

A G R E E M

BETWEEN

SOURCE	UNION		
EFF.	89	01	01
TERM.	90	12	31
No. OF EMPLOYEES		500	
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THE YORK REGION BOARD OF EDUCATION

AND

THE CANADIAN UNION
OF PUBLIC EMPLOYEES,

LOCAL NO. 1196

EFFECTIVE JANUARY 1, 1989

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DECEMBER 31, 1990



SEP 18 1989

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AGREEMENT


BETWEEN

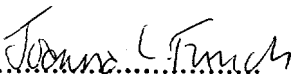
THE YORK REGION BOARD OF EDUCATION

AND

THE LOCAL 1196, CANADIAN UNION OF PUBLIC EMPLOYEES

whereas it is the intent and purpose of the Union and the Board to further harmonious relations between the Board and its employees, now therefore, this agreement witnesseth that the parties mentioned above hereby agree as follows:


.....
George Gregg, President,
CUPE 1196


.....
Joanna French, Chairperson
CUPE Negotiating Committee


.....
Joe Poitras,
CUPE Regional Office


.....
Colette Nemni
Chief Negotiator

FOX C.U.P.E. LOCAL 1196

FOR THE YORK REGION BOARD
OF EDUCATION

Dated at Aurora, Ontario, March 8, 1989

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NOTE: For purposes of clarification,
the words underlined [or in
italics] in an article indicate
changes from the previous
collective agreement.

PART A

A.1.0 SCOPE AND RECOGNITION

A.1.1 The word "employee" or "employees" wherever used in this Collective Agreement shall mean the employees of The York Region Board of Education in the collective bargaining unit set out in **A.1.2.**

A.1.2 The Board recognizes the Union as the sole and exclusive bargaining agent for **all** employees of the Board in the Region of York save and except head caretakers working in secondary schools, supervisors, foremen, chief engineers, cafeteria managers, cafeteria manageresses, persons above any of the aforesaid ranks, office and clerical staff, teachers as defined in The Teaching Profession Act, registered nurses, students employed during the school vacation period, persons regularly employed for not more than twenty (20) hours per week.

A.1.3 Wherever the singular or masculine is used in this Collective Agreement, it shall be construed as if the plural or feminine has been used where the context of the party or parties hereto so require.

A.2.0 DURATION OF AGREEMENT

A.2.1 The parties hereto agree that this Collective Agreement shall be effective from and after the first day of January 1, 1989 until the 31st day of December 1990, and thereafter from year to year unless notice of desire to amend or terminate this Collective Agreement is given by either party to the other party within a period of not less than thirty (30) calendar days, nor more than ninety (90) calendar days prior to the expiry date of this Collective Agreement.

A.2.2 If notice of desire to amend or terminate this Collective Agreement is given by either party, then the parties agree to meet for the purpose of negotiations within fifteen (15) calendar days after the giving of such notice if requested to do so, or at such other time as is mutually agreed upon by the parties.

A.3.0 No **STRIKES** ~ No **LOCKOUTS**

A.3.1 The Board undertakes that there will not be a lockout as defined in the Labour Relations Act during the term of this Collective Agreement.

A.3.2 The Union undertakes that there shall be no strike as defined in the Labour Relations Act during the term of this Collective Agreement.

A.4.0

GRIEVANCE AND ARBITRATION
PROCEDURES

A.4.1

For the purposes of this Collective Agreement, a grievance is defined as being a claim that there has been a violation of this Collective Agreement and that the Board or the Union has acted, for the purpose of application, administration or interpretation, in a manner which violates this Collective Agreement.

A.4.2

If any employee has a complaint, he shall first discuss his complaint with his immediate supervisor. Immediate supervisor is the first person outside the bargaining unit to whom he reports.

A.4.3

If the subject matter of the complaint is not settled within a period of five (5) working days, then the following steps in the Grievance Procedure should be followed. Copies of written replies, at all stages, shall be forwarded to the steward involved.

A.4.3.1

STEP 1

All written grievances must be submitted within ten (10) working days after the circumstances which gave rise to it came, or ought to have come, to the attention of the individual concerned. The aggrieved employee shall first submit the grievance to his steward. If the steward considers the matter to be a grievance, as defined in A.4.1, then the employee accompanied by his steward may present his grievance to his immediate supervisor in the area or work location where the grievance is alleged to have occurred. The grievance shall be in writing, signed by the steward, and shall advise management of the remedy sought and any provision of this collective agreement upon which the grievance is based. The supervisor shall answer the grievance in writing within five (5) working days after it has been presented.

A. 4.3.2

STEP 2

If the grievance is not then settled, then the grievor may, accompanied by his steward, within five (5) working days after the written decision of the appropriate supervisor has been received or should have been received, present the grievance, signed by the steward, to either an Area Business Administrator or Supervisor of Maintenance or other representative designated by the Board from time to time. The Area Business Administrator or Supervisor of Maintenance or other representative designated by the Board shall answer the grievance in writing within five (5) working days after the grievance has been received.

A. 4.3.3

STEP 3

If the grievance is not settled in accordance with Step 2, then within ten (10) working days after the decision of the Area Business

Administrator or the Supervisor of Maintenance (or other designate) has been received or should have been received, then the grievance may be presented by the union on behalf of the grievor to the Employee Relations Officer. Upon receiving the grievance, the Management Committee shall notify the Recording Secretary of the time and place of a meeting when they will discuss and consider the representations made and the decisions reached in Step 2. The meeting shall take place within ten (10) working days after the Management Committee has received the grievance and the decision of the Management Committee shall be given in writing to the Recording Secretary of the Union within five (5) working days after such a meeting.

The Management Committee shall be made up of the Superintendent of Business, Employee Relations Officer, Personnel Officer and Superintendent of Plant [or such other designate].

A.4.4

The Board may submit to the Union a grievance with respect to the conduct of the Union, its Officers, Stewards, members or with respect to any alleged violations of the collective agreement. Such a grievance may be presented by the Board, in writing, to the Recording Secretary within ten (10) working days after the occurrence of the matter which is the subject of the grievance. If such a grievance is not settled, it may be referred to arbitration by the Board in accordance with the provision of A.4.7 of this Collective Agreement.

A.4.5.1

Where a specific provision of this Collective Agreement has been alleged to have been violated or misinterpreted, a group grievance (i.e, **two** or more employees in one or more locations) may be presented by the Union denoting the number of employees affected. Such a grievance will only be possible when the remedy sought is similar. The grievance shall be signed by those grieving or by three members of the Union Executive, which shall identify those who are grieving. The grievance must be presented to the Management Committee, as referred to in the Grievance Procedure, within ten (10) working days after the alleged violation or misinterpretation. If the grievance is not settled within ten (10) working days, it may be referred to arbitration by the party which originated the grievance under the provision of A.4.7 of this Collective Agreement.

A.4.5.2 The Union may submit a policy grievance which is distinguishable from the grievance of an individual employee and which concerns the Union itself and which alleges a violation of this Collective Agreement. Such a grievance must be submitted by the Union, in writing, to the **Employee Relations Officer** on behalf of the Management Committee, as referred to in the Grievance Procedure, within ten (10) working days after the alleged violation. If the grievance is not settled **within ten (10) working days,** it may be referred to arbitration by the party which originated the grievance under the provision of A.4.7 of this Collective Agreement.

