

**COLLECTIVE AGREEMENT**

between

**THE DURHAM DISTRICT SCHOOL BOARD**  
(hereinafter referred to as "The Board")

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and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL NO. 218**  
**(CUSTODIAL)**  
(hereinafter referred to as "The Union")



**APRIL 1, 2006 - MARCH 31, 2009**

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COLLECTIVE AGREEMENT

between

THE DURHAM DISTRICT SCHOOL BOARD  
(hereinafter termed "the Board")

of the FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL NO. 218  
CUSTODIAL  
(hereinafter termed "the Union")

of the SECOND PART

ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and its employees; to provide a mechanism for the prompt and equitable disposition of grievances; and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

The Board, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all employees of the Board engaged in caretaking and maintenance and those employees of the Board required to be engaged as stores employees, cafeteria staff and security monitors; save and except supervisors, those above the rank of supervisors, school teachers, office staff, students employed for the school vacation period, and those employees covered by subsisting Collective Agreements.

The Collective Agreement specifically covers only those employees in classifications as set out in Schedule "A" or in classifications which may be created in accordance with this Agreement.

### ARTICLE 3 • RESERVATION OF MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Board, among others, and subject to the provisions of this Agreement, to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, discharge, direct, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause (subject to a lesser standard for probationary employees pursuant to article 13.05), may be subject to a grievance and dealt with as hereinafter provided: and
- (c) administer and manage all the affairs of the Board.

### ARTICLE 4 • NO DISCRIMINATION

The Board and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, colour, political or religious affiliation, or by reason of membership or non-membership in the Union.

### ARTICLE 5 • UNION SECURITY

It is agreed by the parties hereto that all employees eligible to be in the Union and who have completed one (1) month employment will be required to pay to the Union an amount equal to the current monthly union dues, whether a member or not, as long as the Union is the recognized bargaining agent.

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

- 6.01** The Board agrees to deduct from the wages of each employee, as defined in Article 5 above, a sum equal to the current monthly union dues, and remit monies so deducted to the Treasurer of the Union not later than the last day of the month accompanied by a list of all employees from whose wages the deductions were made. The Union agrees to keep the Board informed as to the name and address of the official so designated by the Union. The Union also agrees to provide the Board with thirty (30) calendar days notice of any change in the amount of the dues to be deducted.
- 6.02** The Board will notify the Treasurer of the names and addresses of new dues-paying employees. The Board agrees to list the annual amount of Union dues paid on all T-4 slips when issued.

## ARTICLE 7 - BOARD/UNION RELATIONS

### **7.01** Correspondence

All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Education/Employee Relations and the President of the Local Union and the Unit Chairperson. Copies shall normally be sent to the Unit Chairperson, the Superintendent of Education/Facilities Services, the Manager of Employee Relations/Labour & Legal and the Recording Secretary of the Local Union.

### **7.02** Labour/Management Committee

(a) At the request of either the Union or the Board, up to five (5) representatives of each of the parties will meet during the term of the Collective Agreement to discuss issues related to the workplace which are not the subject of a grievance and which are not being dealt with in collective bargaining. The frequency of the meetings will be determined by the parties, but will not be less than once every two (2) months. The Board and the Union shall alternate the role of Chair. Prior to the scheduled meeting both parties shall provide agenda items to the Chair, who shall distribute the agenda five (5) days in advance of the meeting. If no agenda is distributed as required, the meeting shall be cancelled.

(b) A recording secretary shall be appointed by the committee. The recording secretary shall keep minutes of each meeting, and these shall be submitted to committee members within ten (10) days of each meeting. The minutes shall be accepted at the next meeting.

(c) The President of Local 218 is entitled to attend all meetings of the Labour/Management Committee, as well as other meetings between the Board and any committee of the Union.

**7.03** The Board agrees to notify the Union within a reasonable time of changes to part-time positions that result in increases or decreases in an employee's number of regularly assigned hours.

### **7.04** Copying of Collective Agreement

The Board shall provide to CUPE Local 218, at Union expense, a copy of the Collective Agreement for each employee in the bargaining unit, including a copy for each new permanent employee, which will be given to the employee at time of hire.

## ARTICLE 8 - COMPLAINT AND GRIEVANCE PROCEDURE

**8.01** Complaints and grievances in matters pertaining to the interpretation or application of this Agreement shall be discussed and adjusted by the Board's designated representative(s) and the Union Committee.

**8.02** If an employee has any complaint or grievance to take up with the Board, such complaint or grievance shall be heard in the following manner as set out in Section **8.03**.



**ARTICLE 8 - COMPLAINT AND GRIEVANCE      EI      (cont'd)**

**8.03      (a)      Informal Step**

Prior to filing a personal grievance, on a matter that is other than disciplinary, as hereinafter provided, an employee shall normally attempt, by informal discussion with **his/her** immediate supervisor, to resolve any matter which could be the subject of a grievance. In this discussion, the employee may be accompanied by a Union Steward, and the immediate supervisor may be assisted by the appropriate unit Manager. This discussion must take place not later than five (5) working days following the date of the incident giving rise to the potential grievance. The Employer's response must be made not later than three (3) working days following the discussion.

Any matter not settled at this stage may become the subject of a grievance and be dealt with as follows.

**(b)      Step 1**

The grievance of the employee shall be stated in writing on a standard form supplied in triplicate by the Union which shall be completed as indicated on the form and signed by the employee and the steward. The form will then be presented to the Superintendent of **Education/Facilities Services**, or designate, who will state and return a written decision within seven (7) days to the Unit Chairperson and the President of **CUPE Local 218**.

**(c)      Step 2**

If the decision of the Superintendent of **Education/Facilities Services**, or designate, is not satisfactory to the employee concerned, the grievance may be advanced to the Superintendent of **Education/Employee Relations**, or designate (copy to the Superintendent of **Education/Facilities Services**), and the Superintendent or designate shall arrange a Step 2 meeting. The Superintendent or designate shall notify the Union within four (4) working days of proposed date(s) for the meeting, which shall be scheduled on a mutually agreeable date.

It is understood and agreed by the parties hereto that the following people will attend Step 2 grievance meetings on behalf of the Union;

- **CUPE National Representative** (if requested to be there);
- **Local 218 President**;
- **Chairperson of the Committee** or designate;
- **Committee Member/Steward**;
- the **grievor** if he or she so wishes and is able.

It is also understood that Board representation at Step 2 meetings will not exceed five (5) persons.

- (d)** The Superintendent of **Education/Employee Relations**, or designate, shall give a decision in writing to the Local President, copy to the Chairperson, within seven (7) days after the close of the meeting. If the Board's decision at this stage is unsatisfactory to the Union Committee, then the grievance may be referred to arbitration as hereinafter provided.

ARTICLE 8 - COMPLAINT AND GRIEVANCE PROCEDURE (cont'd)

- 8.03** (e) It is mutually agreed that no grievance shall be considered, the alleged circumstances of which originated or occurred ten (10) days prior to its original presentation, except in the case of grievances regarding wages which shall have a time limit of thirty (30) days from date of receipt of acknowledgement of earned wages.
- (f) The Board agrees to recompense stewards at their current hourly base rate for a reasonable amount of time spent in dealing with grievances. This is to apply to time spent in dealing with complaints or grievances during the employee's regular working hours and further includes time spent on grievances after they have reached the arbitration stage.
- If, in the opinion of the supervisor, an unreasonable amount of time is being spent in dealing with a grievance, payment may be withheld.
- (g) The Board agrees to allow a grievor with an individual grievance to take an unpaid leave of absence for one-half day (½ day) prior to a scheduled and confirmed first date of an arbitration hearing into the employee's Individual Grievance, as long as the Manager of Custodial Services, the Manager of Maintenance Services or the Manager of Purchasing, whichever is applicable, receives a request in writing from the Union a minimum of five (5) days in advance of the requested leave, with a copy to the Manager of Employee Relations/Services. The employee will be paid his or her salary by the Board, which will be reimbursed in full by the Union in a timely manner.
- (h) Any of the times mentioned in the grievance or arbitration proceedings may be extended by mutual agreement.
- (i) It is agreed by the parties that any grievance not processed from one step to the other or to arbitration within ten (10) days of the prior answer shall be deemed to have been dropped by the party instituting the grievance.
- 8.04** Where a dispute arises involving a question of general application or general interpretation of the terms of the Collective Agreement, a policy grievance may be filed by the Union commencing with Section 8.03 (b).
- 8.05** Where a resolution to a grievance is reached by the parties, the resolution shall not in itself become the basis for any subsequent grievance.

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## ARTICLE 9 - ARBITRATION

### 9.01 Arbitration

Should the grievance be unresolved following receipt of the answer at Step 2, or should such answer not be given within the required time, either the Bargaining Unit or the Board may submit the grievance to arbitration. The referral to arbitration must be in writing and received by the other party no later than fourteen (14) calendar days after the expiry of the Step 2 time limit.

When either party requests that a grievance be submitted to a single arbitrator, the written referral to arbitration shall include the names of three arbitrators. Within seven (7) calendar days following receipt of the referral, the other party shall respond in writing, agreeing to one of the named arbitrators, or with a list of three alternative suggestions. If the responding party does not agree to one of the three, the parties may exchange further names until agreement is reached, or at any time after the initial exchange of lists, if agreement is not reached, either party may refer the matter to the Minister of Labour for appointment of an arbitrator whose name has not appeared in the exchanges between the parties under this provision.

- 9.02**
- (a) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration [see 8.03 (d)] shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.
  - (b) The two nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. The Chair may be a person from the agreed list [see 9.01], although that is not required. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.
  - (c) The provisions of Article 10 and 11.03 related to a single arbitrator shall similarly apply to a Board of Arbitration.
  - (d) Each party shall bear the full cost of its own nominee, including all fees and expenses.

- 9.03** It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, or administration of this Agreement, which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as defined herein, and in accordance with the Ontario Labour Relations Act.

**ARTICLE 10 - LIMITATIONS UPON ARBITRATOR**

- 10.01** An arbitrator shall not be authorized to alter, modify, amend or add to any part of this Agreement.
- 10.02** No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless requested to do so with the agreement of both parties.
- 10.03** Each party shall be responsible for an equal share of the fee and expenses of the Arbitrator.
- 10.04** At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties, or the Arbitrator, to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 11 - DISCIPLINE/DISCHARGE CASES**

- 11.01** When an employee is called to a meeting with the Superintendent of **Education/Facilities** Services or designate for the purpose of imposing discipline, the Union will be informed of such meeting before it is held and may have a representative present. Where possible, the Union shall be notified through the Union steward for the area, and that steward will be the representative present at the meeting.
- 11.02** An employee claiming to have been discharged without just cause may lodge a grievance if a written statement of such grievance is lodged with the Board's Grievance Committee, or its appointees, within two (2) working days of discharge. Such grievance shall be lodged commencing with Section 8.03 (c).
- An additional two (2) working days [four (4) days in total] shall be granted where an employee has been unable to get in touch with the steward.
- 11.03** Such special grievance may be settled by confirming the Board's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or an arbitrator if the matter is submitted to arbitration.
- 11.04** The discharged employee shall be given an opportunity to meet privately with a Union steward at a time and place designated by the immediate supervisor before the employee is required to leave the premises.

## **ARTICLE 12 - BOARD GRIEVANCES**

It is understood that the Board may bring forward at any meeting with the Union Committee any complaint or grievance. Such Board grievance shall be regarded as being filed at Step 2, with the grieving and responding roles appropriately reversed. If such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as provided above.

## **ARTICLE 13 - SENIORITY**

The following measurements and calculations for seniority will apply where seniority is specifically referred to in the Collective Agreement. Seniority as a measurement shall not be applied in respect to vacation entitlements or Retirement Gratuity entitlements.

