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EFF.	2000	09/01
TERM.	2002	08/31
No. OF EMPLOYEES	200	
NOMBRE D'EMPLOYÉ	DE	

COLLECTIVE AGREEMENT

BETWEEN

**THE LIMESTONE DISTRICT
SCHOOL BOARD**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1480**

(MAINTENANCE, CARETAKER)

September 1, 2000 - August 31, 2002

PRINTED

12465(02)

PREAMBLE

Whereas it is the desire of both Parties to this Agreement:

- (a) To maintain the harmonious relations which exist between the Employer and its employees;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions of employees as covered within this Agreement;
- (c) To encourage efficiency in operation of the Employer's business;
- (d) To promote the morale, well-being and security of all employees of the Employer as detailed in this Agreement.

And whereas it is now desirable that methods of bargaining and benefits pertaining to the working conditions of employees be drawn up on a Collective Agreement:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1480 as the sole and exclusive bargaining agent of all employees of the Limestone District School Board engaged in maintenance services, plant operations and bus and delivery driving, save and except supervisors, persons above the rank of supervisor, office, clerical and technical staff, Professional Student Services Personnel, Continuing Education Instructors, employees exercising managerial functions, employees employed in a confidential capacity in matters relating to labour relations, and employees in a bargaining unit for which another trade union held bargaining rights as of December 31, 1997.
- 1.02 a) The Memorandum of Agreement regarding Casual Employees shall form part of this agreement.
- b) During the period from May 1st to Labour Day for university and college students, and during the period from June 15th to Labour Day for high school students, such students may be employed to

work within the jurisdiction of Local 1480 as assigned by the employer. It is understood that no student will be employed which will cause the layoff of a regular employee nor will such student be employed while any regular employee who is qualified to perform the work in question is on layoff. It is further understood that no student will be employed to circumvent job postings or to be used as a replacement for a vacancy pending a job posting. For the purpose of this contract, a student is defined as a person enrolled in regular full terms at high school, college or university. Any student so employed is excluded from the provisions of this contract.

1.03 (a) No Person whose regular job is not in the bargaining unit shall perform work which is normally and exclusively performed by employees in the bargaining unit except for the purpose of instruction, experimentation, self-familiarization, or when an employee who would normally perform the work is not readily available.

1.04 The parties recognize the positive and substantial support provided by dedicated volunteers and co-op students. However, in consideration of the employees' concern that the use of volunteers will not replace or reduce bargaining unit employment, the Board and the Union hereby agree to the following process for monitoring and evaluating the use of volunteers in the context of bargaining unit employment.

Both parties agree that volunteers may be utilized in accordance with historical practices, Concerns relating to the use of volunteers will be promptly examined by the parties whom shall attempt to resolve the issue by consensus.

Both parties agree that co-op students may perform bargaining unit work when their assignment is in addition to the members of the bargaining unit from the classification to which the work normally belongs.

The parties agree that nothing in this Article is intended to alter existing rights of the parties with regard to grievability of the issue of the use of volunteers or co-op students.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Except as, and to the extent specifically notified by this Agreement, all rights and prerogatives of management are retained by the Employer

and remain exclusively and without limitation within the rights of the Board and its Administration. Without limiting the generality of the foregoing, it is the exclusive right and function of the Employer to:

- a) Maintain order, discipline, and efficiency, and to make, alter and enforce rules and regulations to be observed by the employees;
- b) Hire, retire, classify, direct, transfer, demote, promote, lay-off, discipline, suspend or discharge employees, assign employees to shifts, provided that a claim of discriminatory demotion, retirement, discipline, suspension, or that an employee has been discharged without just cause, may be the subject of grievance and be dealt with as provided for in this agreement;
- c) Generally to manage the services and operations in which the Employer is engaged and, without restricting the generality of the foregoing to retain all residual rights of management, the right to plan, direct, and control operations, direct the work forces, determine the number of personnel required from time to time, the number and locations of buildings, offices, and facilities, to have absolute control of buildings, offices, and facilities, the work to be performed and the methods, procedures, equipment, and scheduling in connection therewith, the qualifications required to perform the work and the standards of performance required of all employees, the machines, tools and material to be used and the location of such machines, tools and material;

2.02 The Management and/or Employer referred to above shall be responsible for the conduct of any contractors or agents engaged by the Employer specifically to perform managerial functions as described in Article 2.01, and any violation of this collective agreement by said contractors or agents will **be** considered a violation by the Employer.

ARTICLE 3 - CIVIL RIGHTS

3.01 No discrimination, intimidation, interference, restraint or coercion will be practiced by either the Employer or the Union or by any of their officers or representatives against any employee by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, or marital status, or by reason of membership or activity in the Union or by reason of lack of membership or activity in the Union.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF OF UNION DUES

4.01 All employees who are now members of the Union shall remain members of the Union and all new employees shall become members of the Union after they have completed their probationary period as a condition of employment.

4.02 Employees will be required to permit the deduction from their pay, each pay period, of an amount equivalent to the regular bi-weekly dues of the Union commencing in the case of new employees at the time of the regular monthly check-off on the first day of employment. Such deductions shall be made and remitted by the Employer to the Treasurer of the Local not later than the fifth (5th) day of the month following the month when such deductions are made. Within fifteen (15) days, such deductions so remitted shall be accompanied by a list of those employees who have been added to or deleted from the master list.

Employees will be required to permit the deduction from their pay, from time to time, any special or additional dues properly assessed in accordance with the Local Union by-laws as approved by the National Union.

The Employer agrees to deduct union dues from summer students who earn an hourly wage of ten (10) dollars or more.

The Union agrees to save the Employer harmless from all deductions made from an employee's pay as provided herein.

- 4.03
- a) The Employer agrees that it will acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security, dues check-off, and give each new employee a copy of this Agreement.
 - b) In cases where a large number of new employees are hired at one time, the Employer agrees that it will, in concert with up to three (3) members of the executive as designated by the President, acquaint new employees as per paragraph (a) above.

- 4.04 In order to provide job security for the current members of the bargaining unit, the Employer agrees that all work or services which are currently performed by bargaining unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, privatized, in whole or in part to any other plant, person, company, or non-bargaining unit employee. The foregoing will not operate so as to prohibit the contracting out of work or services of the same type performed by the bargaining unit members, provided that such contracting out is in addition to the continued work of the bargaining unit members or is restricted to periods of peak demands.
- 4.05 The Employer agrees that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to ongoing joint discussions to determine which work and services might be performed by members of the bargaining unit (i.e. contracting in).
- 4.06 No bargaining unit work shall be done under the auspices of an "Ontario Works" (Workfare) or similar program without the written consent of the Union.
- 4.07 The Employer agrees to notify the Union in writing on a bi-weekly basis of all Float and Casual Caretaker, hours of work, location, and the person they are replacing (if applicable). Such notification shall be in a format designated by the Employer.

ARTICLE 5 - CORRESPONDENCE

- 5.01 a) All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Officers of the Local Union and The National Representative with a copy to the Secretary and applicable Officer of the Employer.
- b) From time to time, the Employer shall notify the Union in writing of the applicable Officer referred to above for the purpose of specific correspondence.
- c) A copy of any letter of discipline shall be sent to the President of the Local Union.