A.4.6 In the event that a grievance is to proceed to arbitration then the party which originated the grievance must send a notice of intention to proceed to arbitration to the other party within ten (10)

working days after the last step in the Grievance Procedure has been exhausted. The notice of intention to proceed to arbitration shall contain a statement of the matter in dispute and the relief sought from an Arbitration Board. The statement must also include the name and address of the party's nominee to the proposed Arbitration Board.

A.4.7 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of its nominee to the proposed Arbitration Board within ten (10) working days after receiving the notice.

A.4.8 The two nominees so appointed shall attempt to select a Chairman for the Board, but if they are unable to agree upon the selection within a period of ten (10) working days, either of the nominees shall then have the right to request the Minister of Labour for Ontario to appoint a Chairman for the Arbitration Board.

- A.4.9 Each party shall bear the expenses of its own nominee to an Arbitration Board and the parties shall jointly and equally bear the expenses of the Chairman.
- A.4.10 No grievance may be submitted to a Board of Arbitration or dealt with by a Board unless it has been properly carried through all the required steps of the Grievance and Arbitration Procedures.
- A.4.11 The Board of Arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.
- A.4.12 The Arbitration Board shall have the power to determine if any matter is arbitrable. Any Board of Arbitration shall not have any authority to make any decision which is inconsistent with the terms of this Collective Agreement, nor to add to or amend any of

the terms of this Collective Agreement. The jurisdiction of the Arbitration Board shall be strictly confined to dealing with the issue in dispute between the parties, as outlined in the notice of intention to proceed to arbitration.

A.4.13 The decision of a Board of Arbitration shall be final and binding upon the parties and for this purpose the decision shall be unanimous or one reached by a majority of the members of the Board, provided, however, that if there is no majority decision of the Board, then the decision of the Chairman shall constitute a final and binding decision of the Board.

A.4.14 Time limits set forth in this Article may be extended by mutual agreement between the parties hereto.

A.4.15

If an employee is discharged, his grievance must be presented in writing, signed by the employee concerned, within five (5) working days after the discharge, to the Employee Relations Officer who shall answer the grievance in writing within five (5) working days after the grievance is presented. The employee's steward shall be present when the employee presents **the** grievance. If the grievance is not settled, it shall be presented by the Union to the Management Committee in accordance with the procedures outlined in Step 3 of the Grievance Procedure within five (5) working days after the written answer of the Employee Relations Officer has been received by the employee.

A.4.16

Where an employee's grievance against his discharge or suspension comes before an Arbitration Board, the Board may make a ruling,

- A.4.16.1 confirming the Board's action, or
- A.4.16.2 reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his case), or
- A.4.16.3 disposing of the grievance in any other manner which may be just and equitable.
- A.4.17 It is understood that no grievance may be submitted concerning the discharge, lay-off or other forms of disciplinary action of a **probationary employee.**

A.5.0 **RESERVATION OF BOARD RIGHTS**

A.5.1 The Union acknowledges that the management of the Board's operation and the direction of its employees shall continue to be vested exclusively with the Board and shall, among other things, include the right to:


A.5.1.1 hire, promote, transfer;

A.5.1.2 make and alter reasonable rules and regulations to be observed by the employees;

A.5.1.3 demote, suspend, transfer for disciplinary reasons, discharge or otherwise discipline employees for just cause.

A.5.2 All rights set forth in this Article will not be exercised in a manner contrary to the provisions of this Collective Agreement.

A.6.0 UNION SECURITY

- A.6.1 All employees of the Board who are covered by this Collective Agreement and have completed their probationary period shall be required to have monthly dues deducted from their pay commencing the next pay from which dues are scheduled to be deducted.
- A.6.2.1 After completion of the probationary period by an employee the area office will notify a steward in the area of the existence of a new employee and an area steward may request through the Field Supervisor that an interview be arranged to discuss union membership.
- A.6.2.2 Such interview, if arranged, may last up to one-half hour.  It is understood that union membership is voluntary
- A.6.3 When a new employee covered by the terms of this Collective Agreement is hired, a representative of the Board shall notify the new employee of the name of

his steward and he shall acquaint the employee with the Union Security provisions of this Collective Agreement. The new employee shall also be given a copy of this Collective Agreement.

A.6.3.1

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The deduction of monthly Union dues shall be made every second pay period and the total amount of Union dues deducted shall be forwarded by the Board to the Secretary-Treasurer of the Union not later than the fifteenth day of the following month together with a list of names and addresses of all employees from whose wages the deductions have been made.

A.6.3.2

A copy of this list shall be forwarded by the Board to the national headquarters of the Canadian Union of Public Employees. In addition, the Board agrees to collect a special assessment once a year if requested by the Union.

A.7.0

SENIORITY

A.7.1

For the purposes of this Collective Agreement, seniority means length of service with the Board or with any predecessor Board of Education which has been amalgamated or merged with the Board.

A.7.2

An employee shall be considered a probationary employee until he has been employed for sixty (60) days of work after which time his name shall be placed on the seniority list and his seniority shall date back to the date of hiring.

A.7.3.1

The Board will maintain a seniority list showing each employee's name, his job classification, and the date upon which his seniority commenced.

- A.7.3.2 The seniority list will be revised and posted twice a year at the end of May and the end of November and the Board will send two copies of the list to the Recording Secretary.
- A.7.3.3 Complaints about the accuracy of the seniority list will be considered within fifteen (15) working days of the date of posting and the list shall be deemed to be accurate if no complaint or grievance is received within the said time limit of fifteen (15) working days.
- A.7.4.1 The selection and promotion of an employee to a position outside the bargaining unit is not governed by this Collective Agreement.
- A.7.4.2 If an employee is transferred to a position outside the bargaining unit and is later returned to a position within the bargaining unit, then the seniority which the employee had acquired prior to his

transfer outside the bargaining unit shall be retained by him, provided he is transferred back into the bargaining unit within a period of twelve months.

A.7.4.3 No employee shall be promoted to a position outside the bargaining unit without his agreement.

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A.7.5 Top seniority rights shall be accorded to current members of Local 1196's Executive Board and Stewards. This shall mean that those employees shall be retained during their respective terms of office notwithstanding their positions on the seniority list provided full-time work for which they are qualified and able to perform at their *own* or lower hourly **rate** is available.

A.7.6 If an employee is absent from work because of personal illness, accident or leave of absence authorized by the Board, he shall not lose his seniority rights. However, an employee's seniority shall only be lost for any of the following reasons:

A.7.6.1 dismissal for just cause;

A.7.6.2 voluntary resignation;

A.7.6.3 lay-off for twelve consecutive months;

A.7.6.4 fails to report to the Board within the time specified in a recall notice or fails to report for work on the date specified in a recall notice unless unable to for valid reasons. Notices of recall shall be sent by registered mail to the employee's last address on Board records;

A.7.6.5 absence from work for three consecutive working days without a valid reason.

