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**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE DUFFERIN COUNTY BOARD OF EDUCATION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1197**

**(CASUALEMPLOYEES)**

**JANUARY 1, 199<sup>6</sup> TO DECEMBER 31, 199<sup>7</sup>**

SEP 24 1996

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# COLLECTIVE AGREEMENT

## BETWEEN

THE DUFFERIN COUNTY BOARD OF EDUCATION  
(hereinafter called the "Employer")

OF THE FIRST PART,

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS  
LOCAL 1197 (Casual Employees)  
(hereinafter called the "Union"),

OF THE SECOND PART.

## ARTICLE I GENERAL PURPOSE

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

## ARTICLE II RESERVATION OF MANAGEMENT FUNCTIONS

**2.01** The Union acknowledges it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, classify, transfer, promote, demote **and** lay-off employees and also to suspend, discipline, or discharge employees for just cause, provided that a claim by an employee who **has** acquired seniority **that** he **has** been discharged or disciplined without just cause **may** be the subject of a grievance **and** dealt with **as** hereinafter provided.

**2.02** The Union further recognizes the right of the Employer to operate and manage its schools in all respects in accordance with its commitments and its obligations and responsibilities. The right to sub-contract work or services, the right to decide on the number of employees **needed** by the Employer at any time, the right to decide on the number of **hours** to be worked and the **scheduling** of such hours, the right to use modern methods, machinery and equipment, and jurisdiction over all **operations**, buildings and equipment at the schools in the said **County** of Dufferin, **Ontario**, are solely **and** exclusively the responsibility of the Employer.

## ARTICLE II RESERVATION OF MANAGEMENT FUNCTIONS (Cont'd)

- 2.02** The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering any such rules, the Employer will discuss same with the Union and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that **any** such rules shall not conflict with the provisions of this Agreement.
- 2.03** The Employer agrees that the above functions and rights shall not **be** exercised in a manner contrary to the terms of this Agreement.
- 
- 3.01** The Employer recognizes the Union **as** the sole and exclusive collective bargaining agent for casual employees of The Dufferin County Board of Education employed as casual cleaning and custodial **staff** in schools covered by the CUPE collective agreement save and except supervisors, persons above the rank of supervisors, office staff, salaried staff, students, and persons covered by subsisting collective agreements with the Employer.
- 3.02** Casual employee shall mean a person employed by the Board who does not **work** a regular number of assigned hours or days per week but works **only** when called in by the Board to do so and shall not permanently replace a regular employee.

## ARTICLE IV RELATIONSHIP

- 4.01** The parties hereto agree that **any** employee of the Employer covered by **this** Agreement may become a member of the Union if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.
- 4.02** The Employer agrees that no employee **shall** in any manner be **discriminated** against or coerced, restrained or influenced on account of membership or non-membership in the Union.
- 4.03** The Union agrees it will not discriminate against, coerce or restrain any employee because of his membership or non-membership, his activity or **his** lack of activity in **the Union**, and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.
- 4.04** The Union will not engage in Union activities during working hours or hold meetings at **any** time on the premises of the Employer without the permission of the appropriate Superintendent first being **obtained**.

## **ARTICLE V NO STRIKE OR LOCKOUTS**

- 5.01** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.
- 5.02** The Union further agrees that it will not involve any employee of the Employer, or the Employer itself, in any dispute which may arise between any other employer and the employees of such other employer.
- 5.03** The Union further agrees that it will not involve, during the course of their employment duties, any employee bound by this Agreement or the Employer itself, in any dispute which may arise between the Employer and other employees of the Employer.