ARTICLE 6 - LABOUR MANAGEMENT AND UNION COMMITTEES

6.01 It is agreed that a joint committee will be established with four **(4)** representatives from Local 1480 of the Canadian Union of Public Employees and four **(4)** representatives from the Employer. This Committee shall meet as scheduled, or at the written request of either party to discuss matters of mutual concern, which matters may not necessarily be covered by the terms of the existing collective agreement. The parties will develop an agenda prior to each meeting. The items for the agenda shall be submitted by each party to the other party at least three (3) working days prior to the meeting.

The fundamental purpose of the committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its employees. This committee shall have no power to effect changes in the existing Agreement unless approved by the membership of the Local Union and the Board. The Employer will provide a response to the Union within ten (10) days of the conclusion of any Joint Committee Meeting under this Article as to the Employer's position on matters that remain unresolved.

6.02 The Employer agrees to recognize a negotiating committee of not more than five (5) employees, which shall be comprised of the President of the Local and four **(4)** other employees as selected by the Local.

6.03 The Employer agrees to recognize a Union Grievance Committee consisting of the President, Recording Secretary, Chief Steward and the Steward involved with the grievance. The Employer agrees to notify the Union of the names and titles of all pertinent management personnel.

6.04 Employees on any committee that has Employer and employee representation (except the Health and Safety Committee) shall suffer no loss of wages when meeting with Management during their regular working hours. Meetings continuing or taking place after regular working hours are not subject to compensation.

6.05 Employees who participate on the Health and Safety Committee

shall not suffer loss of wages when meetings of this Committee are held during regular working hours. Employees who are on the Health and Safety Committee who attend meetings after their normal hours of work, shall be entitled to compensation in accordance with the Ontario Occupational Health and Safety Act.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The Employer recognizes the right of the Union to appoint or otherwise select eight (**8**) stewards to assist employees in preparing and presenting grievances in accordance with the grievance procedure. Two (2) stewards shall be appointed by the Union as Chief Stewards. The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees in relation to any dispute between the Local and the Employer.

7.02 A steward shall normally conduct his/her Union activities within the areas as defined by the Local and communicated to the Employer.

The Union shall notify the Employer in writing of the names of the Local's stewards, the areas within which they normally operate, and the Chief Stewards before the Employer shall be required to recognize them. The Local may revise or change the areas within which stewards normally conduct their activities at its sole discretion provided that no change will be in effect until the Employer has been formally notified of said changes.

7.03 a) The Union agrees that committee representatives and stewards have regular duties which must be effectively and efficiently performed on behalf of the Employer and that such employees will not, therefore, leave their regular duties without first obtaining permission to do so from their immediate supervisor (for maintenance employees, the Plant Maintenance Supervisor; for caretaking employees, the appropriate Area Supervisor; for other employees, the Principal), and that when resuming their regular duties they will be required to report their return to their immediate supervisor (for maintenance employees, the Plant Maintenance Supervisor, for caretaking employees, the appropriate Area Supervisor; for other employees the Principal), and for that time so taken away from regular duties will be confined to an absolute minimum. It is understood that time so taken away from regular duties will be without loss of pay, provided the time so spent in meeting with representatives of the Employer is on the Employer's premises and is

during the working hours of such a committee representative or steward.

- b) The Employer agrees that stewards, or any other official of the Union, will not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in this agreement.

7.04 When it appears that a grievance may be recorded, the employee, with a steward or an officer of the Union, or an officer of the Union may speak to the appropriate supervisor in an attempt to clarify and resolve the matter. Failing that:

A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this collective agreement. The grievance of an employee shall be put forward in writing and be signed by the employee directly involved. The grievance shall proceed in the following manner:

STEP 1:

The employee shall present his/her written grievance to the Office of the Superintendent of Finance, and he/she may, if he/she so desires, have the assistance of their steward in presenting such grievance, and the Employer shall reply to the grievance in writing. If a settlement satisfactory to the employee concerned is not reached within ten (10) working days, or within any longer time which may be mutually agreed upon, then Step 2 may be invoked provided such latter action is commenced within ten (10) working days after the completion of Step 1. It is agreed that no grievance shall be presented to any later stage of the grievance procedure, or to the Board of Arbitration, where the alleged circumstances of the grievance originated or occurred more than thirty (30) working days prior to its original presentation in writing at Step 1. The Employer shall not be required in any event to make any adjustment back to a date that is earlier than twenty (20) working days prior to the filing of the grievance in writing at Step 1.

STEP 2:

Failing a satisfactory settlement of the grievance under Step 1, the Union Grievance Committee may then take the grievance up with the Superintendent of Finance or his/her designate at a meeting

arranged for that purpose which meeting shall be held within ten (10) working days or at a mutually agreeable date. It is understood that a representative of the Canadian Union of Public Employees may be present at such a meeting and representatives of the parties who met at the earlier stage of grievance procedure, if their presence is requested by either party. If a satisfactory settlement is not reached within ten (10) working days following the day on which deliberation commenced, or such additional time as may be mutually agreed upon, then the grievance may be referred to a Board of Arbitration as herein provided.

7.05 A grievance of the Employer or a policy grievance of the Union shall be submitted in writing by the party lodging the grievance to the other party, and the discussion of such grievance shall commence at Step 2 of the grievance procedure and proceed if necessary thereafter to a Board of Arbitration as herein provided.

7.06 Replies to grievances shall be in writing at all stages.

7.07 The Employer shall supply the necessary facilities for the grievance meetings.

ARTICLE 8 - ARBITRATION

8.01 Either party may refer a grievance, not settled within the foregoing procedure, to arbitration. The reference to arbitration will be made within forty-five (45) days of the completion of Step 2 unless said time period is extended by mutual consent.

8.02 The parties will attempt to agree to the composition of an Arbitration Board by way of appointing nominees who will in turn agree upon a Chairperson, or the parties will attempt to agree to a mutually acceptable Sole Arbitrator. If the two nominees fail to agree upon a chair, the Minister of Labour of the Province of Ontario upon the request of either party, shall make the necessary appointment of the Chair. The decision of a majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the chair shall be the decision of the Board of Arbitration and such decision shall be final and binding upon the parties and upon any employees affected by it.

8.03 None of the foregoing provisions prevent either party from making an application under the current Section 49 of the OLRA, 1995 for a

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statutory expedited arbitration.

- 8.04 None of the foregoing provisions prevent the parties from agreeing to a reference to an arbitrator on a Mediation/Arbitration basis.
- 8.05 Each of the parties will bear the expenses of their nominee, if applicable, and one half of the expenses of the Chair of the Board or Sole Arbitrator, as the case may be.
- 8.06 It is understood by the parties that if an Arbitrator is selected under Article 8.02, the Arbitrator shall have the same power as that provided by the Ontario Labour Relations Act (1995).
- 8.07 The Board of Arbitration or Sole Arbitrator shall not have jurisdiction or authority to alter or in any way modify the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision which is inconsistent with the terms and provisions of this collective agreement, unless such change is required by any Act or regulatory legislation.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 9.01 A claim by an employee (who has completed his/her probationary period and who has been discharged or suspended from the employ) that his/her discharge or suspension was without just cause shall be treated as a grievance. Such grievance shall commence at Step 2 of the grievance procedure as herein provided.