A.7.7

It shall be the duty of the employee to notify the Board in writing within seven (7) days of any change of address or telephone number. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail or telegram to the address of the employee which appears on the Board's records shall be conclusively deemed to have been received by the employee.

A.8.0

TRADE UNION REPRESENTATION

A.8.1

The Union shall elect or appoint one (1) but not more than three (3) representatives for each of the areas which are administered by the Board as its administrative units.

A.8.2

A person shall not qualify to serve as a Steward unless he has acquired seniority under the terms of this Collective Agreement.

- A.8.3** The Union shall, within fifteen (15) working days after the date of the signing of this Collective Agreement, notify the Board in writing of the names of Stewards and the Union will inform the Board within ten (10) working days thereafter of any change in the list of Stewards.
- A.8.4 The Board shall not be obliged to recognize any Steward unless the Board has been properly informed of his appointment or election.
- A.8.5 In addition to Stewards elected or appointed pursuant to A.8.1, the Union shall elect or appoint a Chief Steward.
- A.8.6** The Board agrees to recognize a Union Grievance Committee comprised of the Chief Steward, one other steward and one Executive Officer of the Local of the Union and the names of these individuals shall be supplied by the Union to the Board.

- A.8.7.1 It is clearly understood that stewards will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business. ✓
- A.8.7.2 In accordance with this undertaking, the Board will compensate the stewards and also any grievor for any loss of pay for time spent at meetings with the Board or for time spent by stewards in the investigation or processing of grievances.
- A.8.7.3 This allowance does not apply for any time spent on these matters outside regular working hours.
- A.8.7.4 At no time shall a school be left unattended during working hours unless the employee has been given prior approval by a supervisor.
- A.8.8.1 It is understood that the stewards and committeemen have their regular work to perform on behalf of the Board.

- A.8.8.2 If it is necessary for a committeeman or steward to service a grievance during his working hours, he shall not leave his work without first obtaining the permission of his immediate available supervisor. He shall first attempt to contact his Area Business Administrator or Field Supervisor before contacting the principal for permission to leave his work.
- A.8.8.3 If requested, he shall give a reasonable explanation why he deems such action is necessary and when resuming his regular work, he shall then again report to his immediate available supervisor.
- A.8.8.4 Permission from a supervisor shall not be unreasonably withheld.

A.8.9

It is understood and agreed that Union Stewards who are elected or appointed under the terms of this Collective Agreement shall have reasonable access to school premises or work locations at reasonable times for the purposes of investigating or processing grievances or when dealing with matters which are properly under the jurisdiction of stewards under the terms of this Collective Agreement. Union stewards, when entering a work location shall report to the Principal or Principal's designate, or to the supervisor of the work location if not a school premise.

A.9.0 LABOUR MANAGEMENT RELATIONS

A.9.1 No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without prior authorization of the Union. In order that this may be carried out, the Union will supply the Board with the names of its officers.

A.9.2 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representatives shall have reasonable access to the Board's premises in order to investigate and assist in the settlement of a grievance.

A.9.3.1 There shall be no loss of regular wages by an employee when serving and meeting during regularly scheduled working hours on an approved Board-Union Committee.

- 63d
A.9.3.2 No employee negotiating committee member shall be required to report to work on negotiation days provided that direct negotiations take place for any part of such days.
- A.9.3.3 The Board reserves the right to limit the payment for members in **A.9.3.2** to up to six (6) employees per day. However, the Board shall not continue to pay for any committee members when third party assistance is requested.
- A.9.3.4 Time spent at approved Board-Union Committees other than referenced in **A.9.3.2** shall be considered as time worked.
- A.9.3.5 Employees who are members of and attend approved Board-Union Committees and who are scheduled to work that day, shall report to work for the remainder of the required shift time.

A.9.4 All correspondence between the parties, arising out of this Collective Agreement and incidental thereto shall pass to and from the Employee Relations Officer, or his designate and the Secretary of the Union.

10 0

COMMITTEE

A.10.1 The Board of the Union to recognize a **Union** **ag** **it** **Committee** which **shall be made** of four **representatives** of each party **it** shall **at** times **mut** **ly agreed** upon by the **parti** **for the** **urposes of** **c** **mutual** **concerns,** **whi** **are** **not** **f** **matters to be dealt with** **other commi**

A.10.2 The Union-Management **Committee** shall meet at least once every three months or upon request by either party.

A.11.0 VACANCY AND JOB POSTINGS

A.11.0.1 Any employee who is declared redundant to a work location shall be given the option of transferring to the first available position of equal classification or **be** demoted to the next lower classification.

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A.11.0.2 Initial vacancies and new positions in any classification shall be posted, plus all vacancies for Caretaker #2, Caretaker #3, and Maintenance.

A.11.0.3 All postings shall include the following information:

position
qualifications
education
shifts
rate of pay

27ab
A.11.0.4 In filling any posted vacancy or new position for a position within the bargaining unit the Board will consider the skill, ability, qualifications, and training of the staff in question to perform the normal required work; however, where these are relatively equal, the employee with the most seniority shall be selected,

A.11.1 EMPLOYEE REQUEST FOR TRANSFER

A.11.1.1 An employee requesting a transfer shall apply in writing to the appropriate administrative office. The employee shall indicate the Area and the location preference(s) to which he wishes to transfer. The standard "Request for Transfer" form shall be used.

A.11.1.2 If a position occurs for any of the requested locations for which a "Request for Transfer" is on file, such "Request for Transfer" shall be considered as an application. A "Request for Transfer" shall be kept on file for a period of six (6) months.

- A.11.2** All applications for a posted vacancy or a new position shall be made in writing.
- A.11.3.1** It is understood that the Board shall have the right to temporarily fill a vacancy for a period of up to **30** days of work or for a longer period of time by mutual agreement of the Union and the Board.
- A.11.3.2** In the event of a temporary vacancy created by an extended absence, the position may be declared vacant and filled on a temporary basis or a permanent basis by mutual agreement.
- A.11.3.3** The employee whose absence created the vacancy may be returned to a similar position without loss of pay or seniority, but not necessarily to the same location.

- A.11.4.1** Any successful applicant to fill a vacancy or new position will be placed in the vacancy or new position for a trial period not to exceed sixty (60) working days and if the employee proves satisfactory during this period of time, he will then be confirmed in his new classification.
- A.11.4.2** During the trial period, the employee will be paid the rate of pay for the job he is doing.
- A.11.4.3** If the employee proves unsatisfactory during the trial period, he will be returned to his former rate of pay and **may** be returned to his former work location. Should he wish to return to his former position or location during the trial period, he may be returned by mutual agreement between the Board and the employee.

- A.11.4.4 If there is no mutual agreement, the employee will be returned to his former rate of pay at another location.
- A.11.5 When a successful applicant has been chosen for a vacancy, then the Board shall notify the Union and all of the applicants of the name of the person who was successful in filling the vacancy. Such notice will be sent out within seven (7) working days.