- 13.01** Newly-hired employees shall be on probation for a period of six (6) months. All employees, who have completed their probationary period, shall have their names placed on the seniority list based on the employee's actual last date of hire in the bargaining unit or the date as calculated in the following paragraph.

Where an employee who has previously worked as a temporary fill-in is hired for a position in the regular complement of staff, **up** to three (3) months of such fill-in work, counting only those periods in excess of four (4) weeks duration worked during the immediately preceding twelve (12) months, shall be credited towards the six (6) months normal probationary period. In these instances, the employee's seniority shall be calculated to include the credit for fill-in work, up to three (3) months.

- 13.02** Seniority shall continue to accrue during leaves of absence as follows:
- (a) Long-Term Disability - for a maximum of one (1) year.
  - (b) Pregnancy / Parental Leave - During a pregnancy or parental leave pursuant to the Employment Standards Act
  - (c) Any other approved leave of absence - up to a maximum of three (3) months.

Both full-time and part-time employment shall be included in calculations of any one individual's seniority. If the individual's name is included in a **part-time** listing, any previous continuous full-time employment shall be equated to equivalent part-time employment. Conversely, part-time employment shall be equated to full-time equivalent employment for those whose names are included on a full-time listing.

- 13.03** Seniority lists will be made available to each workplace by January 31 each year. The lists will indicate seniority as of December 31 in each of the following classifications: Custodians, Maintenance, Cafeteria, Cleaners, Security Monitors and Stores. These lists will include the name of each employee, their occupation, and their **seniority** as determined under Section 13.01.

ARTICLE 13 - SENIORITY - (cont'd)

- 13.04** An application from a person who is employed on a temporary basis in bargaining unit position (such as for summer help or snow-shovelling, etc.) shall be the first to be considered in the event a full-time job becomes vacant, other than jobs which are required to be posted under Article **31**.
- 13.05** All employees, including probationary employees, have recourse to the grievance procedure if disciplined or discharged. However, the standard for discharging a probationary employee will be a lesser standard than for those employees who have successfully completed the probationary period. Probationary employees may be discharged for unsuitability and/or unsatisfactory performance.
- 13.06** Temporary employees may be hired by the Board for a period of up to six (6) months for relief work or during peak periods, or for a period of up to twelve (12) months to replace an employee absent on a Pregnancy Leave and/or Parental Leave, and during these periods they will not be subject to the terms of this Agreement except as to the wage rate and the **check-off** provision as provided for in Section **6.01**. Temporary employees shall receive vacation pay of **4%** of gross earnings excluding the vacation pay, for each pay period, payable on the regular pay cheque applicable to that period. It is understood, however, that employees on lay-off, and in all cases having the required qualifications and experience for the job, will be recalled before any new temporary employees are hired under this section. The periods noted above may be extended by mutual agreement. The Union shall be advised of temporary appointments under this section.

It is also understood that no regular employees will be laid off as long as temporary employees are employed by the Board in the same occupational classification.

- 13.07** Seniority on Transfer for Accommodation Purposes  
The parties hereto agree that an employee transferring from one C.U.P.E. bargaining unit to another under "**Duty to Accommodate**" shall carry with her or him full credit for seniority and service earned while in the former C.U.P.E. bargaining unit(s). The Board will consult with the Local President and the bargaining unit committee regarding permanent placements within that bargaining unit under "**Duty to Accommodate**".

**ARTICLE 14 - LOSS OF SENIORITY**

**14.01** Seniority rights (and an employee's employment) shall be terminated if the employee:

- (a) leaves the employ of the Board (subject to the paragraphs as set out below);

An employee who resigns verbally may rescind his or her resignation only if the employee rescinds in writing to his or her immediate supervisor within **48** hours or reports in person to the Facilities Services office prior to the commencement of his or her next scheduled working day, whichever first occurs.

Where an employee resigns in writing, he or she may rescind the resignation only by delivering a request for rescission, in writing, to his or her immediate supervisor within a maximum ~~of~~ three (3) working days following the date the resignation was delivered.

- (b) is discharged and such discharge is not reversed through the grievance procedure;
- (c) is laid off continuously for a period of more than eighteen (18) months;
- (d) fails to return to work from lay-off within seven (7) calendar days after being notified by registered mail or private courier to do so;
- (e) ~~is~~ absent for more than three (3) working days without notifying the supervisor or without securing a prior leave of absence. In regard to part-time personnel, a "working day" will be defined as a day on which the employee ~~is~~ regularly scheduled to work.

**ARTICLE 15 - LAY-OFF AND RECALL**

**15.01** Employees shall be laid off in order of seniority (with the junior employee to be laid off first) in accordance with their occupational classification provided that it does not prevent the Board from maintaining a working force of employees who have the ability to perform the requirements of the job.

However, where an employee is about to be laid off from a classification and such employee holds more seniority than the most junior employee in another classification and is capable ~~of~~ doing the most junior employee's work, the employee originally displaced shall take the most junior employee's job and the most junior employee shall be laid off.

**15.02** When recalling employees who have been laid off, the recall will be made in reverse order ~~of~~ seniority, provided an employee who is in line to be recalled can do the work available.

**15.03** ~~Unless~~ legislation requires a greater period of notice, the Employer shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective date of lay-off.

ARTICLE 15 - LAY-OFF AND RECALL (cont'd)**15.04** Reduction in Number of Classrooms

Where a Chief Custodian is reduced one or more categories through a decrease in the number of classrooms, including portables, the Chief Custodian may bump a junior employee in that category.

**15.05** Redeployment Committee

In all situations involving lay-offs of members of the bargaining unit, the Board will discuss the circumstances related to the lay-off with the Union at a meeting of the **Labour/Management** Committee. In such circumstances, the consultation at the **Labour/Management** Committee shall take place not less than **thirty (30)** calendar days in advance of the proposed effective date of the lay-off.

When the **Labour/Management** Committee convenes to discuss lay-offs, its composition may be augmented to a maximum of up to seven (7) representatives for each of the Employer and Union teams. The meeting shall be held during normal working hours and the time spent attending such **meeting(s)** will be considered work time for which all participants shall be entitled to regular pay. When reviewing the lay-offs, the **Labour/Management** Committee shall conduct itself in its normal fashion with regard to chairing the meetings, preparation of agendas, minutes, etc. The Committee will have at its disposal such staffing, work organization and financial information as is relevant to the proposed lay-off.

As part of its review, the Committee may identify, propose and discuss possible alternatives to lay-offs which might include, but are not necessarily **limited** to, the contracting in of work and potential re-organizations. The Committee may also identify and discuss existing vacant positions and/or positions which are expected to become vacant within the ensuing twelve (12) months, as well as opportunities for worker retraining where positions may be available and retraining is cost effective.

It is also understood that, in its role of reviewing lay-offs, the committee through its representatives may exercise a discretion to waive job **postings** in appropriate circumstances.

Persons who are normally employed on a less than twelve (12) month basis are not to be regarded as laid off, for the purposes of this paragraph (**15.04**), during the period of the year when they are not required to be at work.



## ARTICLE 16 - SENIORITY APPLIED TO PROMOTIONS AND TRANSFERS

- 16.01** A promotion shall mean a transfer to a higher paid job. In the event a permanent employee moves to a different classification on a permanent basis, the employee shall retain all previous occupational seniority in the former group for a period of thirty (30) days, after which the entire seniority shall be transferred to the new group.
- 16.02** In the case of a voluntary transfer, the rate of pay will be increased or decreased according to the prevailing contract rate of the position to which the employee is transferred.
- 16.03** When an employee relieves another employee in a position of higher rating and continues in such position for a period of four (4) days or more, the employee shall receive the higher rate for the full period worked in such position. On return to the former occupation, the employee shall be paid the rate for that occupation. This provision will not apply during the summer (July & August), Christmas and March breaks, or where there are two (2) Chief Custodians in a school and coverage can be assigned to the remaining Chief. If both are absent for any reason, only one acting Chief relief may be assigned.

## ARTICLE 17 - NORMAL RETIREMENT AGE

Employees shall be permitted to retire early with actuarial reduction if called for, at an age below sixty-five (65), as the Ontario Municipal **Employees'** Retirement System may stipulate.

## ARTICLE 18 - TRANSFER TO SUPERVISORY POSITIONS

- 18.01** The selection or appointment of employees for supervisory positions or for any position not subject to this Agreement is not governed by this Agreement, but if an employee is, or has been transferred, and later is transferred back to a position which is governed by this Collective Agreement, then the seniority which shall be credited to the employee shall be the amount held at time of transfer to the excluded position plus a maximum of one year.
- 18.02** Employees who have always been excluded from the bargaining unit and at some time are transferred to a position within the bargaining unit shall be given seniority dating only from the date of transfer to the bargaining unit.

ARTICLE 19 - UNION COMMITTEE

- 19.01** The Board acknowledges the right of the Union to elect or otherwise appoint a body to be composed of fourteen (14) employees who shall be known as stewards. The Board will recognize and bargain with a regularly elected Committee of five (5) selected from the fourteen (14) stewards to be known as the Negotiating and Grievance Committee. This committee will deal with any matters properly arising from time to time under the terms of and during the continuation of this Agreement. Any steward may act as an alternate in the absence of one of the five (5) Negotiating and Grievance Committee members. One of the five (5) Negotiating and Grievance Committee members will be the representative present at any formal grievance meetings.
- 19.02** Each of the fourteen (14) stewards will represent a defined area of the Board's operation. The area in which each steward will operate shall be communicated to the Board in writing by the Union.
- 19.03** The Union recognizes and agrees that the stewards, as set out in Section 19.01 have regular duties to perform in connection with their employment, and therefore, the business of administering this Agreement will be attended to with the least possible interference with their regular duties.
- 19.04** Absence from Regular Duties for Bargaining Unit Business  
A steward/committee member will obtain permission from his or her immediate supervisor, or the applicable Manager if unable to contact the supervisor, before leaving regular duties and will give a reasonable explanation as to the length of time spent in the performance of Bargaining Unit duties. Such permission shall not be unreasonably withheld.
- 19.05** It is agreed that stewards shall be recompensed at their current hourly base rate for time spent in negotiations during working hours up to and including the Conciliation Officer stage.
- 19.06** The Union agrees to supply the Board with the names of the members of each committee and to keep such lists up to date at all times.
- 19.07** It is mutually agreed that employees shall not be eligible to serve as stewards or as members of any committee established under this Agreement until they have had six (6) months' service with the Board.

## ARTICLE 20 - LEAVES OF ABSENCE

### **20.01** Pre-Planned Leave of Absence Without Pay for Union Business

A Union member elected or appointed to Local Union Office will be granted an unpaid leave for purposes of performing Union business on behalf of the Local and/or Bargaining Unit, where the Manager of Custodial Services, Manager of Maintenance Services or the Manager of Purchasing, whichever is applicable, has received and approved a written request from the Union at least five (5) business days in advance of the requested time off, on the following terms and conditions:

- (a) A Union member on leave of absence without pay to perform Union business in the capacity of Secretary Treasurer on behalf of the local will receive his or her regular hourly wage and benefits for such period of absence and the employer shall bill and be reimbursed all wages and benefit costs in a timely manner by the Treasurer of the Local. The Secretary Treasurer of the Local shall be granted a leave of absence without pay on the second and fourth Tuesday of each month.
- (b) The Unit Chairperson of the Bargaining Unit will be granted a leave of absence without pay every other Tuesday to deal with any union business on behalf of the Bargaining Unit. These days are to be used at the Union's discretion. For the purpose of attending a Union Provincial or National Convention or meeting a leave of absence up to a maximum of ten (10) consecutive days to attend will be granted.
- (c) No more than two (2) stewards/committee members of the Bargaining Unit will be granted an unpaid leave of absence for union business on behalf of the Bargaining Unit at any one time, except for purposes of a Union provincial or national convention or meeting, in which case up to four (4) committee members will be approved for leave up to a maximum of ten (10) consecutive days each to attend.