An employee is entitled, one (1) day prior to the imposition of suspension or discharge, to be notified at a meeting with Management of the reasons for considering such action.

- 9.02 Such grievance may be settled by confirming the employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties or if necessary a Board of Arbitration.
- 9.03 An employee who has completed his/her probationary period may be dismissed but only for just cause. When an employee is discharged or suspended he/she shall be given the reason in the presence of his/her steward. Such employee and the Union shall be advised promptly in

writing by the Employer of the reason for such discharge or suspension.

- 9.04 The record of an employee shall not be used against him/her at any time in the following instances:
- a) when eighteen (18) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction;
 - b) when twelve (12) months have elapsed since the issuance of a letter of reprimand provided there has been no recurrence of a similar and/or other infraction.

ARTICLE 10 - NO STRIKES OR LOCK-OUTS

- 10.01 It is agreed that there will be no lock-outs by the Employer and no strikes by the Union as long as this Agreement continues to operate.
- 10.02 No employee covered by this Agreement will be required to perform work normally done by any other employee of the Employer engaged in a legal strike.

ARTICLE 11 - SENIORITY

- 11.01 Seniority is defined as the length of service in the bargaining unit with the Employer or any predecessor school board and shall be used in determining preference for promotions, transfers, demotions, layoff and recall. Seniority shall operate on a bargaining unit wide basis.

Employees of the other Local 1480 bargaining unit, provided there has been no break in service, who become members of this bargaining unit as per article 12 subsequent to January 1, 1998, shall carry over their seniority as though it was service in this bargaining unit.

- 11.02 Newly hired employees for permanent positions shall be considered to be on probation until he/she has worked a total of 80 (eighty) worked days from the date of hiring. During the probationary period, employees shall not be entitled to grieve a discipline, suspension, lay-off or discharge and shall not be eligible for the fringe benefits

detailed under Articles 21.01 to 21.08 inclusive until after completion of the third (3rd) month of the probationary period. After completion of the probationary period, seniority and sick leave credits shall be effective from the original date of employment.

- 11.03 The Employer agrees to post seniority lists by May 1 of each year showing seniority status, classification, and site location of each employee and to furnish a copy of such lists to the Union.

Should an employee question the accuracy of his/her relative seniority status or documentation used to determine his/her relative seniority status as depicted on the seniority list, the employee shall notify the Union and the Board in writing to this effect. The parties and the employee shall meet within ten (10) working days after the Board receives any such written notification to resolve the matter.

Any discrepancies in seniority must be brought to the attention of Human Resources-Support Staff by June 30 of each year. The Employer agrees to correct any errors as mutually agreed upon. No change shall be made in the seniority status of an employee without consultation with the Union.

- 11.04 An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall forfeit all seniority rights in the event that:

- a) the employee is discharged for just cause and is not reinstated;
- b) the employee resigns or retires;
- c) the employee ~~is~~ absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer unless such notice is impossible;
- d) the employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the

Employer informed of his/her current address;

- e) the employee is laid off for a period longer than twenty four (24) months or the length of his/her seniority, whichever is the lesser;
- f) after the employee has exhausted benefits of the Short Term Sick Leave Plan, if he/she is unable to work due to incapacity from illness or injury (not covered by Workplace Safety Insurance Act) for a period exceeding two (2) years subject to Article 19.09;
- g) he/she is unable to work for a period exceeding two (2) consecutive years due to illness or injury covered by the Long Term Disability Plan subject to Article 19.09;
- h) he/she is unable to work for a period exceeding two (2) consecutive years due to incapacity from an injury covered by the Workplace Safety Insurance Act subject to Article 19.09.

11.05 The Employer agrees that once per year, they will provide to the Local Union Officers a list of the names, addresses, telephone numbers, classification and school location of all employees represented by the Local Union.

By ratification of this agreement by members of the Local, they agree that the Employer can provide the information in the first paragraph and it is not a violation of the Freedom of Information Act.

When new employees are hired, they shall be advised that as a condition of employment they agree that information in the first paragraph will be provided to the Union officers. The Union agrees to save the employer harmless with respect to the provision of any and all information disseminated through the use of this article.

11.06 No employees shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

- 11.07 The seniority order of employees with the same seniority date shall be determined by a lottery drawing of names with the names first drawn being deemed to have the highest ranking of those with the same date and the names subsequently drawn being deemed to be next in the same order as they are drawn.

This process shall be conducted immediately after the signing of the collective agreement for same seniority dates which exist as at that time.

Same seniority dates that arise at any time after the foregoing initial determination shall be determined immediately after they are created.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

- 12.01 When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall notify the Union and send a notice of the position to each site location for posting for a minimum of ten (10) working days in order that all members will know about the position and be able to make written application therefore. A copy of the posting will be faxed to the Recording Secretary of the Union on the same day as the notice of position is issued for posting. Working days are defined as the Employer's normal working days.
- 12.02 Such notice shall contain the existing information now used by the Employer (Former Frontenac County Board of Education). When the employer decides to alter or add qualifications to a position they shall first consult with the Union.
- 12.03 Both parties recognize:
- a) The principle of promotion within the service of the Employer.
 - b) That job opportunity should increase in proportion to length of service with ability to perform the work available.
- 12.04 In making staff changes or promotions, the employee having the required qualifications, satisfactory service and who is most senior of those who have applied shall be selected.

- 12.05 If an employee is successful in his/her application for a transfer, the appointment will be considered temporary for a period of forty (40) worked days, excluding July and August. Conditional on satisfactory service and with the agreement of the employee such transfer shall become permanent after the period of (40) worked days. In the event the transfer does not become permanent, the employee shall be returned to his/her former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and prior wages or salary. If an employee is returned to his/her former position he/she will not be considered for another transfer for a period of six (6) months from the date of his/her return.
- 12.06 If an employee is successful in his/her application for a promotion he/she shall be placed on trial for a period of forty (40) worked days, excluding July and August. Conditional on satisfactory service, such trial promotion shall become permanent after the period of forty (40) worked days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and prior wages or salary. If the original applicant is returned to his/her former position he/she will not be considered for another promotion for a period of six (6) months from the date of his/her return.
- 12.07 The Union shall be notified within ten (10) days of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment of members in the Bargaining Unit. For the purposes of this article, hirings, lay-offs, transfers, recalls and terminations of employment appointments are deemed to have taken place subsequent to Board approval.
- 12.08 Employees shall be required to give the Employer at least two (2) weeks notice on resignation.
- 12.09 When a temporary vacancy occurs for a period of three (3) months

or longer for a Head Caretaker or Maintenance Department, Transportation Department, or Cafeteria position, the vacancy shall be posted. The vacancy that occurs as a result of an employee moving into the temporary vacancy will also be posted and any subsequent vacancies arising as a result shall not be posted but may be filled by a qualified employee at the same work site. If no employee at the existing work site assumes the temporary position then the position shall be filled by a casual employee. The successful employees shall revert back to his/her/their original position(s) at the end of the temporary period. This article is intended to operate for the purpose of providing an opportunity for employees in lower rated positions to gain on the job experience and for that reason no employees who are already incumbent in the classification posted will be considered.