B.1.0 **RATES OF PAY AND CLASSIFICATIONS – EFFECTIVE JANUARY 1, 1989 TO DECEMBER 31, 1990**

		January 1, 1989			January 1, 1990		
CLASSIFICATION		Start	Mid	Job	start	Mid	Job
B.1.1.1	CARETAKER No. 1 (Caretaker in a work location under supervision.)	11.92	12.24	<u>12.55</u> bf	12.85	13.17	<u>13.48</u> bf
B.1.1.2	CARETAKER No. 2 (Caretaker in a work location and is responsible for the work location and less than 3 other employees.)	12.57	12.81	13.03	13.50	13.74	13.96

30-4
B.1.1.3 CARETAKER No. 3
(Caretaker in a work
location and is res-
ponsible for the work
location and 3 to 6
other employees.)

B.1.1.4 CARETAKER A

B.1.1.5 COURIER

B.1.1.6 MAINTENANCE PERSON No. 1
(Responsible for under-
taking of tasks to maintain
Board owned buildings,
grounds and equipment as
assigned.)

January 1, 1990

13.10	13.49	13.78	14.03	14.42	14.71
11.92	12.24	12.55	12.85	13.17	13.48
12.11	12.40	12.71	13.04	13.33	13.64
13.76	14.08	14.38	14.69	15.01	15.31

		January 1, 1990					
<u>CLASSIFICATION</u>		Start	Mid	Job	Start	Mid	Job
B.1.1.7	MAINTENANCE PERSON No. 2 (Responsible for maintain- ing Board owned buildings, grounds and equipment and/or perform tasks requiring skills in specific trade areas.)	14.35	14.64	14.94	15.28	15.57	15.87

B.1.1.8 4th CLASS ENGINEER

Applicable rate, plus \$.35 per hour

B.1.1.9 MINISTRY OF LABOUR LICENCES

Applicable Maintenance Rate, plus \$.35 per hour

B.1.1.10 BILINGUAL EMPLOYEE
(where required)

Applicable rate plus \$.35 per hour

B.1.1.11 LEAD HAND PAINTER

Applicable Maintenance Rate, plus \$.45 per hour

B.1.1.12 GRASS CUTTER

The job shall be posted and the rate of pay shall be that of Caretaker No.2.

B.1.1.13 LANDSCAPER

The job shall be posted and the rate of pay shall be that of Caretaker No.3

B.1.2 In applying Article B.1.0, a new employee shall commence at the "start rate". Subject to the probationary period outlined in this collective agreement (A.7.2), the new employee shall advance to the "mid rate after six (6) continuous months of service with the Board. The new employee shall advance to the "job rate" upon twelve (12) months of continuous service with the Board.

B.1.3. **An** employee upon successful completion of **his** 4th class engineer papers may apply for the additional hourly rate as set out in B.1.1.8. Upon receipt of the employee's certification indicating 4th class engineer status, the Board shall pay the additional applicable rate as soon as is administratively feasible.

B.1.4 **An** employee shall receive, if eligible, the additional applicable rate as set out in B.1.1.9 for one ministry licence only.

- B.1.5 For the level of Caretaker #3 to be created, there shall be at least three (3) other employees in addition to the newly created Caretaker #3.
- B.1.6 In a school where there is a Caretaker #3 and the additional complement drops below three (3) other employees, the Caretaker #3 shall remain as a Caretaker #3 for one full year from the time the complement drops below the conditions set out in B.1.5. If the complement for a Caretaker #3 is not met at that time, the Caretaker #3 shall be subject to the conditions as set out in A.11.0.1.
- B.1.7 Employees promoted to a higher paying position shall receive the midrate under B.1.0 for a period of sixty (60) calendar days then proceed to the job rate.

B.1.8 Employees who are reassigned to light duties shall be paid \$9.59/hr effective January 1, 1989 and shall be paid \$10.52/hr effective January 1, 1990.

B.1.9 When the duties in any classification are materially changed or when a position not covered in B.1.0 hereto is established during the term of this Collective Agreement, the rate of pay for the classification or new position shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on any reclassification or rate of pay of the job in question, such a dispute may be submitted through the Grievance and Arbitration Procedures. The new rate shall become retroactive to the time the position was first filled by the employee.

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- B.1.10** wages shall be paid by a deposit to the employee's bank every second Thursday.
- B.1.11** On each pay day each employee shall be provided with an itemized statement of his wages and deductions which shall be equalized as much as possible.
- B.1.12** When an employee temporarily substitutes in a higher paying position, he shall receive the rate for the job to which he is temporarily transferred if it is higher than his regular rate until he has met the requirements of Article **B.1.7** after which time he would proceed to job rate.
- B.1.13** If an employee is temporarily assigned to **a** position paying a lower rate than his regular rate, then his rate shall not be reduced. This provision shall not apply when an employee bumps down to a lower position to avoid a lay-off or when an employee is permanently transferred to a lower classification.
- 21

B.2.0 **OVERTIME**

B.2.1 A rate of time and a half shall be paid for all hours in a work week worked over forty (40) hours and for all hours worked in excess of eight (8) hours in any work day.

B.3.0 **SHIFT PREMIUMS**

B.3.1 A shift premium of \$.35 per hour shall apply to all hours worked on the afternoon shift.

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B.3.2 A shift premium of \$.45 per hour shall apply to all hours worked on the midnight shift.

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B.3.3 The shift premium shall not be included when computing any overtime pay.

B.4.0 **CALL IN EMERGENCY WORK**
GUARANTEE AND WEEKEND
WORK ASSIGNMENTS

B.4.1 **An** employee who is called in/scheduled in outside of his regular working hours and after the employee has gone home and having completed his

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normal day's work shall be paid for such work which he performs at any time before the beginning of his next work day a minimum amount equal to four (4) hours' pay at straight time. The pay for such emergency work performed on a statutory holiday shall be at the rate of double time.

B.4.2 When an employee is scheduled to perform a weekend work assignment on a Saturday he shall be paid a minimum amount equal to four (4) hours' pay at straight time or time and a half for such hours worked whichever is the greater.

370
B.4.3 When an employee is called in to perform a weekend work assignment on a Saturday or Sunday, he shall be paid a minimum equal to four (4) hours at straight time or ~~double time~~ for such hours worked whichever is the greater.

B.4.4

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When an employee is scheduled to perform a weekend work assignment on a Sunday, he shall be paid a minimum amount equal to four hours straight time or double time for such hours worked whichever is the greater.

B.5.0

INSURED EMPLOYEE BENEFITS

B.5.1

OMERS

B.5.1.1

The Board shall maintain its present share of the premium cost of the Ontario Municipal Employees Retirement System Plan (OMERS) for all full time employees.

B.5.2

OHIP

B.5.2.1

700a
100

The Board shall pay 100% of the premium cost of the Ontario Hospital Insurance Plan (OHIP), Standard Ward Coverage for all full time employees. An employee who has coverage in the OHIP policy of his spouse may file exemption forms.

B.5.3

SEMI PRIVATE

B.5.3.1

The Board shall pay 100% of the premium cost of semi-private hospital coverage for all full time employees who have basic OHIP coverage with the Board.