**20.02** The Board may grant a leave of absence, without pay or without loss of present seniority or occupational classification to any employee requesting such leave, for a good and sufficient cause, which may include compassionate grounds.

**20.03** The Board will grant a leave of absence for up to two (2) years to any employee who requests such a leave by reason of election or appointment as an officer of the Union. Such leave shall be without pay and without loss of seniority or occupational classification. Requests for further leaves will be considered on a case-by-case basis.

- 20.04**
- (a) For employees requiring a leave of absence for the purpose of filling a political office, the Board agrees to grant a leave of absence, without loss of seniority held at time of leave plus three (3) months and without pay, for a period not to exceed the term of office or four (4) years, whichever is less.
  - (b) Such leave must be requested in writing at least one (1) month prior to the commencement of such leave. Upon return the employee shall be placed on such work as the employee is fully capable of performing and to which the employee is entitled by reason of seniority.

ARTICLE 20 - LEAVES OF ABSENCE (cont'd)

- 20.05** Applications for leave of absence, without pay, shall be submitted to the employee's supervisor/manager at least two (2) weeks prior to the commencement of such leave, except for leave as noted under Section 20.01 or other extenuating circumstances. An answer to an application will normally be given in writing within seven (7) calendar days.
- 20.06** The employee may only accumulate further seniority during the first three (3) months of a granted leave of absence.
- 20.07** When an employee is summoned for jury duty or subpoenaed by the Crown, the Board agrees to compensate the employee for the difference between the pay the employee would have received while working and the fee received from the Court. The Board will continue to pay the employee his or her wages, and the employee will remit to the Board the fee received from the Court. Employees are to report back to work when they are not required to serve or give evidence, and where there is still time left in the regular work day. An employee chosen for jury duty must notify the Superintendent of Education/Facilities Services or designate immediately.
- 20.08** Salary for time lost due to compulsory quarantine shall be paid to employees when certified by the local Medical Officer of Health and is not chargeable to sick leave.

Notwithstanding the foregoing, an employee who is temporarily prohibited by her or his physician from entering a particular area or building due to the presence or suspected presence of an organism or illness of a temporary nature shall so notify the Manager of Employee Relations/Services, and may be re-assigned as necessary during the period of prohibition. The employee shall be responsible for providing the Board with a medical certificate stating the reason for the prohibition, the nature of and reason for the concern, and the time period for which re-assignment may be necessary.

- 20.09** (a) Pregnancy Leave  
Upon written request, pregnancy leave, without pay, shall be granted in accordance with the Employment Standards Act, to an employee who has worked for the Board for at least thirteen (13) weeks. Where possible, the employee must give the Board at least two (2) weeks written notice of the date the leave is to begin, along with a certificate from a legally qualified medical practitioner stating the expected birth date. The pregnancy leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of return to work. In any event, a pregnancy leave shall commence no later than the earlier of the employee's due date or the date the child is born.

- (b) Parental Leave  
Upon written request, parental leave, without pay, shall be granted in accordance with the Employment Standards Act to an employee who has worked for the Board for at least thirteen (13) weeks. The parental leave may end earlier than planned if the employee gives the Board four (4) weeks written notice before the desired date of the return to work.

ARTICLE 20 - LEAVES OF ABSENCES (cont'd)

- (c) Provisions Applicable to Both Pregnancy and Parental Leave
- (i) Seniority shall continue to accrue during a pregnancy or parental leave in accordance with the Employment Standards Act, up to a total maximum period of one (1) year.
  - (ii) During pregnancy or parental leave, the Board shall continue to make its contributions for the benefit plans provided under Article 38 unless the employee indicates in writing that he/she does not intend to pay his or her contributions or fails to make such contributions by way of post-dated cheques provided to the Board at the commencement of the leave.
  - (iii) Where a pregnancy or parental leave is granted under the provisions of the Employment Standards Act, the employee shall return to the job vacated at the commencement of the leave.
  - (iv) Sick leave and vacation entitlement shall continue to accumulate in the normal fashion during pregnancy and parental leave.
  - (v) Sick pay shall not be payable during the leave.

**20.10** Supplemental Unemployment Benefits (S.U.B.) Plan

It is understood by both parties to this Agreement that the S.U.B. Plan set out herein is based upon and is subject to Employment Insurance (E.I.) Regulations and Procedures. In the event of amendment to those E.I. Regulations and Procedures, these S.U.B. provisions will be reopened and renegotiated by the parties, as required, to ensure ongoing acceptance by E.I. authorities.

1. The object of this S.U.B. Plan is to supplement the E.I. benefits from the Canada Employment and Immigration Commission for temporary unemployment caused by pregnancy leave or parental leave for the purpose of adoption.
2. This Plan covers the employees covered by the Collective Agreement between C.U.P.E., Local 218 (Custodial) and the Durham District School Board.
3. The other requirements for receipt of S.U.B. are:
  - (a) the employee must be eligible to receive E.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission.
  - (b) an application for S.U.B. must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the E.I. claim (in the form of his/her E.I. benefit stub and/or by obtaining a computer report from the Commission) indicating the weekly amount to be paid by the Canada Employment and Immigration Commission.

ARTICLE 20 - LEAVES OF ABSENCE (cont'd)

- (c) the employee shall sign an agreement with the Board indicating:
  - (i) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board after returning from the employee's pregnancy leave or adoption leave (and any subsequent additional leave granted by the Board under the terms of the Collective Agreement) for a minimum period of three (3) months.
  - (ii) that should the employee not comply with (i) above the employee shall reimburse the Board any monies paid to the employee under this S.U.B. Plan.
- 4. An employee must have applied for and be in receipt of E.I. benefits in order to receive payments under this S.U.B. Plan.
- 5. An employee disentitled or disqualified from receiving E.I. benefits shall not be eligible for a S.U.B. A S.U.B. payment shall be made only when it has been verified that the employee has applied for and is in receipt of E.I. benefits.
- 6. An employee shall not have the right to a S.U.B. payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
- 7. Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this Plan.
- 8. The benefit level paid under this Plan is set at a weekly rate equal to 90% of the employee's weekly insurable earnings as determined by the Canada Employment and Immigration Commission. It is understood that in any week the total amount of the S.U.B., E.I. gross benefits and any other earnings received by the employee shall not exceed 95% of the employee's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.
- 9. The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a S.U.B. is payable.
- 10. This Plan shall remain in effect for the term of the Collective Agreement.

ARTICLE 20 - LEAVES OF ABSENCE (cont'd)**20.11** Special Leave

An employee shall be granted leave of absence, with pay, charged to their sick leave, for periods of up to an annual maximum of two (2) days, one day per occurrence, for special or compassionate reasons, subject to the approval of the appropriate Manager, or designate where such leaves occur during a scheduled work day. For the purpose of this paragraph, year is defined as September 1 to August 31.

Special Leaves are:

1. to attend the graduation exercise of the employee, spouse or child from a recognized course of study from a secondary school, college or university;
2. to attend the birth of the employee's child;
3. to write examinations to upgrade the employee's employment qualifications;
4. to attend a funeral of a close friend.

ARTICLE 21 - VACATIONS**21.01** Vacations: Full-time Custodians and Maintenance Personnel General:

Continuous employment is measured from the date the employee is officially placed in a permanent full-time or part-time position. Employees who are appointed to permanent placements shall be so notified in writing.

- (a) Employees with less than one (1) year's continuous employment with the Board shall be allowed a vacation with pay in accordance with the Employment Standards Act, Ontario.
- (b) A full-time employee who has completed one (1) year of continuous full-time employment as of July 1st shall be allowed two (2) weeks' vacation with pay, but in any case shall receive not less than that provided under the Employment Standards Act.
- (c) A full-time employee who has completed three (3) years of continuous full-time employment as of July 1st shall be allowed three (3) weeks' vacation with pay.
- (d) A full-time employee who has completed eight (8) years of continuous full-time employment as of July 1st shall be allowed four (4) weeks' vacation with pay.
- (e) A full-time employee who has completed seventeen (17) years of continuous full-time employment as of July 1st shall be allowed five (5) weeks' vacation with pay.
- (f) A full-time employee who has completed twenty-four (24) years of continuous full-time employment as of July 1st shall be allowed six (6) weeks' vacation with pay.

ARTICLE 21 - VACATIONS (cont'd)

- (g) The Board may require vacations in excess of three (3) weeks to be taken at some time other than in July or August.
- (h) A regular employee voluntarily leaving the service at any time in the holiday year before vacation has been taken shall be paid in accordance with the following schedule:
  - (i) Those employees entitled to receive two (2) weeks' vacation or less to receive **4%** of regular salary to date of termination in current vacation year.
  - (ii) Those employees entitled to receive three (3) weeks' vacation to receive **6%** of regular salary to date of termination in current holiday year.
  - (iii) Those employees entitled to receive four (4) weeks' vacation to receive **8%** of regular salary to date of termination in current holiday year.
  - (iv) Those employees entitled to receive five (5) weeks' vacation to receive **10%** of regular salary to date of termination in current holiday year.
  - (v) Those employees entitled to receive six (6) weeks' vacation to receive **12%** of regular salary to date of termination in current holiday year.

**21.02** Vacations: General

- (a) All annual vacations provided for in this Agreement shall, as a general rule, be taken during July and August in any year unless the Board permits otherwise. Vacation entitlement will be calculated as of July 1st of each year.
- (b) The Employer shall circulate the vacation entitlement list by April 15. Employees shall sign up for their vacation requests by April 30 in order that the Board can endeavour to resolve conflicts prior to posting of the approved list by May 22. In the event of conflict in vacation times, the employee with the greatest seniority shall be given preference.
- (c) An employee who fails to sign up by April 30 shall have his or her request considered on the basis of priority by date of request, but may not displace another employee whose request has already been approved. Requests received after April 30 but before May 22 will be responded to within **10** working days of May 22. Requests received after May 22 will be responded to within **10** working days of receipt of the request.
- (d) An employee's vacation period must be taken in blocks of one or more weeks within the following vacation year except with respect to individual days occurring as a result of a paid holiday falling within the vacation period. Notwithstanding the foregoing, employees with three (3) or more weeks of vacation entitlement will be permitted to take up to five vacation days a year as individual days, subject to operational and scheduling needs. Further, it is understood that an employee's vacation may start on any day of the week.



ARTICLE 21 - VACATIONS (cont'd)

- (e) All employees who report to the Manager of Custodial Services or the Manager of Purchasing or designate, shall, as a general rule, schedule and take their vacation during July and August in any year. However, an employee entitled to three (3) or more weeks' annual vacation may, with the prior approval of the Manager, take one ~~(b)~~ more weeks of the additional vacation at a time other than July or August. Vacation taken at a time other than July or August may be taken in one ~~(b)~~ week blocks, but not consecutive blocks, unless taken in conjunction with the Christmas or March school break, in which case an employee may schedule two (2) consecutive weeks including the school break.
- (f) All employees who report to the Manager of Maintenance Services or designate may take up to four (4) weeks of their annual vacation during July and August.
- (g) In the event a paid holiday falls within an employee's regular vacation period, the employee shall be granted a day off with pay in addition to regular vacation time.

**21.03** Unscheduled Leave

Where an employee is granted an unscheduled leave for illness, bereavement or any other purpose and such leave commences immediately prior to the commencement of the employee's scheduled vacation, the vacation period shall be rescheduled upon the employee's return to work after the completion of the unscheduled leave.

- 21.04** If an employee becomes hospitalized during a vacation period, as a result of accident or illness, or suffers a qualifying bereavement under paragraph 29.01, the days involved shall not be counted as vacation time provided that the employee submits appropriate proof of such bereavement, or a medical certificate in the case of hospitalization. In the latter instance, sick days will be charged if available. Vacation days displaced as a result of hospitalization or qualifying bereavement shall be credited back to the employee. Subject to scheduling, operational needs, and with the approval of the supervisor, the vacation period may be appropriately extended, or the vacation days may be rescheduled at a later date in accordance with the provisions of this Article.