## **ARTICLE VI GRIEVANCE PROCEDURE**

- 6.01**
- a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly **as** possible.
  - b) The definition of "days" in this Article and Articles 8 and 9 shall mean "working days" and exclude Saturdays, Sundays and statutory holidays defined in Article 12.
  - c) The written grievance shall contain the alleged violation(s) of the Collective Agreement and the settlement requested.
- 6.02** No grievance shall **be** considered:
- a) Where the circumstances giving rise to it occurred or **originated** more than five **(5)** days before the filing of the grievance, except in the **case** of a grievance involving computation of pay, in which **case** the grievance may **be** filed within five **(5)** days after receipt of pay;
  - b) Which does not concern the interpretation or alleged violation or application of this Agreement.

It is understood that **an** employee has **no** grievance until the matter has been referred verbally to **his** supervisor, who is not **a** member of the Bargaining Unit, **and an** opportunity given to adjust the complaint. The employee alone or if requested, the employee and his steward of choice, shall first try to resolve the complaint or grievance verbally with **his** immediate supervisor within the five **(5)** day period in 6.02 (a). Should the employee and the immediate supervisor, who is not a member of **the** Bargaining Unit, **be** unable to resolve the complaint or grievance, then the following procedure shall apply.

Stewards representing employees shall **be** from the regular CUPE bargaining unit.

## ARTICLE VI GRIEVANCE PROCEDURE (Cont'd)

**6.03** A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

### Step No. 1:

The grievance shall be reduced to writing, signed by the aggrieved employee and/or the **Union** and shall be presented to the Superintendent of Business. The Superintendent of Business may convene a meeting to consider the grievance within five (5) days of the receipt of the grievance. The Superintendent of Business shall render a decision in writing within five (5) days of the meeting, or should a meeting not be convened, within five (5) days of receipt of the written grievance. Failing satisfactory settlement in Step 1, then the next step in the grievance procedure may be taken.

### Step No. 2:

Within five (5) days of the reply in Step 1, the aggrieved employee may submit his/her grievance in writing to the Director of Education. The **Union** as well as the National Representative from C.U.P.E., shall be present at this stage. The Director of Education may convene a meeting to review the matter within ten (10) days or such longer time as mutually agreed. Within five (5) days of the meeting, or receipt of the grievance, the Director of Education shall render a decision in writing.

**6.04** If a final settlement of the grievance under 6.03 hereof is not arrived at within the time **limits** as set out or any mutually agreed upon extension, and if the grievance is one which concerns the interpretation or alleged violation or application of the Agreement, the grievance may be referred by either party to **this** Collective Agreement to a **Board** of Arbitration as provided in Article 7.00 at any time within fifteen (15) days thereafter, but not later.

## ARTICLE VII ARBITRATION

**7.01** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation or application of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 6.00, and which has not been settled, will be referred to a single Arbitrator at the request in writing of either of the parties hereto, provided that either party may require that the grievance be dealt with by a Board of Arbitration rather than a single Arbitrator.

**7.02** The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as **Chairperson** chosen by the other **two (2)** members of the Board.

## ARTICLE VII ARBITRATION (Cont'd)

- 7.03** Within three (3) days of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 7.04** Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person, or if the parties fail to agree on a single Arbitrator, within fifteen (15) days of the notification mentioned in 7.03 above, the Minister of Labour for the Province of Ontario will be asked to appoint a person to act as Chairperson, or a single Arbitrator, as the case may be.
- 7.05** The decision of a single Arbitrator or a Board of Arbitration constituted in the above manner shall be final and binding on both parties. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs.
- 7.06** A single Arbitrator of a Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute **any** new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of **this** Agreement. However, a single Arbitrator or a Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.
- 7.07** Each of the parties to **this** Agreement will bear the expenses of the arbitrator appointed by it and of its own witnesses; and the parties will jointly bear the expenses, if any, of the **Chairperson** or the single Arbitrator.
- 7.08** No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 7.09** The time limits **fixed** in both the grievance and arbitration procedure may **be** extended by consent in writing of the parties to this Agreement.