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B.5.4

EXTENDED HEALTH CARE

B.5.4.1

Effective January 1, 1987 the Board shall pay 100% of the premium cost for extended health care coverage which shall include \$100 vision care coverage, in a twenty four (24) month period, for all full time employees.

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B.5.4.2

Effective January 1, 1988 the vision care coverage shall be \$150 in a twenty four (24) month period.

B.5.5

DENTAL PLAN

B.5.5.1

Effective January 1, 1989 the Board shall pay 100% of the premium cost for a basic dental plan with the 1988 Ontario Dental Association schedule of fees for General Practitioners, for all full time employees.

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100
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B.5.5.2 Effective January 1, 1990 the 1989 Ontario Dental Association schedule of fees shall apply.

B.5.6 GROUP INSURANCE

B.5.6.1 The Board shall pay 100% of the premium cost for a Group Life Insurance Plan for all full time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.

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B.5.7 ACCIDENTAL DEATH AND DISABILITY

B.5.7.1 The Board shall pay 100% of the premium for an Accidental Death and Disability Plan for all full time employees. This plan shall provide coverage in an amount equivalent to twice the employee's basic annual salary.

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B.5.8 CARRIER CHANGE

B.5.8.1 The Board may change the carrier of any benefit plan (other than OHIP) provided

that any benefits provided by such other carrier are at least equivalent to the present benefits in this Collective Agreement.

B.6.0

PAID HOLIDAYS

B.6.1.1 The Board recognizes the following as paid holidays:

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

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B.6.1.2 Two (2) Float Holidays shall be observed at a time mutually agreed upon between the supervisor and the employee.

B.6.1.3 All float holidays must be used within the calendar year of January 1 to December 31.

B.6.1.4 In the event that an additional day, other than those listed in B.6.1 is proclaimed a school holiday, that day will replace one of the Float Days in B.6.1.2.

B.6.2 When any of the holidays listed in B.6.1 falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or the preceding Friday shall be deemed to be a holiday for the purpose of this Collective Agreement, subject to the right of the Board to schedule it.

B.6.3 Employees who have been in the employment of the Board for a period of one month and who are not required to work on the holidays listed in B.6.1 shall receive holiday pay equal to one normal day's pay if qualified to receive same. Employees who are required to work shall be paid at double time together with holiday pay if qualified to receive same. To be

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eligible to receive payment for a holiday, an employee must work his full scheduled shifts on the days immediately preceding and succeeding a holiday, or make some other arrangements satisfactory to the Board.

B.6.4 An employee shall not be disqualified from receiving holiday pay if he is absent on one or both of the shifts referred to in B.6.3 due to personal illness, provided, however, that the Board may require the employee to provide a satisfactory medical certificate.

B.7.0

VACATIONS AND VACATION PAY

B.7.1

An employee shall be entitled to vacation with pay at his regular rate of pay as follows:

Length of Continuous Service as of June 30

Length of Vacation in lieu thereof

Less than 1 year

1 day for each full month of continuous service to a maximum of 10 days

1 year but less than 2 years

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2 weeks

2 years but less than 10 years

02-03

3 weeks

10 years or more

10-04

4 weeks

20 years or more

20-05

5 weeks

- B.7.2.1 Employees may request that their vacation take place at any time of the year. When an employee's request for vacation is denied, he shall be advised of the reason.
- B.7.2.2 When two or more employees in the same work location request their vacations at the same time, the employee with the greatest seniority shall be given preference.
- B.7.3 In the event an employee's service with the Board is terminated before he has taken his vacation, he shall be paid in lieu thereof:
 - B.7.3.1 in the case of an employee with less than one year of continuous service with the Board, a sum equal to 4% of his earnings from the previous June 30th;
 - B.7.3.2 in the case of an employee qualified for two weeks' vacation, a sum equal to 4% of his earnings from the previous June 30th;

- B.7.3.3 in the case of an employee qualified for three weeks' vacation, a sum equal to 6% of his earnings from the previous June 30th;
- B.7.3.4 in the case of an employee qualified for four weeks' vacation, a sum equal to 8% of his earnings from the previous June 30th;
- B.7.3.5 in the case of an employee qualified for five weeks vacation, a sum equal to 10% of his earnings from the previous June 30th.
- B.7.3.6 in the case of an employee qualified for additional vacation, an additional sum of .4% for each year of service in excess of years of his earnings from the previous June 30 to a maximum of 2%.
- B.7.4 An employee shall be entitled to an extra day's vacation with pay for any holiday as defined in B.6.1 which falls within his vacation.

- B.7.5 Vacations will not be cumulative from year to year. Furthermore, an employee will not be permitted to forego the vacation to which he is entitled.
- B.7.6 Vacation schedules shall be posted by May 1st each year and shall not be changed unless mutually agreed to by the employee and the Board.
- B.7.7 For the purposes of computing qualifications for vacation with pay, the service rendered by an employee with a predecessor Board shall be counted.
- B.7.8 Sick leave may be substituted for vacation where an employee can substantiate by means of a medical certificate that he or she was incapacitated in excess of seven (7) calendar days, during his or her vacation period. Under these circumstances, the time for future vacation which is given to the employee shall be deducted from the employee's sick pay bank.

**B.8.0 UNIFORMS, SAFETY FOOTWEAR,
AND SAFETY EQUIPMENT**

B.8.1.1 The Board will provide to all employees a uniform issue each year equivalent in value to two pairs of trousers, three shirts, one tie and one third of the cost of **a** winter jacket or sweater. Employees may choose one optional issue from those options determined by the Union Management Committee.

B.8.1.2 New employees shall upon successful completion of the probationary period, qualify for a first issue consisting of three pairs of trousers, five shirts and a winter jacket or sweater. This issue will be ordered twice yearly and in the interim, the Board will attempt to provide a minimal issue.

B.8.2 CARETAKER A

The Board will provide to all Caretaker A employees, a uniform issue each year equivalent in value to three

pairs of pants and three tops. Employees may choose one optional issue from the options determined by the Union Management Committee.

B.8.3 All employees shall be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed at all times when on duty.

B.8.4 SAFETY FOOTWEAR

B.8.4.1 The Board agrees to pay to each new employee seventy-five dollars (\$75.00) toward the purchase of safety footwear. Once yearly thereafter, each employee shall receive fifty-five dollars (\$55.00) toward the purchase of safety footwear.

B.8.4.2 The wearing of safety footwear is a condition of employment for all employees.

B.8.5

SAFETY EQUIPMENT

Notwithstanding B.8.4.1 the Board shall provide at no cost to the employee all safety equipment required by law and/or the Board.

B.9.0

MILEAGE ALLOWANCE

B.9.1

Any employee covered by this Collective Agreement who is required to operate his/her own vehicle when engaged in Board business shall receive a travel allowance as provided under Board Policy.

B.10.0

MEAL ALLOWANCE

B.10.1

When an employee is required to work more than three (3) hours beyond the end of his regularly scheduled shift or is called in to work three (3) hours prior to the commencement of his regularly scheduled shift, he shall be paid a meal allowance of \$7.00, provided that the employee completes his entire regularly scheduled shift.