- 12.10 When it appears that there may not be an internal applicant for a posted vacancy, the vacancy may be advertised externally during the internal posting period. However, any internal applicants will have absolute priority over outside applicants should there be internal applicants who meet the conditions of Article 12. Applicants from the other Local 1480 Bargaining Unit who meet the conditions of Article 12 shall be considered prior to consideration of external applicants. The Employer, however, is under no obligation whatsoever to select applicants from the other Local 1480 Bargaining Unit.

ARTICLE 13 - LAYOFFS AND RECALLS

- 13.01 Layoff shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees. Both parties recognize that job security should increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, and in accordance with Article 13.02. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.
- 13.02 Recognizing the principles of Article 13.01, the parties agree that an employee about to be laid off may displace (bump) any employee with less seniority in the same or lower classification, provided the employee exercising his/her right is qualified to perform the work of the employee he/she is displacing. Should the displaced employee

not have any other option than to bump into a lower classification position, then the initial employee affected by layoff shall be allowed to bump into a position of higher classification providing he/she is qualified to perform the work of the employee he/she is displacing. Further instances of bumping up may occur as necessary depending upon the number of employees with no other option than to bump into a lower classification. The number of instances bumping up may occur during the course of a layoff shall be made by Mutual Agreement between the parties.

This practice is intended to operate so as not to allow more junior employees affected by layoff preferential placement over more senior employees.

When an employee exercises his/her bumping privilege, he/she shall not be entitled to a further bump should he/she find his/her new job unacceptable. Any employee who is displaced by a senior employee shall also have the same privilege of displacing and bumping until the most junior employee has no one to displace or bump, then that employee shall be laid off in accordance with the provisions of Article 13.

- 13.03 An employee receiving notice of layoff must indicate in writing to the Employee Relations Advisor, within ten (10) working days of receiving written notification that his/her position has been declared surplus that he/she wishes to displace (bump) or accept the layoff. If written notification is not received in the time periods referred to above, he/she shall be deemed to have opted to be laid off.
- 13.04 No new employees will be hired until those laid off have been given an opportunity of re-employment provided they are qualified to do the work available.
- 13.05 The Employer shall provide the Union with no less than forty (40) working days notice of the proposed layoff or elimination of position.
- 13.06 The Employer shall notify the employees, who are to be laid off, thirty (30) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to thirty (30) full days after notice of layoff, he/she shall be paid in lieu of work for that part of thirty (30) days during which work was not made available. For employees with less than one (1) year's service, layoff notice shall

be ten (10) working days' notice or ten (10) days' pay in lieu of work.

- 13.07 Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step 2 of the grievance procedure.
- 13.08 Both parties understand and agree that no regular employee shall be subject to layoff or reduction in their regular hours while any casual employee is employed in a capacity the affected employee is qualified and willing to perform. It is understood that the Employer will use its best efforts to expedite the review and testing process if required.

ARTICLE 14 - HOURS OF WORK

- 14.01 The normal work week shall be forty (40) hours per week consisting of five (5) eight (8) hour days, Monday to Friday inclusive, and in accordance with the following:

Maintenance, and Courier/Warehouse Employees' Daily Hours of Work

Maintenance, and courier/warehouse employees' daily hours of work shall consist of a total of eight and one-half (8 ½) hours with one-half (½) hour unpaid lunch. The day shall not commence before 7:00 a.m. nor finish later than 4:30 p.m.

Caretakers' Daily Hours of Work

Day Shift

The day shift shall not commence before 7:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour day shift shall be spread over a period longer than nine (9) hours with one (1) hour off for an unpaid lunch. During periods when there is no regular school, the day shift lunch period may be reduced by mutual agreement.

School locations that, as of December 1, 1999, operate using a two

hour unpaid lunch period may continue to do so based on the following:

The day shift shall not commence before 7:00 a.m. nor finish later than 6:00 p.m. No eight (8) hour day shift shall be spread over a period longer than ten (10) hours with two (2) hours off for an unpaid lunch. It is agreed that the two (2) hour lunch break may be extended by mutual agreement between the Employer and the employee concerned and the shift premium shall be paid for those days. During periods when there is no regular school, the day shift lunch period may be reduced by mutual agreement.

Evening Shift

The evening shift shall consist of a total of eight (8) consecutive hours with a one-half ($\frac{1}{2}$) hour paid lunch period that shall be taken in the school. The evening shift shall not commence before 2 p.m. nor end later than midnight.

Employees required to work the evening shift shall receive a shift bonus of (\$.75) per hour.

For the purpose of administering the shift bonus for Less Than Eight (8) Hour Caretakers, employees working the majority of their hours after 5 p.m. will be entitled to receive a shift bonus.

Less than Eight (8) Hour Caretakers' Daily Hours of Work

The hours of work of Less than Eight (8) Hour Caretakers shall be as follows:

- a) starting time shall be between the hours of 2:00 p.m. and 5:00 p.m.

The above starting times for Less than Eight (8) Hour Caretakers may be amended by mutual agreement between the employee and the Employer.

Bus Drivers' Daily Hours of Work

Bus Drivers working out of Auxiliary Services will work one of the

three schedules as outlined below:

- a) 40 hours per week
- b) 35 hours per week
- c) 22.5 hours per week

The day shift for Bus Drivers shall not commence before 7:00 a.m. nor finish later than 6:00 p.m. No eight (8) hour day shift shall be spread over a period longer than nine (9) hours with one (1) hour off for an unpaid lunch. It is agreed that the one hour lunch break may be extended or reduced by mutual agreement between the Employer and the employee concerned.

Bus Drivers shall be assigned to routes as required.

- 14.02 Employees working six (6) hours per day or more shall be permitted a fifteen (15) minute rest period both in the first and second half of each shift. Employees working more than three (3) but less than six (6) hours per day shall be entitled to one fifteen (15) minute rest period per day. Employees working three (3) hours per day shall be entitled to one ten (10) minute rest period per day.
- 14.03 During July and August, caretakers who work less than eight (8) hours per day shall be allowed to work their regular hours per day or work a full eight (8) hours per day until their allotted regular hours for July and August are completed. If the employee chooses the eight (8) hours per day provision, the actual day that the employee will report to work shall be at the discretion of the head caretaker **and Area Supervisor** provided it does not interfere with the employee's regular vacation period. Employees who choose to work the eight (8) hour day provision shall be required to take their annual vacation during July and August. Employees who choose to take their vacation at a time other than July and August shall work their regular daily hours during July and August.
- 14.04 Full-time employees assigned to shift work shall be notified in writing at least seven (7) working days in advance of any change of their assigned shift. In the event of extenuating circumstances, this time period may be waived.
- 14.05 Employees shall work day shift during July and August in all schools except schools that have summer school, night school or public use of schools and when the school cannot be maintained by the day

shift only.