## ARTICLE VIII DISCHARGE CASES

- 8.01** **In** the event of an employee who **has** attained seniority being discharged from employment, and the employee feeling that an injustice **has been** done, the case **may be** taken up as a grievance.
- 8.02** All such cases shall **be** taken up within three (3) **days** and disposed of within seven (7) days (or such longer period **as may be** mutually agreed upon) of the date the employee is notified of **his** discharge, except where a case is taken to arbitration. A claim by an employee, who **has** attained **seniority**, that he **has been** unjustly discharged from **his** employment shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Education within three (3) days after the employee ceases to work for **the** Employer, whichever is the earlier. All steps of the grievance procedure prior to Step No. 2 may **be** omitted in such cases.

**ARTICLE VIII      DISCHARGE CASES (Cont'd)**

- 8.03**            Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee or by any other arrangement which is just and equitable in **the** opinion of the conferring parties or the Board of Arbitration, as the case may be.

**ARTICLE IX        PROBATIONARY EMPLOYEES**

- 9.01**            Effective the date of ratification, all employees covered by **this** collective agreement will begin to serve a probationary period as described in Section 9.02 below.
- 9.02**            Employees shall serve as probationary employees **beginning with** their last date of hire until they have successfully completed a total of 520 hours worked. Notwithstanding, extension of the probationary period may be made by mutual agreement between the Board and the Union.
- 9.03**            **Both** parties recognize and agree that the purpose of probation is for the Employer to properly determine that the employee in question is in fact capable of performing the duties and is suitable for the position for which the employee was hired. Notwithstanding any other provisions of this agreement, the discipline and/or discharge of an employee who has not successfully completed the probationary period shall **be** at the sole and exclusive discretion of the Employer and shall not be the subject of a grievance provided that the Employer's decision to discipline and/or discharge a probationary employee at its sole and exclusive discretion is not exercised on grounds that are arbitrary, discriminating or in bad faith.

**ARTICLE X      SENIORITY**

- 10.01**            Seniority is defined as the number of hours worked by **a** casual employee since January 1, 1994 or last date of hire, whichever is later. The Employer shall maintain a seniority list of all casual employees. Where two or more employees have the same seniority, **then the** last **date** of hire shall **be** the governing factor. **An** up to date seniority list showing number of hours worked and last **date** of hire shall be sent to the **Union** Secretary and posted on all bulletin boards on **the** 1st day of April and the **1st** day of October of each year.
- 10.02**            In all cases of promotions to positions in the regular CUPE bargaining unit, the following factors shall **be** considered:
- a)      Skill, qualifications, training, competence, efficiency and ability.
  - b)      Seniority. Where the factors in a) are relatively equal, factor b) shall govern.



## ARTICLE X SENIORITY (Cont'd)

- 10.03** Seniority status, once acquired, will be lost and an employee will **be** terminated from employment with the Board for the following reasons:
- a) Voluntary resignation;
  - b) Discharge for just cause and not reinstated through the grievance procedure;
  - c) Is absent from prescheduled work for a period of three (3) consecutive days without leave unless there was reasonable and substantial justification for such absence.
- 10.04** If a casual employee(s) applies for a posted vacancy in the regular CUPE bargaining unit, the casual employee(s) shall only be considered if there are no qualified internal applicants from the regular CUPE bargaining unit and such consideration shall **be** subject to Article 10.02 above.
- 10.05** Each employee who applied in writing for a job promotion and/or transfer shall be informed in writing if the employee was successful or unsuccessful in the application.

