Probationary Custodian</b>	10.96	11.62	12.08	12.53
<b>General Tradesman</b>	16.82	17.83	18.72	19.73
<b>General Maintenance Man</b>	15.37	16.29	17.10	18.02
<b>Truck Driver</b>	13.03	13.81	14.77	15.67
<b>Labourer</b>	12.02	12.74	13.25	13.64
<b>Tradesman &amp; Maintenance</b>				
Man Helper 1st Year	11.71	12.41	13.28	14.04
2nd Year	12.33	13.07	13.98	14.84
3rd Year	12.98	13.76	14.72	15.67
4th Year	13.61	14.43	15.44	16.36
<b>Equipment Mechanics</b>	16.82	17.83	18.72	19.73
<b>Warehouse Clerks</b>	13.25	14.04	15.15	15.88

ALLOWANCE FOR CERTIFICATES

Employees in the General Tradesmen classification who possess government certificates will receive an allowance of 42¢ per hour while performing duties recognized by the Trade Certificate. An additional allowance of 42¢ per hour per certificate will be paid for additional certificates where required by law in order for the work to be performed.

SCHEDULE B

HOURS OF WORK

CUSTODIAL AND MAINTENANCE SECTION

1. Hours of Work for the Elementary School Custodians

a) During School Vacations - Monday through Friday  
7:00 a.m. to 11:30 a.m.                      8:00 hrs/day  
12:00 p.m. to 3:30 p.m.                          X 5 days  
40:00 hours

b) Normal School Term - Monday through Friday  
6:00 a.m. to 11:00 a.m.                      5:00 hrs  
3:00 p.m. to 6:00 p.m.                          3:00 hrs.  
(Without exception unless                      8:00 hrs/day  
approved otherwise by                          X5 days  
the Board)                      40:00 hours

c) Alterations in the schedules set out in (a) and (b) above may be made on the basis of individual schools where such changes would improve the efficiency of the operation. Such changes shall be made by mutual agreement between the Board and the Union or the representatives of the Board and the Union.

d) Assistant Custodians — Hours of Work  
-- Elementary Schools  
Monday to Friday -- 3:00 p.m. to 11:00 p.m.

2. Hours of work for Secondary School Custodians
  - a) The normal hours of work will be 8 hours per day and 40 hours per week with specific schedules according to the needs of each school.
  - b) Shift will include day and afternoon shifts.
  - c) Work week may be Monday to Friday or Tuesday to Saturday according to the needs of the school.
  - d) During the summer school vacation period employees will be scheduled on day shift.
  - e) Assistant Custodians — Hours of Work  
-- Secondary Schools  
Monday to Friday -- 3:00 p.m. to 11:00 p.m.
3. Maintenance Section Hours of Work
  - a) Clay Shift (Monday through Friday)  
The normal day shift shall work from 8:00 a.m. to 4:30 pm. with one-half (1/2) hours lunch period from 12:00 noon to 12:30 p.m. However, the exact time of the lunch period may be altered occasionally to facilitate work in classrooms or emergency work.
  - b) Afternoon Shift  
(Monday through Friday)  
The normal afternoon shift shall work from 4:00 p.m. to 12:00 a.m. with one half (1/2) hour lunch period from 7:30 p.m. to 8:00 p.m. Whenever possible every effort will be made to rotate the afternoon shift work amongst the Maintenance Men as much as possible. Maintenance employees working on the afternoon shift will receive a shift premium of fifty (50¢) cents per hour.
4. (a) Where the Board determines that a change in work schedule/s is required in a secondary school/s, the Board will consult with the Union Local to obtain input from the Local prior to implementing the change.
  - (b) Where the Board determines that Saturday is required such work will be equally distributed amongst the employees in the classification.



- (c) The employer shall have the right to hire students during the summer vacation period (May 1- Sept. 30).
- (d) It is understood that permanent employees of the Board shall not have their hours reduced or be laid-off as a result of students being hired.

SCHEDULE C

MANPOWER FORMULA — ELEMENTARY SCHOOLS

In order to determine the manpower requirements for the various elementary schools in the system the following factors shall govern:

FACTOR 1:

- a) The outside foundation measurements of an area in use shall be known as the floor area in use.
- b) The inside measurements of an area under lock and key shall be known as an area not in use.
- c) Where it is deemed that the floor surface of an area does not need to be cared for on a daily basis, there shall be an adjustment in the total square footage for that area. The adjustment will be equal to the inside measurement of the said area times the frequency factor: The frequency factor is calculated as five minus the new weekly frequency of floor care divided by five.
- d) There shall be no lay-offs or reduction of hours as a result of the administration of Factor 1 (c).

FACTOR 2:

The square footage of a school shall be the sum total of its floor areas in use.