**21.05** Pro-Rating of Vacation Time and Payment

Where an employee is absent without pay, including while on LTD or being paid directly by WSIB, or has exhausted all sick leave benefits during the vacation year, the vacation time and pay owing to the employee, subject to WSIA requirements, shall be calculated based on the applicable percentage [per article 21.01(h)] of regular salary divided by the employee's regular daily earnings.

**ARTICLE 22 - PAID HOLIDAYS**

**22.01** The Board agrees to pay each full-time employee a sum equivalent to the employee's current daily rate of pay (or part thereof in the case of a half-day holiday) for the following holidays:

New Year's Day	Labour Day
Heritage Day (if declared by Federal Government)	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Half day prior to Christmas
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday (August)	Half day prior to New Year's Day

Should the Federal or Provincial government enact legislation proclaiming any additional statutory holiday(s), it shall be recognized in this Collective Agreement in accordance with legislated requirements.

**22.02** In order to qualify for the above paid holidays, the employee must be at work for his/her normal complete shift prior to and following the day of the holiday.

The only exception to the above will be for leave of absence granted in writing or proven illness either the day before or the day after the holiday.

**22.03** Where a holiday falls on a Saturday or a Sunday, employees will be granted a day's pay or a day off with pay in lieu of the holiday.

**22.04** Employees required to work on any of the above noted holidays shall be paid at the rate of double time for actual hours worked in addition to holiday pay.

**22.05** To be eligible for a paid holiday an employee must have completed three (3) months as a probationary employee employed to fill a permanent vacancy including time credited under Article 13.03 to a maximum of three (3) months.

**22.06** Should schools remain open on Remembrance Day, the Board and the Union shall agree upon a "Floating Holiday" to be taken at another time in lieu of Remembrance Day.

**22.07** If Heritage Day is not declared by the Federal Government as a National Holiday, the Board and the union shall agree upon a "Floating Holiday" to be taken at another time in lieu of this day.

## ARTICLE 23 - VACATIONS AND HOLIDAYS - PART-TIME EMPLOYEES

**23.01** It is agreed by the parties to this Agreement that regular part-time employees shall receive a vacation and holiday allowance in an amount proportional to the amount of time normally worked by them in comparison with the normal work week in effect for custodial or maintenance staff and provided the employees meet the requirements as set out in Articles **21** and **22**. In explanation of the above, for specified holidays listed in Article **22**, the employee will be paid the regular hourly rate for the number of hours normally worked in the four (4) week period while schools are operating preceding each holiday. In the case of Civic Holiday and Labour Day, the employee shall be paid the regular hourly rate for the number of hours worked on the day before the specified holiday.

## ARTICLE 24 - TOOLS, EQUIPMENT AND CLEANING MATERIALS

**24.01** The Board will supply all tools, equipment and cleaning materials necessary to carry out the work required in maintaining the schools. Maintenance personnel are expected to furnish their personal hand tools. Provided such tools are exchanged, tools broken or worn on the job will be replaced by the Board.

## ARTICLE 25 - UNIFORMS AND SAFETY FOOTWEAR

**25.01** The Board agrees to provide uniforms under the following conditions:

For Employees in First Year of Employment:

The Board agrees to supply uniforms in stocked sizes with the employee being responsible for the cost of any alterations.

- |                |  |
|----------------|--|
| For painters   | - three (3) pairs of slacks/pants and three (3) shirts/blouses |
| For cleaners   | - one (1) smock/shirt and one (1) pair of slacks/pants         |
| For all others | - two (2) pairs of slacks/pants and three (3) blouses/shirts   |

In addition to the above, maintenance employees will be entitled to two (2) pairs of overalls, if required,

**25.02** For Employees After One (1) Year of Employment:

The Board will pay the full cost each year of one (1) pair of pants/slacks/overalls and one (1) shirt/blouse for full-time custodial or maintenance employees, and one (1) smock/blouse and one (1) pair of slacks/pants for cleaners.

An additional pair of pants/slacks shall be supplied to employees every second year, except for maintenance employees who shall be supplied the additional pair of pants/slacks each year.

**ARTICLE 25 - UNIFORMS AND SAFETY FOOTWEAR (cont'd)**

- 25.03** The Board will supply overalls to schools as required.
- 25.04** The employees will be **responsible** for the **full** cost of alterations, cleaning and maintenance of the uniforms.
- 25.05** Replacement uniforms will be supplied, as required, by October 8th of each year or as soon as possible thereafter.
- 25.06** It is understood that employees who have been issued uniforms shall wear these uniforms while on duty and that Board identification crests must not be removed from any uniforms or parts thereof supplied by the Board.
- 25.07** **Safety Footwear**  
 All bargaining unit employees, including temporary and probationary employees must wear **C.S.A.** approved safety footwear at all times while on duty. Effective **January 1, 1999**, each permanent, full-time employee who has completed the probationary period shall receive a footwear allowance per calendar year in accordance with the employee's classification as set out below. Permanent, part-time employees shall receive the allowance every second year. Payment shall be made on the first payroll in January.
- |  |                 |  |
|--|-----------------|--|
| Custodians, Chief Custodians,<br>Maintenance and Stores Employees: | <b>\$100.00</b> | (Green patch safety boots must<br>be worn) |
| All others:  | <b>\$100.00</b> | (safety shoes must be worn)                |
- 25.08** The following employee classifications are exempt from the requirement to wear uniforms and safety footwear, as well as the entitlement to uniform allotment and footwear allowance: Energy Systems Analyst and Security Monitor.

**ARTICLE 26 - FIRST AID KITS**

First aid kits shall be supplied and maintained by the Board and kept in places easily accessible to all employees.

## ARTICLE 27 - SICK PAY ALLOWANCE

- 27.01** An employee who, because of illness or injury, is unable to report for work at the regular hour must notify the Superintendent of Education/Facilities Services, or such other person as may be designated, before the regular starting time in time to get a replacement and to qualify for sick pay allowance. Employees who have been absent for more than one (1) day shall be required to call in prior to reporting for work.
- 27.02** Full-Time Custodians and Maintenance Personnel  
For absence due to personal illness, an employee shall be allowed as follows:
- (a) During the first three (3) months of employment: no allowance.
  - (b) As of July 1<sup>st</sup> each year each eligible employee shall be entitled to a credit of twenty-two (22) days for each full year (i.e. 12 months) of employment with the Board, accumulative to a maximum total of two hundred and sixty (260) days. Sick leave credit will be applied on July 1 of each year for employees actively at work on that date, or on the first working day in the year on which the employee is actively at work and is not on a work trial through the Disability Management Program. Employees hired after July 1<sup>st</sup> or leaving the employ of the Board before June 30 shall be credited with a proportion thereof. A full-time employee working less than twelve months per year shall be entitled to a sick leave credit on a pro-rata basis proportional to full months worked in a year (i. e. 10 month employee =  $10/12$  of 22 = 18 days sick leave credit).
  - (c) Whenever an employee claims sick leave, such employee may be required by the Board to provide a doctor's certificate, and for absences of three (3) days or more, an employee shall provide a doctor's certificate.
  - (d) An employee on work trial through the Disability Management Program shall not be credited with sick leave entitlement until the employee is actively at work performing his or her regular, full-time hours of work and duties.
  - (e) Where a full-time employee returns to part-time work with a part-time leave of absence, and is not on a work trial through the Disability Management Program, his or her sick leave entitlement will be calculated as though he or she is a part-time employee, calculated effective the first day on which the employee commences the part-time work.
- 27.03** A statement of an employee's accumulated sick leave shall be issued to each employee annually.
- 27.04** Where an employee has received sick benefits from the Board related to a non-occupational illness or injury, and subsequently receives a judgement or award from a third party for loss of wages relating to the same absence, the employee shall be required to pay to the Board the lesser of the amount of such award or the sick leave payments received and the Board will reinstate the appropriate number of sick leave credits to the employee.

ARTICLE 28 - SICK PAY ALLOWANCE - PART-TIME PERSONNEL**28.01** Sick Leave for Regular Part-Time Employees

For absences due to personal illness, an employee shall be allowed as follows:

- (a) During the first three (3) months of employment: no allowance.
- (b) A regular part-time employee shall be entitled to a pro rata share of the sick leave allotment of twenty-two (22) days normally available to an employee for a full year (12 months) of employment with the Board, accumulative to a maximum total of two hundred and sixty (260) days. The pro rata share shall reflect the regular part-time employee's full months of regularly scheduled employment during the year, and his or her regularly scheduled daily hours of work, both proportional to that of a full-time twelve month employee. This means a regular part-time employee scheduled to work ten full months of the year will receive a pro rata proportion of 18 part-time days sick leave. Sick leave credit will be applied on July 1<sup>st</sup> of each year for employees actively at work on that date, or on the first working day in the year on which the employee is actively at work and is not on a work trial through the Disability Management Program. Employees hired after July 1<sup>st</sup> or leaving the employ of the Board before June 30<sup>th</sup> shall be credited with a proportion thereof.
- (c) For clarification, a "day" shall mean the number of hours per week regularly scheduled for the employee, divided by five (5), e. g. a twelve month employee regularly scheduled for twenty hours a week shall be credited with 22 - 4 hour days.
- (d) Whenever an employee claims sick leave, such employee may be required by the Board to provide a doctor's certificate, and for absences of three (3) days or more, an employee shall provide a doctor's note.
- (e) An employee on work trial through the Disability Management Program shall be credited with sick leave entitlement when the employee is actively at work performing his or her regular hours of work and duties.

**28.02** A statement of an employee's accumulated sick leave shall be issued to each employee annually.

**28.03** In the event an employee is sick at a time when the employee is scheduled to work eight (8) hours, the employee may draw the number of days sick pay allowance to make up eight (8) hours pay for each day of illness.

## **ARTICLE 29 - BEREAVEMENT**

**29.01** An employee shall be allowed five (5) successive working days for leave of absence on the death of an employee's spouse, child, parent, sister or brother.

Bereavement leave for **up** to a maximum of three (3) consecutive days may be granted for the purposes of making the arrangements for or attending the funeral or a formal memorial service upon the death of an employee's step sister, step brother, mother-in-law, father-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law, grandchild and any other person normally in residence with the employee as part of the family unit.

Additional days travelling time without pay may be granted if required.

## **ARTICLE 30 - RETIREMENT GRATUITY**

**30.01** A regular full-time employee with a **minimum** of ten (10) years continuous employment or its equivalent with the Board, retiring at her **or** his normal or earlier retirement date shall be granted a gratuity based **on** the employee's sick leave reserve, years of service, and salary at retirement according to the following schedule:

<u>Years of Service</u>	<u>Maximum Gratuity</u>
<b>10</b>	<b>20%</b> of the unexpended portion <b>of</b> sick leave reserve at the salary rate on retirement date

plus **2%** for each additional year of service up to a maximum of **50%** for twenty-five (25) years or over. This gratuity will be paid in one sum at the time of retirement or in April of the year following retirement provided that, if the employee wishes the gratuity on retirement, the Board must be so advised in writing before December **31** of the preceding year.

**30.02** In the event of the death of an employee, either before or after retirement but before receiving the benefits **of** the retirement gratuity as provided under Section **30.01**, such benefits will be paid to the employee's estate.

**30.03** Any gratuity payable under this plan shall not exceed an amount equal to the retiring employee's salary or other remuneration for the six (6) month period last worked. The amount in any event shall not exceed that permitted by the Education Act.

**30.04** A retiring employee, as referred to in Section **30.01** above, is interpreted as being one who ceases to be employed by the Board on account of age or **ill** health, and is not resigning to take another position or being dismissed for cause.