## ARTICLE XI HOURS OF WORK, OVERTIME AND SHIFT PREMIUMS

- 11.01** The hours of work shall be as determined and scheduled by the Board, but the Board does not guarantee to provide employment or work for employees covered by this agreement.
- 11.02** The normal work day for all employees covered by **this** agreement shall not exceed eight (8) hours per day exclusive of meal periods and the normal work week shall not be in excess of forty (40) hours comprised of five (5), eight (8) hour days.
- 11.03** **ALL** hours worked in excess of eight (8) hours per day or forty (40) hours per week **shall be** compensated for at the **rate** of time **and** one-half the employee's regular current rate, provided that such **hours** are authorized in writing **by** the Board.
- 11.04** All employees shall **be** allowed one break period of fifteen (15) minutes duration every four (4) hours continuous employment without reduction of pay and without increasing the regular working hours.
- 11.05** All employees required to work on a second **shift** shall receive a bonus of forty-two cents (**\$0.42**) per hour for all hours worked on such a **shift**. Employees required to work **on a** third **shift** shall receive a **bonus** of forty-five cents (**\$0.45**) per hour for all hours worked on such a **shift**. Such employees shall also receive a paid lunch period and shall, where they work overtime, be paid the overtime premium **on** their regular rate but not the bonus provided herein.

**ARTICLE XI      HOURS OF WORK OVERTIME AND SHIFT PREMIUMS (Cont'd)**

**11.06**      Overtime premiums will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

**ARTICLE XII      STATUTORY HOLIDAYS**

**12.01**      In accordance with Provincial requirements.

**ARTICLE XIII      VACATIONS**

**13.01**      In accordance with Provincial requirements.

**ARTICLE XIV      LEAVE OF ABSENCE**

**14.01      Bereavement Leave**

- a)      When a death occurs in the immediate family of an employee covered by this collective agreement, he shall be granted up to and not more than three (3) working days' leave of absence from his employment without loss of pay. Said leave of absence shall commence with the day of the death and end with the date of burial, providing said employee uses said time for the purpose of arranging for and attending the funeral of the deceased relative.
- b)      Immediate family is defined as mother, father, brother, sister, wife, husband, common-law spouse, son and daughter.
- c)      When an employee covered by this collective agreement qualifies under the provisions of this article, the employee shall be paid his regular rate of pay only for the number of hours the employee would have normally worked for the days the employee has been scheduled to work.

**14.02      Pregnancy & Parental Leave**

- a)      The minimum unpaid leave of absence for pregnancy and parental leave shall be in accordance with provincial regulations.
- b)      The Board shall grant an unpaid pregnancy leave to an eligible employee for up to seventeen (17) weeks.
- c)      The Board shall grant an unpaid parental leave to an eligible employee for up to eighteen (18) weeks.
- d)      Parental leave includes the coming of the child into the custody, care and control of a parent for the first time.

## ARTICLE XV WAGES

- 15.01** During the term of this Agreement the Board agrees to pay and the **Union** agrees to accept the scale of wages set out below.
- 15.02** During the Probationary Period:
- For Cleaners - 85% of the start rate of the regular Cleaner rate of pay
- For Caretakers - 85% of the start rate of the regular Caretaker rate of pay
- 15.03** Upon successful completion of the Probationary **period**:
- For Cleaners - the start rate of the regular Cleaner rate of pay
- For Caretakers - the start rate of the regular Caretaker rate of pay
- 15.04** Timesheets shall **be** submitted biweekly. The Board agrees that wages shall **be** paid biweekly after receipt of the timesheets.

## ARTICLE XVI CHECK-OFF

- 16.01** The Employer shall deduct from each employee, covered by this Agreement, any initiation fee or union dues, or amount equivalent to union dues, in accordance with the Constitution or By-Laws of the Canadian Union of Public Employees. The Employer agrees to submit same not later than the first week of the month following the month of such deductions to the Financial Secretary of the **Local** Union. The Employer shall, when remitting such dues, name the casual employees from whose pay such deductions have been made, **and** also the names of any employees who have left the employment of the Employer since the last payment. Employees shall pay dues from last **date** of hire.
- 16.02** **The** Employer shall give a **copy** of this Collective Agreement to every existing employee **and** on **hiring** to every new employee **within** the **scope** of the bargaining **unit**.
- 16.03** The Union agrees to keep the Employer harmless from any claims against it by **an** employee which **arise** out of deduction under this Article.