FACTOR 3:

The square footage obtained in Factor 2 shall be divided by 300.

FACTOR 4:

- a) The result obtained in Factor 3 shall be increased to the next highest full number and this number shall be the basic Manpower Value of the School.
- b) The total Manpower Value of a school shall be the total of:
  - 1) the basic manpower value of a school
  - 2) the adjustment due to the floor areas covered with carpet
  - 3) the adjustment due to the size of the school (see Factors 11 and 12)

FACTOR 5:

The Custodian of a school having forty (40) or more Manpower Values shall be assigned (40) Manpower Values with Hours of Work as per Schedule "B" of the Collective Agreement. Each school shall have at least one Custodian.

FACTOR 6:

The Custodian of a school having less than forty (40) Manpower Values shall be assigned the total value of the school with total weekly hours of work of one (1) hour per Manpower Value per week. The daily hours of work shall be set by the Board having regard to the requirements of the school.

The Custodian who works a minimum of forty (40) hours per week, will not have his hours reduced below forty (40), as a result of declining enrolment in a particular school, while he remains in such school.

FACTOR 7:

Where a school exceeds forty (40) Manpower Values, the Board will employ additional help on a permanent year around basis, in which case each value in excess of forty (40) shall be multiplied by  $\frac{2}{3}$  (increased to the next highest full number) in order to determine the total weekly hours of work for additional help.

The daily hours of work shall be set by the Board, having regard to the requirements of the school and prime cleaning time.

**FACTOR 8:**

Assistant Custodians in schools shall be under the supervision of and directly responsible to the Custodians of the Schools for the proper completion of their assigned duties.

**FACTOR 9:**

In order that uninterrupted cleaning of the school may be carried out, most areas of the school shall be vacated and free for cleaning whenever possible, not later than one hour after normal dismissal time.

**FACTOR 10:**

Under this formula, single portable classrooms in use shall be assigned as extra help on the basis of five hours per week for each portable classroom. Where there is a grouping of portables joined by a common corridor known as a "pod" and detached from a school building, the total outside square footage of the "pod" will be added to the school's total square area as calculated under Factor 1. In addition, five hours per "pod" per week will be added to the overall weekly manpower allocation of the school. This allocation will only apply in cases where there are no storage and water facilities in the "pod".

**FACTOR 11:**

In order to compensate for additional work due to the upkeep of rugs, schools will be assigned extra help on the basis of one (1) hour per week for each 1,000 square feet (or portion thereof) of rug in the school.

**FACTOR 12:**

In order to compensate for additional work due to the size of the school, schools will be assigned extra help on the following basis:

- a) 30,001 to 35,000 sq. ft. - 2 additional hours per week
- b) 35,001 to 40,000 sq. ft. - 4 additional hours per week
- c) 40,001 to 45,000 sq. ft. - 7 additional hours per week
- d) 45,001 to 50,000 sq. ft. - 10 additional hours per week
- e) 50,001 to 55,000 sq. ft. - 14 additional hours per week
- f) 55,001 to 60,000 sq. ft. - 18 additional hours per week
- g) 60,001 and Lip - 22 additional hours per week
- h) Senior elementary schools - 8 additional hours per week in addition to hours allotted under (a) to (g) above.

**FACTOR 13:**

- a) Employees who are on vacation leave, sick leave, compassionate leave, Workers' Compensation or other leaves of absence for 15 (fifteen) days or less shall be replaced in accordance with the Custodial Replacement guidelines.
- b) There shall be no lay-off as a result of the administration of Factor 13 (a).

**SCHEDULE D**

**MANPOWER FORMULA - SECONDARY SCHOOLS**

In order to determine the manpower requirements for the various secondary schools in the system the following factors shall govern:

**FACTOR 1:**

- a) The outside foundation measurements of an area in use shall be known as the floor area in use.
- b) The inside measurements of an area under lock and key shall be known as an area not in use.
- c) Where it is deemed that the floor surface of an area does not need to be cared for on a daily basis, there shall be an adjustment in the total square footage for that area. The adjustment will be equal to the inside measurement of the said area times the frequency factor: The frequency factor is calculated as five minus the new weekly frequency of floor care divided by five.

- d) There shall be no lay-offs or reduction of hours as a result of the administration of Factor 1 (c).

**FACTOR 2:**

The square footage of a school shall be the sum total of its floor areas in use.

**FACTOR 3:**

The square footage obtained in Factor 2 shall be divided by 14,000 sq. ft.

**FACTOR 4:**

The result obtained in Factor 3 shall be multiplied by 40 and shall be increased to the next highest full number in order to determine the total manpower value for the school.