**30.05** It is understood that retirement gratuity is not a severance payment, and is not payable in any instance except where an eligible employee dies, or retires having applied for, and with the intention of, taking a pension.

**ARTICLE 31 -JOB POSTING PROCEDURE AND PROMOTIONS**

**31.01** The Board agrees to post notice of vacancies occurring in the Maintenance Department and in the positions of Cleaner which are in excess of four (4) hours, Chief Custodian, Shipper/Receiver, Truck Driver, Inventory Control Clerk, and Cafeteria staff. Such vacancies shall be posted region-wide subject to the following conditions:

- (a) The original vacancy together with the two succeeding vacancies only will be posted for a period of ten (10) working days, and will normally be so posted within ten (10) working days of a known permanent vacancy.
- (b) Copies of all postings shall be sent to the Secretary of the Union.
- (c) If a successful applicant is found unsuitable within six (6) months from the date of filling the vacancy, he/she will move to whatever vacant position is available but may not move back automatically to his or her previous position. If the successful applicant elects to leave the new position or is found to be unsuitable within a two week period of having been placed in the new position, he/she shall return to the position vacated and the applicant who would have been selected next from those interviewed for the vacancy will be offered the position.
- (d) Vacancies will not be posted during the months of July and August, but the Board shall be free to arrange to have any necessary work done during that period with whatever means are at the Board's disposal.
- (e) Postings shall contain the following information: classification title, qualifications required including job knowledge, education, shift, hours of work, and applicable wage or wage range.
- (f) Permanent full-time employees shall be given preference for full-time vacancies. Permanent part-time employees shall be given preference for part-time vacancies.
- (g) Any advertised vacant posting shall be filled as expeditiously as possible where there have been internal candidates.



**ARTICLE 31 - JOB POSTING PROCEDURE AND PROMOTIONS(cont'd)**

**31.02** Applicants for posted vacancies will be considered on the basis of ability, qualifications, merit and experience with the Durham District School Board and its predecessors, and where two or more applicants are capable of performing the job and are deemed to be equal as to the above factors, seniority shall be the determining factor.

Normally, within ten (10) working days of the close of the posting date, all applicants and the Union will be notified as to the name of the successful applicant.

NOTE: In any job posting, the senior candidate will be offered the position, without an interview, in circumstances where:

- a) for that candidate, the job represents a lateral move, within the same position, and
- b) there are no outstanding employment concerns in relation to attendance history, disciplinary record or work performance.

**31.03** If no applications are received by **10:00 a.m.** on the fifth (5th) working day following the date of posting, the Board may start proceedings to secure applications from outside labour sources. This in no way shall limit the Board from hiring temporary employees to fill the vacancy while the posting is being processed.

**31.04** The Board reserves the right to hire outside help provided that in its opinion the internal applicants are not capable of performing the work required. If, in the opinion of the Union, the Board has not considered all of the relevant factors, the matter may be subject to the grievance procedure.

**31.05** It is agreed that successful applicants of the job-bidding procedure will not be permitted to re-apply for a period of one (1) year except by written permission of the Board.

**31.06** Night Shift Incumbent Preference

Night shift or afternoon shift personnel who want a day shift job shall register their request with the Custodial Services Manager indicating their interest in permanent and/or temporary day shift jobs. When a permanent day shift job is vacant, the Custodial Services Manager shall poll the list of registrants in order of seniority and give preference to registrants before new hires are made to fill the vacancy.

When a temporary job opens for a week or more, and is to be filled, the Custodial Services Manager shall poll the list of registrants in order of seniority in the municipality where the vacancy exists. When an opening is refused, the name of the registrant shall be removed from the list. The employee may re-register after three (3) months.

Be it further understood that employees within the particular school, where temporary vacancies occur, will receive preference before any transfers or hirings are considered.

**ARTICLE 31 - JOB POSTING PROCEDURE AND PROMOTIONS (cont'd)**

**31.07** Temporary Summer Chief Custodial Vacancies

When a vacancy arises because the Board decides to fill in for a Chief Custodian for a period exceeding two (2) calendar weeks during the summer months, the Board shall permit an employee in the custodial classification to transfer to fill the vacancy in preference to using a temporary employee as a replacement. Prior to each summer period, employees shall be invited to state their desire to be so considered and the Board will consult with such employees as required when a vacancy occurs. It is understood that employees within the particular school will receive preference before any transfers or hirings are considered.

**31.08** A vacancy created by the absence of an ill or disabled employee will be posted or in any event, treated as a permanent vacancy at the point in time when the absent employee first receives benefits under the Long Term Disability Plan, Workers' Compensation Disability Pension, or is receiving Workers' Compensation benefits for a period of one and one-half (1½) years, or earlier by mutual agreement between the Union and the Board.

Should the employee recover and be capable of performing the job in the classification previously held, the employee shall be entitled to fill any suitable vacancy in that classification available at the time. If a suitable vacancy is not available, the employee shall be entitled to displace the most junior employee in that classification within the geographic area, provided the employee has greater seniority.

Employees absent due to Long Term Disability shall continue to accumulate seniority for a maximum of one (1) year while on Long Term Disability.

**31.09** if an employee is absent from work through illness or injury and the parties agree that such absence will, in all probability, be in excess of six (6) months, the vacancy created by such employee's absence shall be filled in accordance with **Section 31.06** of the Collective Agreement or by hiring an employee to fill the regular complement of staff.

Upon return of the absent employee, employees affected will revert to their original positions subject to Article 15.

The foregoing is not intended to operate under or be affected by Section **31.08**.

**ARTICLE 32 - HOURS OF WORK AND OVERTIME**

**32.01** This section is not to be construed as a guarantee of hours of work per day or per week.

**32.02** The normal hours of work for full-time employees in the bargaining unit shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday inclusive.

ARTICLE 32 - HOURS OF WORK AND OVERTIME (cont'd)

- 32.03** All hours worked in excess of eight (8) hour per day or forty (40) hour per week shall be paid at the rate of time and one-half the employee's regular straight time rate of pay. Time absent by an employee due to illness, during regularly scheduled hours, or on a recognized paid holiday under Article 22, shall be counted as time worked for the purpose of calculating hours worked under this clause.
- 32.04** Any hours worked for which extra compensation is paid, such as school checks, ~~week-end~~ firing, or emergency call-backs shall not be considered as overtime hours worked.
- 32.05** When an employee is required to perform work after regular working hours for outside organizations using the facilities of the school, the employee shall be paid at the rate of time and one-half the employee's normal rate of pay, converted to an hourly rate, Monday to Saturday inclusive, and double time on Sunday. However, it is clearly understood that where regularly scheduled Saturday or Sunday programs sponsored by the Durham District School Board, or by the Recreational Commission, which extend to at least a ten-week period are required, the Board may require regular employees to work at the premium rate stipulated by this clause or may have part-time employees work at straight time rates so long as such work does not reduce the normal working hours of regular employees.
- 32.06** Work performed on Sunday, except as noted under Section 32.05, shall be paid for at the rate of double the employee's regular hourly rate of pay.
- 32.07** The hours of work for part-time employees shall be set in accordance with the requirements of the Board, with overtime applying for any work performed over eight (8) hours per day or forty (40) hours per week. Time absent by an employee due to illness, during his regularly scheduled hours, or on a recognized paid holiday under Article 22, shall be counted as time worked for the purpose of calculating hours worked under this clause.

It is further understood that during the March break, summer break, and Christmas break, part-time employees shall be allowed to work their allotted hours in eight (8) hour shifts if the employee so desires.

- 32.08** Overtime shall be distributed as equitably as possible among those employees performing the work within the school or within a maintenance classification. In the event of absenteeism where fill-in is required, overtime will be offered to existing staff if no floater/casual help is available. Where such overtime is required, the overtime will be first offered to the employees within the Supervisor's area of jurisdiction.

For the purpose only of determining an employee's entitlement to overtime, overtime which has been scheduled and refused shall be considered as overtime worked by that same employee.

ARTICLE 32 - HOURS OF WORK AND OVERTIME (cont'd)

**32.09** During school holidays, namely the Christmas break, March break and summer vacation, the hours shall be **7:00 am. to 4:15 p.m.** with a half-hour lunch on Monday to Thursday, and **7:00 am. to 12:00 noon** with no break for lunch on Fridays. Hours on an individual day may be adjusted to meet specific needs, but, in any event, the starting or finishing times will not be changed by more than two **(2)** hours. In the case of a statutory holiday falling in the Monday to Thursday period, it shall be counted as eight (8) hours and the balance of the work week must still equal thirty-two **(32)** hours.

**32.10** (a) The hours of work for custodians and chief custodians in the secondary schools shall normally be within the following ranges:

Day shift

- shall commence not before **6:30 am.** and not after **8:00 am.**
- shall end not before **3:00 p.m.** and not after **4:30 p.m.**

Afternoon shift

- shall commence not before **3:00 p.m.** and not after **4:00 p.m.**
- shall end not before **11:30 p.m.** and not after **12:30 am.**

**32.10** (b) The hours of work for custodians and chief custodians in the elementary schools shall normally be within the following ranges:

Day shift

- shall commence not before **6:30 am.** and not after **8:00 am.**
- shall end not before **3:00 p.m.** and not after **4:30 p.m.**

Afternoon shift

Custodians who regularly work on the second (afternoon) shift in a two (2) custodian (or more) elementary school shall be scheduled:

Monday through Thursday - **3:30 p.m. to 11:30 p.m.**

Friday - **1:00 p.m. to 9:00 p.m.**

(c) It is understood that the Board may alter particular Friday shifts to accommodate the community use of schools.

(d) Where all custodians in a school agree to a permanent shift arrangement [i.e. days or nights] for custodians in the school, the Custodial Supervisor, in consultation with the Manager of Custodial Services, may approve the arrangement, which may be discontinued at any time in the sole discretion of the Board or in the event an employee in the school withdraws his or her agreement to the arrangement, with two **(2)** weeks notice to the employees. Permanent shift arrangements will not apply to Chief Custodian positions; and secondary position **postings** shall continue to state that shift rotation is required.

ARTICLE 32 - HOURS OF WORK AND OVERTIME (cont'd)

- 32.11 Custodians scheduled to work overtime for school or community functions and reporting for such overtime will be guaranteed pay for the time so scheduled up to a maximum of two and one-half (2½) hours at straight time rates.
- 32.12 In the event of staff shortage on the day shift in an elementary school, if the Board decides to re-assign an employee to that shift, the re-assignment will be offered first to afternoon staff assigned to that school. If a shortage still exists, the senior employee at the designated high school shall be offered the opportunity to fill the shortage unless that would create an operational problem at the secondary school. If no employee accepts the assignment, the least senior employee from the designated secondary school must fill the shortage.

ARTICLE 33 - GENERAL PROVISIONS33.01 Vehicle Allowance

Effective January 1 1999, employees required to use their own vehicles on Board business shall be paid at the Board kilometre rate or \$.31 per kilometre, whichever is greater.

For painters who are required to use their vehicles to report to work at locations more than six (6) miles from their base work locations, the Board kilometre rate or \$.31 per kilometre, whichever is greater.

Where the Board requires maintenance employees to carry tool boxes or heavy tools or equipment in their cars, the Board kilometre rate plus \$.05 per kilometre, or \$.36 per kilometre, whichever is greater, shall be paid.

The Board agrees that periodic increases, to the above rates, shall be paid at a rate established from time to time by the resolution of the Board and will automatically apply to the bargaining unit.

33.02 Week-End and Holiday Security Checks

When a custodian is required to do security checks on a week-end or paid holiday in order to maintain a proper heat level in the school, the rate of pay shall be at the rate of \$17.00 per check.

33.03 New Classifications

In the event that new jobs are created or a new classification arises or significant changes in duties are made in an existing classification, it is agreed between the parties that such new job or classification shall be evaluated and paid in accordance with the C.U.P.E. (Custodial) Job Evaluation Program, as per Schedule B, B-1 and Appendix A.