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B.11.0

**SICK LEAVE AND RETIREMENT
GRATUITY**

B.11.1

Employees covered by the terms of this Collective Agreement shall enjoy a sick leave plan which provides a benefit of two (2) days without **loss** of pay per month for personal illness with an accumulation of sick pay credits up to a maximum of two hundred and sixty-four (264) days.

B.11.2

For the purposes of retirement or death, an employee may accumulate sick leave up to a total maximum credit of one hundred and twenty (120) days' pay which will be paid to the employee upon retirement or which will be paid to the estate of the employee upon his death.

B.11.3

The credit **in** the Retirement Gratuity account shall be calculated as follows:

- B.11.3.1 At the end of each year the number of days added to the Retirement Gratuity Account with respect to that year shall be one-half of the unused sick leave credit of that year as provided in **B.11.1**
- B.11.3.2 The maximum amount which can be accumulated in the Gratuity Account shall be 120 days.
- B.11.3.3 Absence shall affect the gratuity account only when the number of days in the sick leave account falls so as to equal the number of days in the gratuity account at which time each account shall be reduced by one day for each day's absence.
- B.11.3.4 No Sick Leave credits transferred from another Board shall earn credit in the gratuity account.

B.11.4.1 The calculation of the gratuity will be the total of (i) and (ii):

(i) For service up to August 31, 1979

No. of days in gratuity account accumulated under provisions of previous agreements	X Annual Salary at
<u>240</u>	Time of Retirement

(ii) For service after September 1, 1979

No. of days in gratuity account accumulated under provisions of this Collective Agreement	X Annual Salary at	X %
<u>240</u>	Time of Retirement	

The following table shall be used for calculating gratuity amounts:

TOTAL NUMBER OF YEARS OF SERVICE
WITH YORK REGION INCLUDING
PREDECESSOR BOARDS

PERCENTAGE PAYABLE IN
ACCORDANCE WITH THIS
COLLECTIVE AGREEMENT

Up to 5 Years	0%
5 Years	10
6 "	16
7 "	22
8 "	28
9 "	34
10 "	40
11 "	46
12 "	52
13 "	58
14 "	64

TOTAL NUMBER OF YEARS OF SERVICE
WITH YORK REGION INCLUDING

5 1 5

PERCENTAGE PAYABLE IN
ACCORDANCE WITH THIS
COLLECTIVE AGREEMENT

15	"	70
16	"	76
17	"	82
18	"	88
19	"	94
20	"	100

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No payment shall be made unless the employee has five or more years.

- B.11.4.2 The gratuity shall be payable in one payment on the date of retirement or on January 15 of the following year at the option of the employee.
- B.11.4.3 The gratuity by statute may not exceed 50% of the credit in the Sick Leave Account.
- B.11.5 In the event of the death of an employee while in the service of the Board, a calculation shall be made of the service gratuity which would have been paid to the employee had he retired on the date of his death and this shall be paid to his estate.
- B.11.6 Under normal circumstances no medical certificate shall be required for an absence up to five (5) consecutive working days. However, for employees who may have repeated absences from work that are charged to sick leave the Board may require a medical certificate for any and/or all further absences.

B.11.7 On an annual basis, each employee covered by this Collective Agreement shall be given a statement notifying him of his current sick leave credit position and his current death or retirement allowance.

B.12.0 **RETROACTIVE SALARY**

B.12.1 In the event ratification of a new agreement occurs after the expiration of the term of this agreement, then retro-active salary payment shall be made to all employees on staff as of the date of ratification of this Collective Agreement and to employees who have retired between the expiry date of the contract and the ratification date and to the estate of any employee who has died between the said dates, in all cases calculated on the time worked by the employee between the said dates.

B.12.2 Retroactivity shall apply only to hours paid and to no other benefits unless expressly specified.

B.13.0 EDUCATIONAL 'TRUST FUND

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B.13.1 The Board agrees to provide an Educational Trust Fund of \$4,000 for the purpose of upgrading the qualifications of employees. The fund will be used to assist employees taking accredited courses which may prove ~~beneficial~~ to the Board. Accreditation of **a** course and the amount of assistance to be provided for each employee shall be determined by the Union Management Committee.

B.13.2 Effective January 1, 1988 the Educational Trust Fund shall be \$5,000.

B.13.3 Notwithstanding the above, an employee cannot receive any assistance from the Educational Trust Fund to assist with costs incurred in
B.13.4

After the minimum for a class requirement has been met, and there is a vacancy in any of the night school classes or continuing education classes operated by The York Region Board of Education, an employee may register in any class, subject to any special requirements or pre-requisites, ~~without~~ paying any course registration fee. However, the employee shall be subject to payment at his **own** expense of any other fees or financial costs.

PART C

LEAVES OF ABSENCE

C.1.0

LEAVES GENERAL

C.1.1

An employee may be granted a leave of absence without pay and without loss of seniority if his written application is approved by the appropriate official of the Board and is sent to the Board's business office at least fifteen (15) days prior to the requested leave. Such request should show good and sufficient reason and not merely personal desire. The granting of any leave of absence will be confirmed in writing.

C.2.0

LEAVES FOR UNION BUSINESS

C.2.1.1

see p 70
An employee who is elected or appointed for a full-time position with the Union will be granted a leave of absence without loss of seniority, ~~but~~ without salary or loss of seniority or other benefits for a period of up to one year. Such leave may be extended by the Board.

C.2.1.2 Upon written request by the employee, he may retain his insured employee benefit coverage provided that the full premium cost is paid by the employee.

C.2.2 Upon written request by the Union given not less than ten (10) calendar days in advance to the Board, the Board will grant leave of absence without pay or **loss** of seniority to the employees named in such request to absent themselves to attend conventions and seminars of such Union, limited, however, for each such convention or seminar to not more than five (5) employees and to time off not more than 75 man days per Agreement year. During such leave, the Board shall pay to the employee his regular wages and benefits and bill the cost of such to the Union for reimbursement.

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C.2.3

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The union and the Board agree to share equally the cost of the wages and benefits for the full time release of the CUPE 1196 president.

C.3.0

BEREAVEMENT LEAVE

C.3.1

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An employee shall be granted three (3) regularly scheduled consecutive work days' leave without loss of salary or wages or charge to sick leave in the case of the death of a grandparent, grandchildren, parent, wife, husband, brother, sister, child, mother-in-law or father-in-law.

C.3.2

A leave of one day shall be granted for the purpose of attending a funeral other than the cases listed in C.3.1. Such absence shall be deducted from Sick Leave credits in accordance with article C.5.0.

C.4.0

JURY AND/OR COURT WITNESS DAY

C.4.1

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The Board shall grant a leave of absence without loss of seniority to an employee who serves as a juror or crown witness in any court.

The Board shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment of travelling, meals, or other expenses.

The employee will present proof of service and attendance and the amount of pay received.