## ARTICLE XVII GENERAL

- 17.01** Wherever the singular or masculine is used in **this** Agreement, it **shall** be considered as if the plural or feminine has **been** used where **the** context of **the** party or parties hereto so require.
- 17.02** All correspondence **between** the parties, arising **out** of **this** Agreement or incidental thereto, shall pass to and from the appropriate Superintendent of the Employer and the Secretary of the Union.

**ARTICLE XVIII DURATION AND TERMINATION**

18.01 **This** Agreement shall remain in force from the first day of January 1995 to the 31st day of December 1995 and shall continue in force from year to year thereafter unless in any year either party furnishes the other party with notice of termination or of a proposed revision to this Agreement. Either party may give notice **ninety** (90) days before the Agreement terminates. The parties agree that they will schedule a meeting(s) for the purpose of exchanging proposals to renew or amend **this** Agreement.

**AGREEMENT OF CONTRACT**

The parties agree that they have bargained fully with respect to all proper subjects of collective **bargaining** and have settled such matters as set forth in the Agreement. Further, it is certified that this Agreement was ratified by The Dufferin County Board of Education on the 7th day of March 1995 and the Canadian Union of Public Employees Local 1197 (Casual Employees) on the 4th day of March 1995.

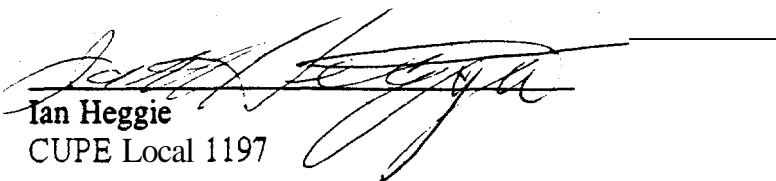
IN **WITNESS** WHEREOF each of the parties hereto has caused **this** Agreement to be signed by its duly authorized representatives as of the day of the first above written.

**THE DUFFERIN COUNTY BOARD  
OF EDUCATION**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1197**



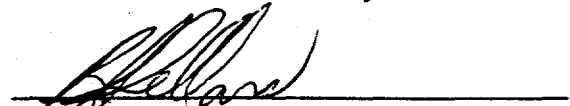
David Davies  
CUPE Personnel Sub-Committee



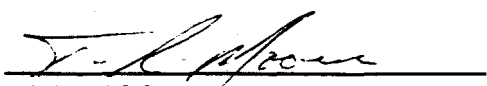
Ian Heggie  
CUPE Local 1197



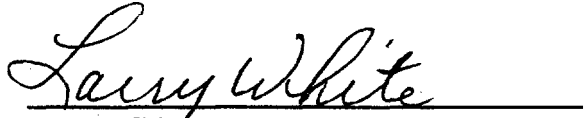
Norman Grove  
CUPE Personnel Sub-Committee



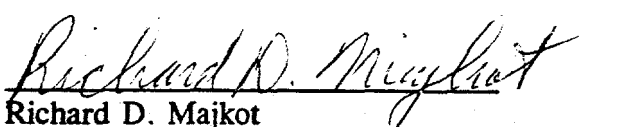
Ron Sellars  
CUPE Local 1197



Richard Moore  
CUPE Personnel Sub-Committee



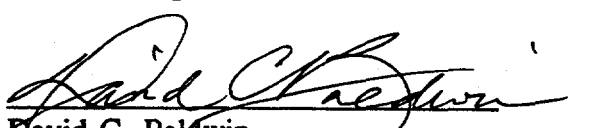
Larry White  
CUPE Local 1197



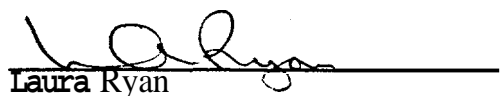
Richard D. Majkot  
Assistant Superintendent of Human Resources



James Keenan  
National Representative, CUPE



David C. Baldwin  
Director of Education & Secretary-Treasurer



Laura Ryan  
Chairperson of the Board