33.04 Credit Union

The employer agrees to deduct authorized credit union contributions from each pay and to remit such to one of the two (2) recognized credit unions within one (1) week of the date of the deduction.

**ARTICLE 33 - GENERAL PROVISIONS (cont'd)****33.05 Contracting Out**

In order to provide job security for the members of the Bargaining Unit, the Board agrees that no employee with seniority will be laid off as the result of work or services presently performed being contracted out, or disappearing because of mechanization or technological changes.

**33.06 Staffing Complement**

The staffing complement in the Custodial/Maintenance Bargaining Unit will not be reduced below **413/38 FTE**. The custodial staff complement will be discussed with the Union at Labour/Management as the Board's accommodation plan is implemented. An increase in the net number of buildings maintained by the custodial group will be reflected in an increase in the complement number of custodians in the Board. By November 15<sup>th</sup> of each year, the Superintendent of Education/Facilities Services or designate will provide the Union with the total complement allocation for the Custodial and Maintenance groups. Questions about the per school allocation of staffing will be discussed, as requested, at the Labour Management Committee.

**33.07 Part-Time Employment**

Part-time employment is defined as being less than forty (40) hours of work per week. For employee benefit purposes, it is defined in accordance with the employee benefit booklet.

**33.08 Transfers from one School to Another**

An employee wishing to transfer from one school to another, shall write to the Superintendent of Education/Facilities Services or designate, setting out their desire to be transferred to a particular school or location. Such transfers will be considered on the basis of the date the request was received rather than by virtue of seniority. It is understood that all employees requests for transfers will be considered prior to the Board deciding to hire any new employees. Employees who are transferred in accordance with this provision will not be permitted to request another transfer for a period of one (1) year, except by written permission of the Board. Transfer requests to a new school can only be made when the Chief Custodian's job has been posted.

**33.09 Class A Driver's Licence**

Where an employee is required, as a condition of employment, to hold a Class A Driver's Licence, the Employer will reimburse the employee for fees charged by a physician for the completion of any forms required for renewal of the licence. Reimbursement is subject to presentation of a receipt.

**33.10 Criminal Background Checks**

The Board is required by law to collect criminal background checks on its employees in accordance with the regulations of Ontario.

ARTICLE 33 - GENERAL PROVISIONS(cont'd)

With the cooperation of the employees, the Board shall collect and manage personal documents and information including criminal background checks, in a secure manner that provides for confidentiality and privacy for employees.

Any disciplinary action related to the criminal background check or the Offence Declaration required by regulation may be the subject to a grievance.

**33.11** Replacement Custodians

In addition to the complement specified in paragraph **33.06, 7** (seven) FTE custodians may be hired as permanent replacement custodians. Such staff will be hired on a twelve-month basis, and will be deployed, as directed by the Board, to assist with coverage related to absences and special projects. Replacement custodians will be paid the custodian rate.

ARTICLE 34 - SHIFT PREMIUM

**34.01** Effective May 13, 1991, the shift premium for work performed on the afternoon shift and/or night shift shall be ~~54¢~~ per hour. The above is not to be added to the employee's rate when calculating overtime.

Effective the first day of the third pay period after ratification, the shift premium will increase to 60¢ per hour.

**34.02** An employee will be paid the shift premium if the employee's regular shift commences at 4:00 p.m. or later or if the majority of the hours of the employee's shift are worked after 4:00 p.m. An employee will be paid the shift premium if the employee's regular shift commences at midnight or later or if the majority of the hours of the employee's shift are worked after midnight.

ARTICLE 35 - INTERPRETATION

Whenever the singular has been used throughout this Agreement, it shall be deemed to include the plural when the context so allows or requires.

ARTICLE 36 - CALL-BACK PAY

An employee called back to work after the completion of the employee's normal shift shall receive the greater of two and one-half (2%) hours at straight time or time and one-half for **all** hours actually worked except for work performed on Sunday and Holidays, which will be paid at double time. It is understood that this shall not apply where the employee is called in early to report for a regularly scheduled shift or where the employee stays on from the end of the normal shift to work overtime directly following on from the shift.

ARTICLE 37 - WAGE RATES AND CLASSIFICATIONS

The salary schedule and wage rate classifications shall be as shown in Schedule "A" which is attached hereto and forms part of this Agreement.

**ARTICLE 38 - EMPLOYEE BENEFITS**

**38.01** The Board and eligible bargaining unit members will make contributions towards the Ontario Municipal Employees' Retirement System in accordance with the legislation.

**38.02** Full-Time Employees

For full-time employees of the Board, the premium costs for benefits will be shared as follows:

<u>Extended Health Benefits</u>	<u>Board</u>	<u>Employee</u>
● Group Life Insurance and <b>A.D. &amp; D.</b> (coverage is compulsory) (capped at \$175,000)	<b>100%</b>	Nil
● <b>LTD</b> (Long-term Disability (coverage is compulsory) (60% of monthly salary capped at \$3,500 maximum benefit)	Nil	<b>100%</b>
● Major Medical (includes prescription drugs; private hospital room; Vision Care/Eye Exams up to <b>\$350</b> in any <b>24</b> month period for prescription glasses/contact lenses/laser eye surgery - {Effective <b>July 1, 2007</b> } Psychologist <b>\$1000 / yr</b> per person; {Effective <b>July 1, 2007</b> })	<b>90%</b>	<b>10%</b>

Para-Professional for each practitioner, payments up to a total of **\$400** per person, per calendar year {Effective **July 1, 2007**}

- 1) Speech Therapist
- 2) Chiropractor
- 3) Osteopath
- 4) Chiropodist
- 5) Podiatrist
- 6) Naturopath
- 7) Christian Science Practitioner
- 8) Physiotherapist
- 9) Masseur

Hearing Aids to **\$500** (every **36** months); {Effective **January 1, 2008**}

Dental Benefits

- Basic Preventative Services up to **\$1,300/year** per individual; {Effective **July 1, 2007**}
- Major Services up to **\$1,300/year** per individual; {Effective **July 1, 2007**}
- Orthodontics up to **\$1,300/year** per individual, **\$3,900** for a lifetime; {Effective **July 1, 2007**}

- 2005 O.D.A.** {Effective **July 1, 2007**}
- 2006 O.D.A.** {Effective **January 1, 2008**}
- 2007 O.D.A.** {Effective **January 1, 2009**}

Notes:

1. Dental recall once per nine (9) month period.
2. There is a yearly deductible of **\$10.00** (single), **\$20.00** (family) combined for Major Medical and Dental benefits.
3. Out-of-Country Medical Insurance eliminated.



ARTICLE 38 - YEE BENEFITS d)

For purposes of this Article only, full-time employee shall mean an employee regularly scheduled to work twenty-five (25) or more hours per week.

**38.03** Part-time Employees

For part-time employees of the Board, the premium costs for benefits will be shared as follows:

<u>Extended Health Benefits</u>	<u>Board</u>	<u>Employee</u>
● Group Life Insurance and A.D. & D. (coverage is compulsory)	100%	Nil
● LTD (Long-term Disability (coverage is compulsory) (60% of monthly salary capped at \$3,500 maximum benefit)	Nil	100%
● Major Medical (includes prescription drugs; private hospital room; Vision Care/Eye Exams up to \$350 in any 24 month period for prescription glasses/contact lenses/laser eye surgery - {Effective July 1,2007} Psychologist \$1000 / yr per person; {Effective July █ 2007})	90%	10%

Para-Professional for each practitioner, payments up to a total of \$400 per person, per calendar year {Effective July 1,2007}

- 1) Speech Therapist
- 2) Chiropractor
- 3) Osteopath
- 4) Chiropodist
- 5) Podiatrist
- 6) Naturopath
- 7) Christian Science Practitioner
- 8) Physiotherapist
- 9) Masseur

Hearing Aids to \$500 (every 36 months); {Effective January █ 2008}

Dental Benefits

- Basic Preventative Services up to \$1,300/year per individual; {Effective July 1, 2007}
- Major Services up to \$1,300/year per individual; {Effective July 1,2007}
- Orthodontics up to \$1,300/year per individual, \$3,900 for a lifetime; {Effective July █ 2007}

**2005 O.D.A** {Effective July 1,2007}

**2006 O.D.A.** {Effective January █ 2008}

**2007 O.D.A.** {Effective January 1,2009}

ARTICLE 38 - EMPLOYEE BENEFITS (cont'd)Notes:

1. Dental recall once per nine (9) month period.
2. There is a yearly deductible of **\$10.00** (single), **\$20.00** (family) combined for Major Medical and Dental benefits.
3. For those working four **(4)** hours per day as a normal shift, **\$10,000** coverage. Those working more or less will have the amount of coverage pro-rated according to the terms of the policy.
4. Out-of-Country Medical Insurance eliminated.

For purposes of this Article only, part-time employee shall mean an employee regularly scheduled to work less than **twenty-five** (25) hours per week and a minimum of **fifteen** (15) hours per week.

- 38.04** The employee benefits outlined in this Article shall apply to employees with more than three **(3)** months service.
- 38.05** Employees on **L.T.D.** may choose to have the above benefits continued as a package by paying the total amount of premiums to the Board quarterly in advance.
- 38.06** Notwithstanding the above, eligibility for participation, coverage and benefits under paragraphs **38.02** to **38.05** of this Agreement shall be in accordance with the terms of the policy with **Manulife** Financial or an equivalent policy with an alternative company. For eligible expense coverage, the Group Insurance Plan booklet or the Master Policy should be consulted.

For further clarity, and to deal specifically with employees who choose to remain in employment beyond age **65**, it is understood that:

- (i) eligibility to participate in the **LTD** program ends at age **65**;
- (ii) group life and **A.D. & D** coverage is reduced by **50%** from age **65** to **70** and ends at age **70**; and,
- (iii) eligibility to participate in the **Medical/Dental** program ends at age **70**.

- 38.07** The Board shall provide to the Union annually, on request, a copy of all parts of the Board's Master Benefits Policy that apply to bargaining unit employees.

ARTICLE 39 - METHOD OF PAYMENT**39.01** Pay Days

- (a) Employees covered by this Collective Agreement shall be paid every second Thursday.
- (b) An employee's pay shall be calculated on the basis of the employee's hourly rate multiplied by the number of hours actually worked at straight time or overtime rates.

ARTICLE 39 - METHOD OF PAYMENT (cont'd)**39.02** Direct Deposit

- (i) The Board shall pay all employees covered by this Collective Agreement by means of a direct deposit electronic transfer system. It is understood that the Board incurs no additional liability to employees by implementing a direct deposit electronic transfer payroll system and that its obligation to employees on its payroll is satisfied when its payroll cheque is deposited with the banking institution which is responsible for the administration of the direct deposit system.
- (ii) Newly-hired employees will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into their accounts by no later than the date their employment commences. A failure to provide the information on or before that date may result in a withholding of pay. Employees will advise the Board of any changes in their bank, trust company or credit union arrangements at least fifteen school days prior to a pay day for the changes to be made for that pay day. Where there is insufficient information provided to allow a direct deposit to be made, the employee's pay will be held by the Board without interest. In addition, this Collective Agreement authorizes the Board to collect reasonable administration charges from an employee's salary if the Board is required to perform administrative work not otherwise required but for the employee's acts or omissions respecting the employee's direct deposit responsibilities.

**39.03** Employment Insurance Rebate

Effective January, **1999**, and for each year thereafter, it is agreed that the Employee's share of the E.I. premium reduction rebates will be credited for their benefit in relation to benefit improvements in the current Collective Agreement.