- 14.06 In schools where there is no eight (8) hour evening caretaker, the caretaker's hours of work may be adjusted outside of the agreed upon hours of Article 14.02 so as to cover community use of schools. Should this occur, the employee will be paid one extra hour's pay at straight time to cover the time necessary to lock up and secure the building. At no time will a less than eight (8) hour caretaker be required to work past 9:00 p.m.
- 14.07 During the school vacation period, employees shall be entitled to elect to work a regular summer work week over a four (4) day period. The four (4) day work week shall be Monday to Thursday. Employees shall work nine (9) hours exclusive of a one-half (½) hour paid lunch period. Employees shall work their regular hours during the first and last week of the school vacation period. The above schedule will not apply during the week of the Civic Holiday when the work week shall be from Tuesday to Friday, inclusive. Schools must schedule a five day operation to accommodate program needs where required.
- 14.08 In the event that scheduling will permit, it is not a violation of this agreement for the hours of work to be amended by mutual agreement of the employee and the Employer to provide for a four (4) day week at nine (9) hours per day, Monday to Thursday, with no loss of weekly salary.
- 14.09 Notwithstanding Article 14.01, Hours of Work for Maintenance Employees, the Union agrees that it may be necessary for the Employer to schedule Painters to work the evening shift. Should this occur, the Employer agrees that each painter shall not be scheduled to work more than twenty (20) weeks on evenings during a calendar year. However, each employee currently in the position of painter as of the signing of this agreement, shall not be scheduled to work more than twenty (20) shifts on evenings during a calendar year. If and when evening shifts are scheduled then forty-eight (48) hours' notice must be given in writing for the temporary shift change, with the understanding that no Friday evening work will be scheduled on short notice and the Employer must give full notice in writing for Friday evening work in accordance with Article 14.04. The Employer agrees that there will be a minimum of two (2)

painters assigned to the same evening shift job if no caretaking staff are on the site. The Employer further agrees that no painter shall be assigned to evening shifts during the months of June, July and August or during the Christmas School Break.

ARTICLE 15 - OVERTIME

- 15.01 An employee who is required to work overtime shall be paid at the rate of time and one-half of his/her basic straight time hourly rate for all hours worked in excess of eight (8) hours in any one day Monday to Friday inclusive and for all hours worked on a Saturday, and at the rate of double hours basic straight time hourly rate for all hours so worked on a Sunday or a recognized holiday in accordance with Article 16.01.
- 15.02 Employees shall be entitled to the following regarding overtime payment:
- a) the employee shall be paid; or
 - b) the employee shall be able to save his/her overtime to be used at a later date as time off with pay, it being understood that overtime rates that apply shall be converted to straight time hours and no employee shall be allowed to accumulate a total one-time of over forty **(40)** hours. The actual time off shall be by mutual agreement. If an employee exercises the option for time off with pay, the decision shall be binding and the employee may not later, except by mutual agreement, request pay in lieu of time off.

An exception to this Article shall be those employees who are called in before the normal starting time for the purpose of snowplough operations. These employees shall be paid overtime from the time they report to work until their normal starting time, and then shall be paid their regular rate until they have completed eight (8) hours of work. At that time, the employee shall have the option of going home unless his/her services are required or remaining on the job at his/her straight time regular rate until his/her normal quitting time

The Board shall make every reasonable effort to call in bargaining unit craftsmen prior to going to outside contractors.

- 15.03 An employee who **is** called in and required to work outside his/her regular working hours shall be paid for a minimum of two (2) hours at overtime rates. Caretakers shall respond only when required to do so by the Police Department, Fire Department, School Principal, or The Operations Supervisor or his/her delegate or an alarm company.

An employee who is called in and required to work outside his/her regular working hours between 12:00 midnight and 6:00 a.m. or from 12:00 midnight Friday to 6:00 a.m. Monday shall be paid for a minimum of three (3) hours at overtime rates.

- 15.04 Caretakers working less than eight (8) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including eight (8) hours in the working day. Regular overtime rates shall apply after eight (8) hours in the working day and for all work performed on Holidays and regular days off.

This does not apply to part-time employees who are required to cover community use of the school or to do work other than the work part-time employees normally perform. Such work is to be paid at rates of pay according to Schedule 'A'.

- 15.05 Opportunities for overtime and call back time (excluding alarm call back) shall be divided equally among the employees who are willing and qualified to perform the work that is available.

If no employee voluntarily agrees to work the necessary overtime or **is** unavailable, then the Employer may assign another employee from another work location who is willing to carry out the duties.

For the purpose of clarity, Maintenance Department employees shall be considered a group. Caretaking staff in a school shall be considered a group. Bus Drivers shall be considered a group.

The Board shall make every reasonable effort to call in bargaining unit craftspersons prior to going to outside contractors.

Casual employees may be scheduled for work on weekends or on overtime during July and August once qualified regular employees who have indicated their availability and are available, have declined

the offer.

ARTICLE 16 - HOLIDAYS

16.01 The paid holidays recognized by the Employer will be as follows:

Good Friday	Canada Day
Easter Monday	Civic Holiday
Victoria Day	Labour Day
Thanksgiving Day	

CHRISTMAS SEASON 2000

Monday, December 25	Christmas Day
Tuesday, December 26	Boxing Day
Wednesday, December 27	Paid Holiday
Thursday, December 28	Paid Holiday
Friday, December 29	Paid Holiday
Monday, January 3	New Year's Day
Tuesday, January 4	Paid Holiday

CHRISTMAS SEASON 2001

Monday, December 24	Paid Holiday
Tuesday, December 25	Christmas Day
Wednesday, December 26	Boxing Day
Thursday, December 27	Paid Holiday
Friday, December 28	Paid Holiday
Monday, December 31	Paid Holiday
Tuesday, January 1	New Year's Day

Whenever a holiday listed above falls on a Saturday or Sunday (except for Christmas Season holidays), the preceding Friday or the following Monday shall be declared a holiday. Choice of the Friday or Monday shall be by mutual agreement between the parties.

16.02 Ten month employees shall not receive payment for the Civic Holiday.

ARTICLE 17 - VACATIONS

- 17.01 An employee shall earn vacation credits at the following rates:
- a) .83 days per month during the first year of continuous service (12 months=10 days);
 - b) one and one-quarter (1 1/4) days per month after one (1) year of continuous service (12 months=15 days);
 - c) one and two-thirds (1 2/3) days per month after four (4) years of continuous service (12 months=20 days);
 - d) two and one-twelfth (2 1/12) days per month after thirteen years of continuous service (12 months=25 days);
 - e) two and one-half (2 1/2) days per month after twenty (20) years of continuous services (12 months=30 days).
- 17.02 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each holiday, in addition to his/her regular vacation time.
- 17.03 Vacation pay shall be at the rate effective immediately prior to the vacation period.
- 17.04 Vacation shall be granted on the basis of seniority with the Employer in each school and in the maintenance department. Therefore, the employee in a school with the most overall seniority shall have his/her choice first. Each employee shall select one unbroken period as their first choice. An unbroken period shall be consecutive days in one period up to the maximum vacation entitlement of the employee. If the senior employee's first choice does not equal his/her total entitlement, then after the other employees in the same school have selected their first choice then the process shall start again beginning with the most senior employee. This process shall continue until all employees have completed their selections in accordance with Article 17.06.
- 17.05 Vacation shall be limited to fifteen (15) instructional days per year.