OTHER LEAVES

An employee shall be entitled to the following leave days with pay but charged to sick leave and appropriate charge to the gratuity account:

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- (i) severe family illness of a parent, spouse, or child (maximum 3 days **per year**)
 - (ii) writing of an examination (maximum 1 day per exam)
 - (iii) employee's own convocation, or that of the spouse, son or daughter (maximum 1 day per occasion)

(iv) moving day (maximum 1 day per year)

(v) funeral - as per C.3.2

(vi) observance of religious holidays (maximum 3 days per year)

*ajef-
a/s* (vii) birth or adoption of male employee's child (maximum 3 days per year)

These deductions shall occur within the sick leave year which runs from September to August.

C.6.0 **PREGNANCY LEAVE**

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C.6.1 "Pregnancy Leave" means leave of absence of 17 weeks or less without pay granted pursuant to the Employment Standards Act, R.S.O. 1980 Chapter 137, Part XI.

C.6.2 Pregnancy Leave will be granted pursuant to the Employment Standards Act, R.S.O. 1980 Chapter 137, Part XI.

C.6.3 Only an employee who has been employed continuously by the Board for a period of at least one year prior to the commencement of the period of eleven weeks immediately preceding the estimated delivery date, shall be eligible for Pregnancy Leave.

C.6.4 Pursuant to the terms of the Act, an employee should notify her principal or immediate supervisor as soon as possible of the pregnancy and arrange a suitable date for the commencement of the leave.

- C.6.5** The employee shall not work and the Board shall not cause her to work or permit her to work until six weeks after the date of delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.
- C.6.6** **An** employee returning from a Pregnancy Leave shall have her position guaranteed with the Board, subject to other terms within this Agreement.
- C.6.7** The Board shall continue to pay its share of the employee's insured employee benefit plans for the period of the Pregnancy Leave.
- C.6.8** **An** employee returning from Pregnancy Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
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- C.6.9 **An** employee on Pregnancy Leave shall not apply for payment from the Sick Leave Plan or Account, nor shall sick leave be accumulated during the leave.
- C.6.10 **An** employee returning from Pregnancy Leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.
- C.6.11 **A** position held by an employee going on Pregnancy Leave shall be filled in an acting capacity (casual).
- C.7.0 **INFANT CARE LEAVE**
- C.7.1 "Infant Care Leave" means a leave of absence without pay to provide a period of time, following the birth of a child for a parent to take care of a new born child.

C.7.2 **An** employee who is eligible for Pregnancy Leave or who has been granted a Pregnancy Leave may apply for Infant Care Leave at the same time as the employee applies for Pregnancy Leave or no later than 30 calendar days prior to the date the Pregnancy Leave is to end.

C.7.3 Notwithstanding C.7.2, a male employee who has been employed continuously by the Board for a period of at least one year prior to the commencement of the period of eleven weeks immediately preceding the estimated delivery of his child shall also be eligible for Infant Care Leave provided he applies at least 60 calendar days prior to the commencement of the leave. Infant Care Leave shall commence no later than 17 weeks following the birth of his child.

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- C.7.4 *581B*
035 The sum of a Pregnancy Leave and an Infant Care Leave granted under this Collective Agreement shall not exceed one (1) year.
- C.7.5 The application for Infant Care Leave shall include the requested expiration date of the leave.
- C.7.6 **An** employee on Infant Care Leave shall not be paid employee benefits during the period of the leave. Such employee may retain his membership in any plan to which he was registered at the beginning of the leave, by paying full premiums applicable where this is within the terms of the Board's contract with the insurer.
- C.7.7 The position held by the employee going on Infant Care Leave shall not be maintained by the Board for the employee. The employee shall be offered employment at the same level at which he left upon return to the Board at the end of the leave.

- C.7.8 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time, the employee will be paid at the job rate of the position she holds.
- C.7.9 Leave of absence granted because of Infant Care Leave shall not be charged to the Sick Leave Plan, and no Sick Leave credits shall accrue.
- C.7.10 An employee returning from Infant Care Leave shall have **existing** sick leave benefits, Retirement Gratuity credits and seniority fully reinstated.
- C.7.11 A position held by an employee going on Infant Care Leave shall be filled on a permanent basis.

C.8.0

ADOPTION LEAVE

C.8.1

"Adoption Leave" means a leave of absence without pay not exceeding 17 weeks granted to a parent at the time a child is adopted.

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C.8.2

Only an employee who has been employed continuously by the Board for a period of at least one year prior to the request for an Adoption Leave shall be eligible to apply for Adoption Leave.

C.8.3

Adoption Leave of up to 17 weeks shall be granted to an eligible employee under the following conditions:

- (a) Such leave is to commence on the date of the adoption and end within 17 **weeks** of the adoption on a date to be agreed upon between the employee and his immediate supervisor.

- (b) In the event no agreement can be reached as to the expiration date the employee shall be granted an Adoption Leave of 17 weeks or less to commence immediately a child becomes available for adoption; and
- (c) In either case the employee must give written notice to the Board of the intent to adopt, at or prior to the time that the employee's application for adoption is submitted.

C.8.4 Such leave shall not qualify any employee for payment from the Sick Leave Plan or Account, nor to the accumulation of sick leave during the leave.

C.8.5 An employee returning from Adoption Leave shall have his position guaranteed with the Board, subject to other terms within this agreement.

- C.8.6** The Board shall continue to pay its share of the employee's insured employee benefit plans for the period of the Adoption Leave.
- C.8.7** *9/2/22* **An** employee returning from Adoption Leave shall receive experience for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period.
- C.8.8** A position held by an employee going on Adoption Leave shall be filled in an acting capacity (casual).
- C.8.9** **An** employee returning from Adoption Leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.

C.9.0

CHILD CARE LEAVE

C.9.1

"Child Care Leave" means a leave of absence without pay to provide a period of time immediately following an Adoption Leave for a parent to care for a newly adopted child.

C.9.2

Only an employee eligible for Adoption Leave or who has been granted Adoption Leave may apply for Child Care Leave at the *same* time as the employee applies for Adoption Leave or no later than 30 days prior to the date the Adoption Leave is to end.

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C.9.3

The application for Child Care Leave shall include the requested expiration date of the leave. Child Care Leave shall commence immediately following the last day of Adoption Leave.

C.9.4

The sum of an Adoption Leave and a Child Care Leave granted under this Collective Agreement shall not exceed one (1) year.

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- C.9.5 An employee on Child Care Leave shall not be paid employee benefits during the period of leave. Such employee may retain his membership in any plan to which he was registered at the beginning of the leave, by paying full premiums applicable where this is within the terms of the Board's contract with the insurer.
- C.9.6 **An** employee returning to the Board from a Child Care Leave shall be offered employment with the Board at the same level at which he left.
- C.9.7 If, however, no position exists at the level the employee held prior to the leave, then the rate will be paid for one (1) year. After that time, the employee will be paid at the job rate of the position she holds.
- C.9.8 Leave of absence granted because of Child Care Leave shall not be charged to the Sick Leave Plan, and no Sick Leave Credits shall accrue.

C.9.9 **An** employee returning from Child Care Leave shall have existing sick leave benefits, Retirement Gratuity credits and seniority fully reinstated.

C.9.10 A position held by an employee going on Child Care Leave shall be filled on a permanent basis.

PART D **CONDITIONS OF WORK**

D.1.0 HOURS OF WORK

D.1.1 The regular work week shall consist of forty (40) hours worked in five (5) days, Monday to Friday inclusive.