ARTICLE 40 - TERM OF AGREEMENT

- 40.01** This Agreement will continue in force and effect from the date of ratification until March **31, 2009**.
- 40.02** Either party to this Agreement may, not more than ninety (90) days and not less than thirty (**30**) days prior to March **31, 2009**, present to the other party in writing proposed terms of a new or further agreement and/or amendments to this Agreement, and a meeting shall be held within twenty (**20**) days, at which time the parties will commence negotiations on the proposed amendments and/or the term of a new Agreement. Failing agreement by March **31, 2009**, this Agreement and all its terms will continue in force until a new Agreement is executed or until a legal strike deadline is reached, whichever shall first occur.

**ARTICLE 41 - SECURITY MONITOR POSITIONS**

**41.01** The provisions of this Collective Agreement apply to the security monitor classification, except where otherwise noted below or dealt with elsewhere in this Agreement.

Hours of Work

Full-time security monitors shall be assigned to work eight (8) hours per day, five days per week, on a day, evening or night shift.

- 41.02** The nature of the work, and the work station for security monitors require continuous presence in the work station during the entire eight (8) hour shift. The employer will provide the amenities in the work station, such as washroom, cooking facilities, etc., which will permit the employees to enjoy the normal lunch, coffee, and washroom breaks. It is understood that each eight (8) hour shift encompasses one (1) one-half hour paid lunch period.
- 41.03** A security monitor who works on a scheduled paid holiday (as per 22.01) shall be paid at the rate of double time for actual hours worked on the holiday, in addition to holiday pay. A security monitor shall receive eight (8) hours pay at his or her straight time hourly rate for a holiday not worked.
- 41.04** A security monitor is eligible for shift premium in accordance with paragraph 34.01, provided that this is not to be added to the employee's rate when calculating premium pay for overtime (see 41.05) or paid holiday purposes (see 41.03).
- 41.05** Overtime at the rate of time and one-half (exclusive of any paid holiday hours) shall be paid for any hours worked in excess of the basic assignment. Hours worked on Saturdays and Sundays shall be paid at straight time, and are not eligible for overtime premium under paragraph 32.06.
- 41.06** As part of their respective legal obligations in relation to the "duty to accommodate", the parties agree that employees requiring modified duties will be given a preference in filling security monitor vacancies, subject to qualifications, ability and experience. As a result, modified duties employees in this job classification will not be subject to bumping from other classifications in the case of lay-off, unless they are the most junior employee(s) in the system and would otherwise have been subject to lay-off.

**ARTICLE 42 - SUPPLEMENTATION OF WORKPLACE SAFETY AND INSURANCE AWARD**

- 42.01** If an employee is prevented from performing regular work with the Board on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Durham District School Board will supplement the award made by the Workplace Safety & Insurance Board for the loss of wages to the employee by such an amount that the award of the Workplace Safety & Insurance Board for loss of wages together with the supplementation of the Durham District School Board will equal one hundred percent (100%) of the employee's regular wage, after normal income tax deductions considering the tax free status of Workplace Safety & Insurance income. The portion paid by the Board will be chargeable to the employee's accumulated sick credits.

**ARTICLE 42 - SUPPLEMENTATION OF WORKPLACE SAFETY  
AND INSURANCE AWARD ( )**

- 42.02** The Board agrees to provide a copy of the Form 7, and any attached information, to the employee concerned at the time the Form 7, and attached information is submitted to the **W. S. I. B.**
- 42.03** The Board agrees to notify an employee of its intention to dispute his or her claim with the Workplace Safety and Insurance Board. Similarly, the Board and the employee, as the case may be, will advise the other at subsequent points in the claims process, up to and including **WSIAT** (Workplace Safety and Insurance Appeals Tribunal), of their intention to dispute a claim or appeal.

**ARTICLE 43 -WORKPLACE HEALTH AND SAFETY**

- 43.01** Unless legislation expressly prohibits maintenance of the status quo, the Board agrees to meet its obligations under the Ontario Occupational **Health & Safety Act**, in effect on the final ratification date of the Collective Agreement, as the minimum standard.
- 43.02** The Union and the Board agree that issues involving workplace aggression or violence shall be brought to and discussed in the **Labour/Management** Committee, and may be referred as necessary to the Joint Health and Safety Committee.
- 43.03** The Board shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the Ontario Human Rights Code.
- 43.04** The Board agrees to involve the union in the Disability Management Program.

Signed at Whitby, Ontario, this 21<sup>st</sup> day of November, 2007

**FOR THE DURHAM DISTRICT SCHOOL BOARD**

Sally McQueen  
OT Smithley  
[Signature]  
J. Hendy  
Hein Loukes  
O'Brien

**CANADIAN UNION OF PUBLIC EMPLOYEES/LOCAL #218**  
**Custodial/Maintenance/Bargaining Unit**

[Signature]  
Betty Summers  
Alan Yank  
Lou Cross  
Ahmed A. Arafat  
Don Boyer

**SCHEDULE "A"**  
**WAGE RATE CLASSIFICATIONS**

**Notes:**

1. A painter performing spray painting shall receive a premium of twenty-five cents (**25¢**) per hour for the hours spent in such performance.
2. Temporary summer help, when working subject to Section 31.07 in a one-person elementary school during the absence of the Chief Custodian for a period of one **(1)** week or more, shall receive a premium of ten cents (**10¢**) per hour.
3. For a Cleaner who is promoted to Custodian, the starting pay rate shall be the "after 4-month Custodian rate" rather than the "0 to 4 month Custodian rate".

**SCHEDULE "A"****WAGE TABLE**

Position	April 1/06 2.7%	April 1/07 1.5%	Oct. 1/07 1.5%	April 1/08 1.5%	Oct. 1/08 1.5%
Cafeteria Assistant [Brock HS]	14.84	15.06	15.29	15.52	15.75
Cafeteria Cashier [Brock HS]	17.42	17.68	17.94	18.21	18.49
Cafeteria/Food School Assistant	20.70	21.01	21.33	21.65	21.97
Cafeteria/ Food School Cashier	20.70	21.01	21.33	21.65	21.97
Cafeteria Manager [Brock HS]	21.39	22.08	22.41	22.75	23.09
<b>SECONDARY</b>					
Building Operator [Sinclair SS / Education Centre]	25.23	25.61	26.00	26.39	26.78
Chief Custodian Cartwright HS & DASS All other Secondary Schools	24.17 24.50	24.53 24.87	24.90 25.24	25.27 25.62	25.65 26.01
<b>ELEMENTARY</b>					
Chief Custodian 1 - 14 Classrooms 15 - 23 Classrooms 24 Classrooms and over	22.23 24.17 24.50	22.57 24.53 24.87	22.91 24.90 25.24	23.25 25.27 25.62	23.60 25.65 26.01
<b> / ELEMENTARY</b>					
Building Conditions Co-Ordinator	20.70	21.01	21.33	21.65	21.97
Cleaner	17.45	17.71	17.98	18.25	18.52
Custodian/Replacement Custodian 0 - 4 Months After 4 Months After 8 Months After 12 Months	18.10 18.92 19.26 19.76	18.37 19.20 19.55 20.06	18.64 19.49 19.84 20.36	18.92 19.78 20.14 20.66	19.21 20.08 20.44 20.97
<b>SECURITY</b>					
Reception/ Security [Education Centre]	20.50	20.81	21.12	21.44	21.76
Security Monitor	20.65	20.96	21.28	21.60	21.92
Security Communications/ Systems Repair Person	21.91	22.23	22.57	22.91	23.25



Position	April 1/06 2.7%	April 1/07 1.5%	Oct. 1/07 1.5%	April 1/08 1.5%	Oct. 1/08 1.5%
<b>STORES [Purchasing]</b>					
Truck Driver	<b>20.60</b>	<b>20.91</b>	<b>21.22</b>	<b>21.54</b>	<b>21.87</b>
Shipper / Receiver	<b>21.76</b>	<b>22.09</b>	<b>22.42</b>	<b>22.76</b>	<b>23.10</b>
Students	<b>12.62</b>	<b>12.81</b>	<b>13.00</b>	<b>13.20</b>	<b>13.40</b>
<b>MAINTENANCE</b>					
Carpenter Plumber	<b>25.23</b>	<b>25.61</b>	<b>26.00</b>	<b>26.39</b>	<b>26.78</b>
Electrician Energy Systems Analyst Maintenance Co-Ordinator Welder Mechanic	<b>24.50</b>	<b>24.87</b>	<b>25.24</b>	<b>25.62</b>	<b>26.01</b>
Bricklayer Door Mechanic / Locksmith Glazier Metal Mechanic Group Leader - General Maintenance H.V.A.C. Refrigeration Mechanic Maintenance Electronics Technician Small Equipment Repair / Technician	<b>24.17</b>	<b>24.53</b>	<b>24.90</b>	<b>25.27</b>	<b>25.65</b>
Chief Painter	<b>23.53</b>	<b>23.88</b>	<b>24.24</b>	<b>24.60</b>	<b>24.97</b>
Group Leader Painter	<b>22.29</b>	<b>22.62</b>	<b>22.96</b>	<b>23.30</b>	<b>23.65</b>
General Maintenance	<b>22.23</b>	<b>22.57</b>	<b>22.91</b>	<b>23.25</b>	<b>23.60</b>
Painter	<b>21.75</b>	<b>22.08</b>	<b>22.41</b>	<b>22.75</b>	<b>23.09</b>
Carpet Crew Maintenance Clerk	<b>20.70</b>	<b>21.01</b>	<b>21.33</b>	<b>21.65</b>	<b>21.97</b>
General Labour Temporary Summer Help	<b>18.35</b>	<b>18.63</b>	<b>18.91</b>	<b>19.19</b>	<b>19.48</b>
Probationary Employees • Maintenance	<b>18.10</b>	<b>18.37</b>	<b>18.64</b>	<b>18.92</b>	<b>19.21</b>

**SCHEDULE "B"****JOB EVALUATION****I. General**

- 1.01** The **C.U.P.E.** Job Evaluation System (previously adopted by both Parties for Pay Equity) is the system that is to be used by the Parties in evaluating the relative worth of jobs falling within the scope of the bargaining unit. Individual job classifications and salary rates will be in accordance with Schedule "A" of this Collective Agreement.
- 1.02** The Parties may, by mutual agreement in writing, modify any aspect of the Job Evaluation System in order to bring about improvements in the implementation and maintenance of the system.
- 1.03** **All** new and revised job descriptions submitted to the Evaluation Committee shall be evaluated by the Committee in accordance with the Job Evaluation System.
- 1.04** Revised job description evaluation requests shall be considered twice each year, approximately **mid-April** and mid-October. **Newly-established** jobs shall be evaluated at the time of establishment.

**2. Evaluation Committee**

- 2.01** There will be an Evaluation Committee composed of six persons: three representatives of the Board of Education, and three appointees from the Union (at least one representative from each of Plant Operations and Maintenance). The Evaluation Committee shall consider all requests for evaluation of job descriptions for new positions created within the bargaining unit and for re-evaluation of revised job descriptions for existing positions.
- 2.02** Each Party will notify the other **Party** in writing of its appointees to this Committee. Each member of the Committee will commit themselves to serve a minimum of three (3) years in the interest of continuity. Training on the Job Evaluation System for the Union appointees will be done at no cost to the Board.

## **SCHEDULE "B" -JOB EVALUATION(cont'd)**

### 3. Job Re-Evaluation Procedures

- 3.01** An employee who feels that there has been a significant change in the duties or responsibilities of their position shall confirm such changes with their Department Head. Where the Department Head does not confirm the changes, the employee may appeal that decision to the appropriate Superintendent of Education. The decision of the appropriate Superintendent may be the subject of a grievance. If the changes are confirmed, then the employee shall be required to complete a revised job description and Job Fact Sheet in collaboration with their immediate supervisor. Once the revised job description and Job Fact Sheet have been signed by the employee, the immediate supervisor and all other incumbents in the same position, these documents shall be forwarded to the Manager of Employee **Relations/Services**, accompanied by a completed Job Re-Evaluation Request Form. Requests for job **re-evaluations** are to be submitted either by April 1st or October 1st each year.
- 3.02** Salary increases resulting from the re-evaluation shall be made effective the beginning of the pay period following the date that the Manager of Employee **Relations/Services** received both the revised Job Description and the Completed Job Fact Sheet.