- 17.06 Vacation requests shall be requested by April 1st of each year listing the employee's first choice. In accordance with Article 17.04 vacation schedules shall be completed, and placed on the bulletin board at the worksite by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off or on the day requested or accepted by the employee.
- 17.07 An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the employer. It is agreed that all employees, if required, will report back to work for the last week of August.
- 17.08 An employee is entitled to vacation credits under section 17.01 in respect of a month or part thereof in which he/she is at work or on leave with pay or on maternity leave or Union leave not exceeding one month.
- 17.09 An employee is not entitled to vacation credits under section 17.01 in respect of a whole month in which he/she is absent from duty for any reason other than paid vacation, leave of absence with pay, or less than 8 hour Caretakers (Article 14.03)
- 17.10 An employee shall be credited with his/her vacation for a calendar year at the commencement of each calendar year plus previous year's vacation entitlements not used subject to Article 17.11.
- 17.11 An employee may accumulate vacation to a maximum of twice his/her annual accrual but shall be required to reduce his/her accumulation to a maximum of one (1) year's accrual by 31 December of each year.
Effective June 30, 1998 a ten (10) month employee shall be required to reduce his/her accumulation to a maximum to one (1) year's accrual by 30 June of each year.
- 17.12 On commencing employment, an employee shall be credited with prorata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he/she has completed six (6) months of employment, except for employees covered under Article 17.16.

- 17.13 Where an employee leaves the Board's employ prior to the completion of six (6) months of employment, he/she is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of employment.
- 17.14 An employee who has completed six (6) months of employment shall be paid for any accrued and unused vacation credits at the date he/she ceases to be an employee, or at the date he/she qualifies for payments under any Long Term Disability plan the parties may agree to, and any salary paid for unearned vacation used up to that time shall be recovered by the employer from any monies owing to that Employee.
- 17.15 In the calendar year in which an employee retires and provided he/she works until August 31 of that year (ten (10) month employees 30 June) he/she shall receive full vacation rates calculated as though he/she had worked the full calendar year.
- 17.16 Employees who normally do not work during the Christmas Break and the Winter Break shall be allowed to take their vacation entitlement with pay for those days that they would not receive pay.
- 17.17 Employees who normally work less than twelve (12) months per year shall have their actual vacation entitlements prorated.
- For purposes of progressing through the vacation schedule ten (10) month employees shall be credited with twelve (12) months service.
- 17.18 A Board shutdown the last week of July and the first week of August will apply to CUPE Local 1480 staff with the exception of the Capital Project Coordinator and employees needed at eight (8) sites at either the elementary or secondary level.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.01 The Employer may grant leave of absence without pay to an employee for any reason which is regarded by the Employer as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons and forwarded to the appropriate Area Supervisor for recommendation. The request will then be forwarded to Human Resources Support Staff for final approval. A leave of absence shall not be taken without first obtaining the formal approval

of the Employer. During the period of the leave without pay, provided that it exceeds one month, the Employee shall pay the premiums contained in Articles 21.02, 21.03, 21.04, and 21.05 where applicable.

- 18.02 The extension of any leave of absence granted by the Employer beyond its date of expiry shall be at the sole discretion of the Employer.
- 18.03 Leave of absence without pay shall be granted upon written request by the Union to the Employer at least two (2) weeks in advance of the start of such leave to attend a Union convention, Union Education Seminar or other Union business. Such leave of absence shall not exceed a total of one hundred (100) person days in any one calendar year. In addition the Parties agree that in respect to the administration of this clause for the life of this Agreement, nothing prevents the Board from granting additional days over and above the number of days stated in the clause. It is also understood that upon such a request from the Union, such leave shall not reasonably be denied.
- 18.04 Leave of absence without loss of pay will be granted to an employee upon written request up to a maximum of five (5) working days in case of death of an employee's spouse, child, mother or father.
- Leave of absence without loss of pay will be granted to an employee upon written request up to a maximum of three (3) working days in the case of death of employee's step mother, step father, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparents or grandchild, daughter-in-law or son-in-law.
- During the employee's actual vacation leave, should he/she become eligible for bereavement leave as covered in this Article, he/she shall be entitled to an additional equal number of vacation days to equal the days lost for such bereavement leave in accordance with this Article.
- 18.05 The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without loss of seniority and without pay so that employees may be candidates in a federal, provincial or municipal election.

Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated or who is elected to public office, shall be granted leave of absence without loss of seniority, by the Employer, for a period of up to one year. Such leave shall be renewed each year, on request, during the term of his/her office. The total consecutive years of leave shall not exceed five (5) years of absence.

18.06 One (1) day leave shall be granted without loss of salary or wage to attend a funeral as a pallbearer.

18.07 The Employer shall grant leave of absence without **loss** of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

18.08 **PARENTAL LEAVE**

Upon written request, leave of absence without pay and without loss of seniority shall be granted for parental leave to a maximum of fifty (52) weeks. The employee returning to work after parental leave shall provide the employer with at least two (2) weeks notice. On return from parental leave, the employee will be placed in his/her former position. If his/her former position should become redundant during parental leave, she would then be placed in a position consistent with the seniority provisions of this agreement. Once an employee has started his/her parental leave, he/she shall not be eligible for sick leave benefits, except as covered under Article 19.11 a) or 19.11 b).

During the period of parental leave, up to fifty (52) weeks, the Employer agrees to continue paying the Employer's share of the benefits contained in Articles 21.02, 21.03, 21.04, and 21.05 where applicable.

While an employee is on parental leave, the replacement procedure shall be as follows subject to Article 12 which takes precedent:

The senior employee with that department or school, provided the person has sufficient ability to perform the job, shall be given the opportunity of performing that job during the parental leave. The above procedure shall be done in a reasonable and logical fashion. At no time shall a vacancy be posted that occurs as a result of an employee going on parental leave.

If an employee on parental leave decides not to return at the end of his/her leave, that position shall then be posted as a regular position.

Notwithstanding the other provisions contained in Article 18.08, the Employer agrees that, as soon as possible after the signing of this collective agreement, they shall enter into an agreement with the Human Resources Development Canada Employment Insurance Supplemental Unemployment Benefit Plan to provide that an employee on leave of absence as set out above and who is in receipt of Employment Insurance Parental Benefits pursuant to Section 22 of the Employment Insurance Act, S.C. 1996, shall be paid by Supplemental Unemployment Benefit Plan. That Benefit will be equivalent to the difference between 75% of the employee's regular earnings and the sum of weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub, as proof that he/she is in receipt of Employment Insurance Parental Benefits, and shall continue while the employee is in receipt of such benefits to a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her **last** day worked, prior to commencement of the leave, times her normal weekly hours.