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D.1.2 The scheduled work week for employees in schools with swimming pool operations shall consist of forty (40) hours worked in five (5) consecutive days Monday to Monday inclusive. Employees scheduled to work on Saturday or Sunday shall be paid time and one half or double time respectively.

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- D.1.3 Employees shall have two fifteen (15) minute rest periods per day at times scheduled by the Board.
- D.1.4 The normal starting and finishing times shall be as follows:
- D.1.4.1 Day shift shall commence between 7:00 a.m. and 8:00 a.m. and finish between 3:30 p.m. and 5:00 p.m. Lunch period shall be unpaid and last one half or one hour.
- D.1.4.2 Afternoon shift shall commence between 3:00 p.m. and 4:00 p.m. and finish between 11:00 p.m. and 12:00 midnight. Lunch period shall be paid and last one half hour and be considered part of the work period.
- D.1.4.3 Midnight shift shall commence between 11:00 p.m. and 12:00 midnight and finish between 7:00 a.m. and 8:00 a.m. Lunch period shall be paid and last one half hour and be considered part of the work period.

D.1.5 All employees working on a shift which is not a normal day work shall have a half hour lunch period which is paid for and, therefore, considered part of the work period.

D.1.6.1 Work schedules shall be posted by the Board every two weeks and the Board shall make every effort to discuss with representatives of the Union any significant changes in the schedule of operations before putting into effect any such change.

D.1.6.2 If an employee's work schedule is to be altered, then the Board shall provide any employee affected by the change at least forty-eight (48) hours' prior notice of the change in the work schedule. If such a change is to occur on a Saturday or Sunday work schedule, the Board shall provide an employee affected by such change at least seventy-two (72) hours prior notice.

D.1.6.3 It is understood that in cases of emergency the provisions in D.1.6.2 do not apply.

D.1.7 Although the Board expects to continue to employ its employees on a forty (40) hour basis it cannot guarantee to provide work for any employee and expressly reserves the right to reduce the work week or the working hours at any time.

D.1.8 SUMMER HOURS OF WORK

A four (4) day week for maintenance employees shall be undertaken for the months of June, July and August on an optional basis by location. A four (4) day week for caretaking employees shall be undertaken for the months of July and August on an optional basis by location. The Board retains the right to designate school locations that are not suitable for a four (4) day week operation.

D.2.0 OVERTIME

D.2.1.1 When overtime work is necessary, such overtime will be shared fairly among employees who are willing, qualified and available to perform the work which is required. Such overtime shall first be offered to those employees on duty at the work location.

D.2.1.2.1 The Board shall maintain a list, by area, of employees who have expressed a willingness to perform overtime within that area.

D.2.1.2.2 If no employee on duty accepts the overtime work, then, overtime shall secondly be offered to employees from the list. Employees from the list ~~may~~ refuse the overtime offered for just cause.

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D.2.1.2.3 However, in the event no one is available from the list, the junior employee on duty at the work location shall perform the overtime.

D.2.1.2.4 In the event that no one at the work location is available, the overtime shall be assigned to the junior employee from the list.

D.2.2 An employee on the overtime list who repeatedly refuses to perform overtime duties will result in the deletion of that employee's name from the list. In the event that there are no employees available to perform the overtime, the Board reserves the right to appoint an employee so as to maintain its operations.

D.3.0 LAY OFFS AND RECALL

D.3.1 In the event of there being a lay-off or recall, seniority shall be the determining factor, provided, however, that the employee **who** claims his seniority has the skill, ability and qualifications to do the work available.

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D.3.2 No new employees will be hired until those employees who are on lay-off are given an opportunity for re-employment.

D.3.3 Employees who are to be laid off shall be given twenty *20* (20) working days' prior notice of the lay-off, unless the lay-off is brought about by reasons beyond the control of the Board.

D.3.4 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

D.4.0

COMPLAINTS AND/OR
DISCIPLINARY NOTICES

D.4.1

If a written complaint about the conduct of an employee is received by any person who discharges management functions on behalf of the Board and this written complaint is placed in the file of the employee for future reference on disciplinary matters, then the employee concerned shall receive a copy of the written complaint.

D.4.2.1

In the event that the Board imposes any form of disciplinary action on an employee or gives a written reprimand to an employee which is recorded and placed in the employee's personnel file, then the employee shall receive **a copy** of the written record, and shall acknowledge, in writing, without necessarily agreeing to its contents, receipt of such record. Such material referenced in Articles D.4.1 and D.4.2.1 shall be kept on file for thirty-six (36) months.

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D.4.2.2 The Board shall provide the Recording Secretary of the Local Union a copy of any disciplinary notice given to an employee.

D.4.3.1 If the Board requires an employee to present himself to a supervisor for the purpose of giving him:

(i) a warning of possible suspension or possible discharge or

(ii) a suspension or discharge or

(iii) a letter of discipline or a written reprimand,

the employee may request a local union steward be present.

D.4.3.2 In applying D.4.3.1, the supervisor shall advise the employee that he may request a union steward to be present.

D.4.3.3 If the employee requests a steward the Board shall notify the nearest available steward.

D.5.0

NO DISCRIMINATION

D.5.1

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The Board and the Union agree that there shall be no discrimination against any employee by reason of race, creed, colour, national origin, age, sex, **sexual orientation**, marital **status**, place of residence, political or religious affiliations or beliefs or union membership or non-union membership.

D.6.0

CONTRACTING OUT

D.6.1

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While it is recognized that the Board has the right to contract out, the right of the Board to exercise contracting out shall only be recognized if, as a result of contracting out, there is — reduction in the total number of caretakers or the total number of maintenance personnel.

- D.6.2. During the term of this Collective Agreement the Board will not enter into any contracts with contractors for the performance of caretaking services in any of its present and future schools and buildings operated by the Board.

PART E MISCELLANEOUS

E.1.0 COPIES OF THE COLLECTIVE AGREEMENT

- E.1.1 The Board and the Union agree to jointly share the cost of printing sufficient copies of this Collective Agreement for distribution to all employees.

E.2.0 LETTERS OF INTENT

- E.2.1 *Any* alleged violation of the Letters of Intent pursuant to this Collective Agreement may be the subject of grievance and arbitration articles of this Collective Agreement.

LETTER OF INTENT # 1

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If, during the term of this Collective Agreement, the Board introduces technological change, such change shall be implemented only after consultation with the Union. Any employee affected by this change shall be considered for retraining or relocation prior to lay-off.

LETTER OF INTENT # 2

The Board undertakes for the term of this Collective Agreement to forward to the Secretary of the Union copies of staff appointment forms with respect to new hires, change of rate (promotions), change of work location (transfers), including transfers for qualifying time for stationary engineers. The above procedure will not include temporary transfers for a period of less than 30 days. Any extensions for temporary transfers will be agreed to by the President of the Local and the Superintendent of the Plant or designate.

LETTER OF INTENT # 3

It is understood by the parties to this Collective Agreement that there will be a Joint Occupational Health and Safety Committee of the Board and the Non-Teaching Employees.

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