### 4. Arbitration Process

- 4.01** If agreement cannot be reached by the Evaluation Committee, the matter shall be referred to a single Arbitrator, selected from a list of mutually agreed upon arbitrators.
- 4.02** The decision of the Arbitrator **shall** be final and binding on the Parties.
- 4.03** The Arbitrator's fees and expenses shall be shared equally by the Parties.
- 4.04** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the matter leading to Arbitration.

SCHEDULE "B-1"I. C1 | Job Evaluation

1. The job descriptions for all new positions shall be evaluated by the Evaluation Committee, and shall be assigned an hourly rate in accordance with the point bands and hourly rates as set out in Appendix "A" attached hereto.
2. For employees who seek **re-evaluation** in accordance with paragraph 3.01 of Schedule "B" to the Collective Agreement (i.e. based upon a significant change in duties or responsibilities), the revised job description shall be evaluated by the Evaluation Committee, and the Occupational Classification shall be formally assigned an hourly rate in accordance with the point bands and hourly rates as set out in Appendix "A", subject to the following:
  - A. Where re-evaluation maintains the Occupational Classification within the same band, ~~or~~ raises it to a higher band,
    - (i) the hourly rate to be paid shall not be less than that set out in Appendix "A", for both new and incumbent employees in the Occupational Classification; **and**,
    - (ii) the existing hourly rate, if higher than the Appendix "A" rate, shall continue to be paid to the incumbent employees for as long as they remain in that position, but the rate for new appointees to that position **shall** be as set out in Appendix "A".
  - B. Where re-evaluation lowers the Occupational Classification to a lower band, the hourly rate to be paid shall be as set out in Appendix "A".
3. During the period from January **1, 1994** to June **30, 1994**, all employees in the bargaining unit shall be entitled to have their positions **re-evaluated**, regardless of whether there has been a significant change in duties and responsibilities. The process to be followed shall be as set out in paragraph **3.01** of Schedule "**B**". No **salary** changes shall result from **re-evaluations** under this "window", but the results shall be reviewed by the parties hereto.
4. No salary changes shall result for incumbents in Occupational Classifications which are not re-evaluated under either **2** or **3** above.
5. Paragraph **2** above is subject to the provisions of the Social Contract Act. 1993.
6. It is understood that all occupational classifications shall have been evaluated, either previously, or under **1, 2, or 3** above.

**APPENDIX "A"**

<b>Points</b>	<b>April 1/06</b>	<b>April 1/07</b>	<b>Oct 1/07</b>	<b>April 1/08</b>	<b>Oct 1/08</b>
<b>130 - 144</b>	<b>14.84</b>	<b>15.06</b>	<b>15.29</b>	<b>15.52</b>	<b>15.75</b>
<b>145 - 159</b>	<b>16.13</b>	<b>16.37</b>	<b>16.62</b>	<b>16.87</b>	<b>17.12</b>
<b>160 - 174</b>	<b>17.45</b>	<b>17.71</b>	<b>17.98</b>	<b>18.25</b>	<b>18.52</b>
<b>175 - 189</b>	<b>17.64</b>	<b>17.90</b>	<b>18.17</b>	<b>18.44</b>	<b>18.72</b>
<b>190 - 204</b>	<b>20.50</b>	<b>20.81</b>	<b>21.12</b>	<b>21.44</b>	<b>21.76</b>
<b>205 - 219</b>	<b>20.60</b>	<b>20.91</b>	<b>21.22</b>	<b>21.54</b>	<b>21.87</b>
<b>220 - 234</b>	<b>20.65</b>	<b>20.96</b>	<b>21.28</b>	<b>21.60</b>	<b>21.92</b>
<b>235 - 249</b>	<b>20.70</b>	<b>21.01</b>	<b>21.33</b>	<b>21.65</b>	<b>21.97</b>
<b>250 - 264</b>	<b>21.45</b>	<b>21.77</b>	<b>22.10</b>	<b>22.43</b>	<b>22.76</b>
<b>265 - 279</b>	<b>21.76</b>	<b>22.09</b>	<b>22.42</b>	<b>22.76</b>	<b>23.10</b>
<b>280 - 294</b>	<b>21.91</b>	<b>22.23</b>	<b>22.57</b>	<b>22.91</b>	<b>23.25</b>
<b>295 - 309</b>	<b>22.23</b>	<b>22.57</b>	<b>22.91</b>	<b>23.25</b>	<b>23.60</b>
<b>310 - 324</b>	<b>24.17</b>	<b>24.53</b>	<b>24.90</b>	<b>25.27</b>	<b>25.65</b>
<b>325 - 339</b>	<b>24.50</b>	<b>24.87</b>	<b>25.24</b>	<b>25.62</b>	<b>26.01</b>
<b>340 - 355</b>	<b>25.23</b>	<b>25.61</b>	<b>26.00</b>	<b>26.39</b>	<b>26.78</b>

## LETTER OF UNDERSTANDING #1

### Re: Split Shifts

The Board agrees that there will be no further split shift arrangements in addition to those already in place including E. A. Fairman P. S., Palmerston Avenue P. S., Mary Street Community School, Harmony Road P. S. and, Valley View P. S. except by mutual agreement between the Board and the Union.

## LETTER OF UNDERSTANDING #2

### Re: Short-Term Government Incentive Program Employees

The parties recognize that employees hired for short-term government incentive programs shall not be governed by the provisions of the Collective Agreement provided in no case shall such employees be hired as temporary and or permanent replacements for bargaining unit employees, nor shall the hiring of such short-term employees result in the displacement of bargaining unit employees. The Union shall be advised as to the work, the locations of all such employees.

## LETTER OF UNDERSTANDING #3

### Re: Contracting Out of Custodial Services -

#### Board decision to contract out two additional schools in 1978.

The Board believes it properly carried out its responsibilities to the public, and within the spirit and intent of Article 33.05 when the decision was made.

The Board recognizes the critical nature of its decision as viewed by the Union.

Accordingly, and as an essential element in concluding negotiations for the Collective Agreement, the Board agrees that during the effective term of the Collective Agreement, as set out in Article 40 of the Collective Agreement, the Board will not contract out any additional schools.

## LETTER OF UNDERSTANDING #4

### Re: Grade 12

In order to fully and finally resolve the issue of the Grade 12 qualification for **custodial/maintenance** employees, the parties agree that all employees permanently employed by the Board in its **Custodial/Maintenance** Bargaining Unit prior to December 31, 2002 will be treated for all purposes under the Collective Agreement as though they have a Grade 12 graduation diploma. This Agreement shall not be construed in any way to imply a waiver of any other qualification, term condition or requirement of a position or promotion to which an employee may apply.

## LETTER OF UNDERSTANDING #5

### Re: Temporary Positions

The parties agree to meet, as necessary, to continue the practice of providing permanent employees with a reasonable opportunity to get experience in available temporary **shipper/receiver** positions.

## LETTER OF UNDERSTANDING #6

### Re: Twinning

The Board agrees no further twinning of schools will occur for the **life** of this Collective Agreement.

## LETTER OF UNDERSTANDING #7

### Re: CUPE PRESIDENT

WHEREAS, the President of **C.U.P.E.**, Local 218, is currently an employee from the **Custodial/Maintenance** Bargaining Unit, on full-time release from his Locksmith position with the Board.

AND WHEREAS the parties hereto are agreeable to that position being staffed on a basis which will maintain the Locksmith complement in the **Custodial/Maintenance** Bargaining Unit:

IT IS THEREFORE AGREED AS FOLLOWS:

1. A full-time Locksmith position will be posted, as soon as possible after the ratification of this Agreement, and,
2. This position shall be filled on a temporary basis, until such time as the employee who is currently on full-time release returns to the bargaining unit.

## LETTER OF UNDERSTANDING #8

RE: Contracting out of Maintenance

Upon ratification of this Collective Agreement, the Board agrees to increase the Maintenance complement to 38 as per Paragraph 33.06. For the next school year, the Board will monitor the contracting out of Maintenance Services to provide information for review by the parties with the intent of possibly increasing the maintenance complement, by mutual agreement.

## LETTER OF INTENT

Re: Workfare

This is with regard to the Provincial Government's proposed Ontario Works Programme, and in particular the Community Participation component which is commonly referred to as "workfare".

This is to confirm that the Durham Board of Education will not be participating in the workfare proposal, should it result in workfare placements participating in duties that are currently performed by members of this bargaining unit or that have been performed by members of this bargaining unit during a two-year period immediately preceding any proposed workfare placement, or in the displacement or reduction of hours of any current employee in the bargaining unit or of any bargaining unit position.

## LETTER OF INTENT

Re: Summer Hours of Work-Summer Work Schedule

It is the intention of the Board, commencing with the September 2007 to August 2008 year, to implement a summer work schedule for Custodian, Stores and Maintenance employees in the **Custodian/Maintenance** Bargaining Unit, consistent with the terms of this letter. For clarity, the summer hours arrangements set out herein would commence in July, 2008.

1. Participating full-time employees will be paid for a forty (40) hour week and will be required to work a **forty-one** and one-half (41.5) hour work week for the weeks specified herein. Participating part-time employees will participate in these **arrangements** on a pro-rated basis.
2. Employees will be required to work these hours for all weeks other than the Christmas holiday week, the week worked during Christmas break, March Break, the last four weeks in June, eight identified weeks during July and August, and the first three weeks of September. The one and one-half additional hours shall be worked as follows: thirty additional minutes shall be worked on each Tuesday, Wednesday and Thursday, commencing September 2007. Placement of additional time (i.e. at the beginning or at the end of the shifts identified in paragraph 32.10) shall be at the discretion of the supervisor on those days. Notwithstanding paragraph 32.03, overtime will only be paid for hours beyond 8 hours and thirty minutes on the days in question. During the Christmas Break, March Break, the last four weeks of June, and the week prior to Labour Day, the hours of **work** will be as specified in Article **32**.



3. For the eight identified weeks in July and August, it is also understood that employees must use accumulated vacation to cover three of the summer Fridays off. Employees whose paid vacation entitlement is less than three days may be granted unpaid leave for those days or may choose to work on those days, as assigned.
4. During the designated summer weeks, the hours of work shall be as specified in Article 32.10, with the proviso that the employees will have Fridays off. In certain circumstances, where operational needs require that some staffing be available for a Friday (or Fridays), employees scheduled to work on those days will have, as an alternative, a Monday off or, where Monday is a holiday, the Tuesday of that week.
5. As part of these arrangements:
  - Employees will not be required to work any additional time to make up any extra hours which are not worked as a result of sick days off, bereavement days off or days off during vacation.
  - It is understood that any employee commencing employment or returning from leave in mid year shall not be required to work any additional time over and above the additional hours specified herein in order to enjoy the benefit of Fridays off during the summer.
  - Similarly, it is understood that any employee who resigns or leaves the employ of the Board for any reason, or ceases active employment (i.e. a leave), shall not be entitled to reimbursement or time off because of the additional hours worked as set out herein.
  - Further, with regard to summer and out-of-season vacation, and the Christmas break, the current practice and Collective Agreement provisions continue to apply,
6. This shall be implemented on a trial basis for the year indicated, with the employer reserving the right to cancel the arrangement, by not later than August 15, 2008, with the cancellation taking effect as of September 1, 2008. If the arrangement were to be continued beyond August 31, 2009, it may be cancelled by the Board by not later than August 15 of any subsequent year.
7. The Union agrees with these arrangements, and undertakes to work co-operatively with the Employer to discuss and resolve any outstanding issues which might arise from the administration of these arrangements.

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