It is understood by the Parties that the terms and entitlements applicable to Parental Leave under the Ontario Employment Standards Act and the Canada Employment Insurance Act shall apply. As clarification it is noted that adoption is within the framework contemplated by Parental Leave under the above legislation. Specifically, in the event of a split in leave, benefits as

contemplated in the second paragraph shall apply.

- 18.09 Employees shall be allowed three (3) consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.
- 18.10 Compassionate Leave may be granted for compassionate reasons which are unavoidable or extraordinary. Compassionate Leave also may be granted for parental reasons which are unavoidable and are directly related to the emergency care of the employee's children not older than seventeen years. Babysitting problems do not qualify as parental leave.

Compassionate Leave, to a total of five (5) days per year, may be granted at the discretion of the Employee Relations Advisor - Support Staff in consultation with the employee's Supervisor. A year is defined as July 1 to June 30 for compassionate leave entitlement and record keeping.

Days for which Compassionate Leave is granted are not deductible from short term sick leave.

Compassionate leave is not cumulative.

18.11 **X/Y LEAVE PLAN (SELF FUNDED LEAVE)**

The X/Y Leave Plan forms part of this agreement and is attached as schedule X. (Note: Deadline for application is January 15)

- 18.12 The Employer agrees that paternity leave of up to five (5) days with pay shall be granted to new fathers on request.
- 18.13 The Employer agrees that the Local Union President, or designate, may be absent from work up to one hundred (100) days per year for the purpose of taking care of Local Union business with the understanding that the Union will give as much notice as possible prior to the actual absence.

The Employer further agrees that the employee will be paid their normal day's wages, benefits will be continued, and that the Local Union shall be billed for the amount of monies paid to the employee or on behalf of the employee and the Employer shall

be reimbursed immediately for any cost.

- 18.14 When specifically requested by the Union the Employer agrees to grant an unpaid leave for the Local President for one-half ($\frac{1}{2}$) of each of his/her scheduled work days for the purposes of attending to Local Union business and to provide improved availability to deal with matters which require discussion with the Employer.
- 18.15 The necessary time (up to one (1) day maximum) is granted for an employee to attend his/her own graduation ceremonies, or those of his/her own son, daughter, husband or wife, from a secondary or post-secondary institution.
- 18.16 The Employer agrees that an employee who may be involved in a school closure due to inclement weather which affects students in their work area will not suffer any **loss** of wages for that portion of the shift remaining. Should weather clear before the next shift is scheduled to commence, employees on that shift will be expected to work.

ARTICLE 19 - SHORT TERM SICK LEAVE PLAN

- 19.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act. A deduction shall be made from sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined herein. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, but less than a full day, shall be deducted as one-half ($\frac{1}{2}$) day.

An employee will report an absence to the voicemail of the appropriate Area Supervisor within at least one (1) hour prior to normal starting time, but shall endeavour to report as soon **as** possible.

- 19.02 All regular full-time employees and part-time employees on continuous employment longer than three (3) months, shall be eligible for benefits.

19.03 a) The Employer agrees to contribute one hundred percent (100%) of the cost of the Short Term Sick Leave Plan.

b) Benefits of Short Term Sick Leave Plan as outlined below would commence on the first day of disability due to accident or sickness and would be payable for up to seventeen (17) weeks.

Length of Service	100% of Salary	75% of Salary
Less than 3 months	0 working days	0 working days
3 months but less than 1 year	5 working days	80 working days
1 year but less than 2 years	10 working days	75 working days
2 years but less than 3 years	15 working days	70 working days
3 years but less than 4 years	20 working days	65 working days
4 years but less than 5 years	25 working days	60 working days
5 years but less than 6 years	35 working days	50 working days
6 years but less than 7 years	45 working days	40 working days
7 years but less than 8 years	55 working days	30 working days
8 years but less than 9 years	65 working days	20 working days
9 years but less than 10 years	75 working days	10 working days
Over 10 years	85 working days	0 working days

(Excluding Legal Holidays)

c) An employee will not be entitled to more 100% paid days in the period July 1 to June 30 annually than are listed above according to an employee's length of service.

d) Full entitlement to sick days paid at one hundred percent (100%) of regular earnings shall be restored each July 1st for employees at work contiguous to that day and upon the first date of return to work following July 1st for employees who are on sick leave.

e) If an employee runs out of one hundred percent (100%) weeks, there will always be up to seventeen (17) weeks of disability coverage at seventy-five percent (75%) of earnings, for every unrelated disability due to accident or sickness. A related disability would be considered an unrelated disability if an employee returns to work on a full time basis for at least twenty (20) days.

f) For any illness or disability, the combination of one hundred percent (100%) and seventy-five percent (75%) paid days shall always total seventeen (17) weeks of available paid sick leave.

19.04 Any absence of three (3) consecutive working days, or for one (1) working day prior to or following a paid holiday or annual leave which is to be charged as sick leave, must be supported by a certificate from an appropriate licensed medical practitioner, approved and paid for by the Board, stating that the employee was unable to perform his/her duties and indicating the probable duration of illness.

19.05 In all cases of prolonged illness, a certificate from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying to the illness of the employee, may be required monthly before any payment for short term sick leave is made.

The Employer may, at any time, request an employee to submit a certificate of health signed by an appropriate licensed medical practitioner, approved and paid for by the Employer.

19.06 More than six (6) days of uncertified absence within the sick leave year (July 1 - June 30) shall be charged as sick leave without pay.

19.07 The elimination/qualifying period for Long Term Disability is seventeen (17) weeks of continuous disability.

19.08 When an employee has exhausted benefits under the Short Term Sick Leave Plan, he/she will cease to receive any salary payments. The employee shall receive any holiday pay due to him/her at the time he/she ceases to receive any salary payments. Continuation of benefit coverage is covered under Article 21 - Welfare Benefits.

19.09 An employee, with seniority, who has been removed from payroll for a period not exceeding six (6) months because of an illness or injury, will be reinstated in his/her former position with no loss of seniority provided that upon his/her return to work he/she provides an acceptable physical examination report from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying that he/she is physically capable of performing the duties of that position.

An employee who has been removed from payroll due to illness or injury for a period exceeding six months but not exceeding 2 consecutive years may be re-employed to a vacant position to which the employee is capable and qualified to perform. Should no vacancies exist, the returning employee shall be placed into a

position that he/she is capable and qualified to perform that is held by one of the five least senior employees of the Bargaining Unit. An employee who has been unable to perform his/her duties due to illness or injury for a period exceeding two (2) consecutive years will not be considered for re-employment unless the employee provides an acceptable physical examination report from a licensed physician, certifying that he/she is physically capable of performing the duties of a position or a modified position in which case they may be considered for a vacant position.