**FACTOR 5:**

In order to fulfill the requirements established under Factor 4, the Board will employ full-time assistant custodians as follows:

Less than 45,000 sq. ft. - a minimum of 1 assistant  
45,001 to 65,000 sq. ft. - a minimum of 2 assistants  
65,001 to 85,000 sq. ft. - a minimum of 3 assistants  
85,001 to 105,000 sq. ft. - a minimum of 4 assistants  
105,001 to 125,000 sq. ft. - a minimum of 5 assistants  
125,001 sq. ft. and over - a minimum of 6 assistants

One of the above Assistant Custodians shall act as Custodian on afternoon shift and shall receive the basic hourly rate of a Custodian without a responsibility allowance.

The number of hours remaining shall be allocated to cleaning helpers and shall be organized by the Supervisor of Plant Operations having regard to the requirements of the school and prime cleaning time.

**FACTOR 6:**

Under this formula, single portable classrooms in use shall be assigned as extra help on the basis of five hours per week for each portable classroom.

Where there is a grouping of portables joined by a common corridor known as a "pod" and detached from a school building, the total outside square footage of the "pod" will be added to the school's total square area as calculated under Factor 1. In addition, five hours per "pod" per week will be added to the overall weekly manpower allocation of the school. This allocation will only apply in cases where there are no storage and water facilities in the "pod".

**FACTOR 7:**

- a) Employees who are on vacation leave, sick leave, compassionate leave, Workers' Compensation or other leaves of absence for 15 (fifteen) days or less shall be replaced in accordance with the Custodial Replacement guidelines.
- b) There shall be no lay-off as a result of the administration of f-actor 7 (a).

**LETTER OF INTENT**

**SCHOOL SUPPORT**

Mr. Danny Sauvé  
President, CUPE Local 1369  
471 Francis Street  
Hanmer, Ontario  
P0M 1Y0

Dear Mr. Sauvé:

In adherence to the philosophy of Catholic Education, employees of the Sudbury District Roman Catholic Separate School Board are encouraged to direct their school taxes to the separate school system.

Yours truly,

A handwritten signature in black ink, appearing to read "George Middleton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

George Middleton  
Chairman, Board Negotiating Committee

**LETTER OF INTENT  
SEXUAL HARASSMENT**

Mr. Danny Sauvé  
President, CUPE Local 1369  
471 Francis Street  
Hanmer, Ontario  
P0M 1Y0

Dear Mr. Sauvé:

The Employer shall endeavour to develop with the participation of the Union, a policy on sexual harassment and make that violations of the policy be subject to disciplinary action. The Employer would also agree to include the subject of sexual harassment in staff or management training sessions.

Yours truly,

A handwritten signature in black ink, appearing to read "George Middleton", written over a horizontal line.

George Middleton  
Chairman, Board Negotiating Committee



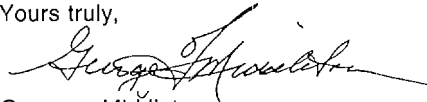
LETTER OF INTENT  
JOB DESCRIPTIONS

Mr. Danny Sauvé  
President, CUPE Local 1369  
471 Francis Street  
Hanmer, Ontario  
P0M 1Y0

Dear Mr. Sauvé:

- 1) The Board agrees to prepare Job Descriptions for positions within the Bargaining Unit by September 30, 1990. The completed Job Descriptions will be submitted to the Union for their information.
- 2) The purpose of this exercise is to update present job descriptions to ensure that they cover the duties being performed by the job classifications concerned. It is not the intent of this exercise to renegotiate wages.
- 3) The Board further agrees to prepare a Job Description when a new position is created or the duties of a job classification significantly changes. The rate of pay for a new or modified position shall be discussed with the Union.

Yours truly,



George Middleton  
Chairman, Board Negotiating Committee

**LETTER OF UNDERSTANDING**

**LONG TERM DISABILITY**

Mr. Danny Sauvé  
President, CUPE Local 1369  
471 Francis Street  
Hanmer, Ontario  
P0M 1Y0

Dear Mr. Sauvé:

Both Parties agree that Long Term Disability is a proper issue for discussion at the Labour-Management and/or Labour-Trustee Committee meetings.

Yours truly,

A handwritten signature in black ink, appearing to read "George Middleton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

George Middleton  
Chairman, Board Negotiating Committee

LETTER OF UNDERSTANDING  
LIFE INSURANCE FOR RETIREES

Mr. Danny Sauvé  
President, CUPE Local 1369  
471 Francis Street  
Hanmer, Ontario  
P0M 1Y0

Dear Mr. Sauvé:

This will confirm the understanding that employees who retire will be able to maintain at their cost, life insurance benefits equal to one time their salary.

Yours truly,

A handwritten signature in black ink, appearing to read "George Middleton", with a long, sweeping horizontal flourish extending to the right.

George Middleton  
Chairman, Board Negotiating Committee