It is therefore understood that should an employee be unable to perform his/her duties due to illness or injury for a period exceeding twenty-three (23) months, the Limestone District School Board will send a letter to the employee's last known address inquiring whether the employee would be able to return to work and what, if any, reasonable accommodation the employee would require in order to be able to return to work prior to the twenty-four (24) month period or shortly thereafter.

The Employer agrees that the Union will be consulted with respect to any return to work plans in relation to members returning on modified work and that such participation will be from the initial stages through to the conclusion.

Both parties recognize any rights pursuant to the provisions of the Ontario Human Rights Code prevail over any provisions in this article in the event of conflict.

- 19.10 Should the Employer feel that an employee is abusing his/her sick leave privileges, the Employer may notify the employee in writing of their feelings toward his/her sick leave record with a copy to the Union.

Should the Employer feel that as a result of the above letter there has been no improvement or they are still not satisfied, then they may send the employee a letter requiring that to be eligible for future sick leave payment he/she must have a medical certificate signed by an appropriate licensed medical practitioner, approved and paid for by the employer.

19.11a) Former Lennox and Addington County Board of Education

CUPE Employees Former Local 1558 Cumulative Sick Leave and Retirement Gratuity Plan

Employees hired before April 23, 1986, shall have their sick leave bank reduced by fifty percent (50%), frozen and set aside for the purposes of sick leave payout, recognizing that the sick leave plan covered in this article would be effective October 1, 1999. Should an employee be given leave without pay for any reason, or laid off on account of lack of work and returns to work upon expiration of such leave of absence or layoff, he/she shall retain his/her frozen sick leave bank, if any, existing at the time of such leave or layoff provided he/she has not already received a sick leave payout.

b) Former Frontenac County Board of Education CUPE Employees - Sick Leave Payout

Employees hired before July 1, 1997 and who have not accepted and received a sick leave payout, shall have their sick leave bank reduced by fifty percent (50%), frozen and set aside for the purposes of sick leave payout, recognizing that the sick leave plan covered in this article would be effective July 1, 1997. Should an employee be given leave without pay for any reason, or laid off on account of lack of work and returns to work upon expiration of such leave of absence or layoff, he/she shall retain his/her frozen sick leave bank, if any, existing at the time of such leave or layoff provided he/she has not already received a sick leave payout.

- 19.12 Frozen sick leave credits will be payable upon termination, death (pursuant to 19.15), or retirement because of age, illness or pension or if an employee loses seniority in accordance with Articles 11.04 (f), 11.04 (g), or 11.04 (h) at his/her rate of pay just prior to the time of payout, subject to the following.

SEVERANCE PAY - an employee who severs employment with the Employer shall be entitled to the following payout from his/her frozen sick leave bank at his/her rate of pay just prior to his/her severance and in accordance with the following:

An employee with over ten (10) years of service but less than fifteen (15) years service shall receive payout of his/her frozen sick leave up to a maximum of thirty (30) working days.

An employee with fifteen (15) years of service but less than twenty (20) years service shall receive a payout of his/her frozen sick leave up to a maximum of sixty (60) working days.

An employee with over twenty (20) years of service shall receive a payout of his/her frozen sick leave up to a maximum of one-half ($\frac{1}{2}$) years salary.

- 19.13 Employees who, as at the signing of this agreement, have frozen sick leave credits, and the amounts thereof, as described in this article are listed in schedule "x" which is distributed to the employees concerned and which is not appended to, yet nevertheless forms part of this agreement.

The parties agree that the frozen sick leave credits are fully vested in the individual employees and as such may not be in any way diminished, cashed out, removed, or altered without the express individual consent of the employee and that the parties to this agreement expressly agree not to make any proposal in relation to the renewal of this agreement that would operate to render this article (19.13) inoperable.

The parties further agree that in the event that any legislation is introduced which may have as a consequence the alteration of the above provisions relating to sick leave credits, that the employees will be offered an alternative so as to ensure that the rights and benefits attached to the frozen sick leave credits are not in any way diminished, and that such actions as are necessary are implemented prior to any effective date proposed in the legislation.

- 19.14 The Retirement Gratuity shall be paid in one instalment, or at the employee's request two equal instalments commencing in the calendar year following the employee's retirement or by such other instalments agreeable to both parties.
- 19.15 If an employee dies before receiving the full amount of his gratuity, then the balance shall be paid to his estate. In the event of the death of an eligible employee, the deceased's estate shall receive the amount calculated in 19.12.

ARTICLE 20 - PAYMENT OF WAGES AND SALARIES

- 20.01 The Employer will pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day, each employee will be provided with an itemized statement of his/her wages and deductions.
- 20.02 If an employee is temporarily assigned to an occupation having a higher pay classification than that for which the employee is assigned, then the employee shall be paid the higher rate of pay attributable to the classification to which he/she is assigned, from the date the assignment begins to the date when the employee is transferred back to the original classification. When a caretaker takes over as a head caretaker he/she shall receive a higher rate of pay. The temporary period shall be defined as any period consisting of one or more work weeks.
- 20.03 a) A caretaker required by the Employer to use his/her own car to drive to a designated place of employment other than his/her base shall be paid mileage in accordance with the Board's policy.
- b) With an advance notice of one (1) day, maintenance employees assigned to a place of work other than the place of work previously assigned and when the distance is greater than from his/her residence to the maintenance shop, will be paid for the additional mileage as per Article 20.03 a) and c). The additional mileage will be recorded by the employee and submitted to the Maintenance Supervisor.
- c) An employee required by the Employer to use his/her car to carry Employer materials shall receive an additional five cents (\$.05) per kilometre.
- 20.04 When an employee is advised that he/she is "on call", that is, immediately available by direct telephone contact, he/she shall be paid two (2) hours' pay per day at his/her straight time rate. All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 15 of this agreement.
- 20.05 The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself/herself to perform his/her job. Payment shall be made on registration in the course. Employees, unilaterally withdrawing from

a course prior to its completion, will reimburse the Employer for the cost of the tuition.

20.06 FLOAT CARETAKERS- Appendix "A" contains the wage rate for Float Caretakers and it is understood that employees who fill the positions for Float Caretakers shall not be covered by Article 14.04. The Employer may appoint Float Caretakers to an area consisting of the family of schools as defined for academic purposes, except for Sydenham and Sharbot Lake family of schools. Assignments within an area shall be within a reasonable proximity and shall be made by the Operations Supervisor in Facility Services . If they are required to work in a school outside their assigned area, they shall be paid mileage in accordance with the following:

- a) either the shortest distance between his/her family of schools and the school he/she is working at, or
- b) the distance from his/her home to the school he/she is working at, whichever distance is the shorter.

The Union shall be supplied with a list of Float Caretakers and their assigned schools.

ARTICLE 21 - WELFARE BENEFITS

21.01 In addition to the Canada Pension Plan each employee shall join the Ontario Municipal Employees' Retirement System.

21.02 The Employer shall pay 100% of the cost of the premium for the following:

- a) Ontario Health Insurance Plan
- b) Liberty Health Plan for semi-private hospital care
- c) Liberty Health Extended Health Care: - \$20 deductible, family
- \$10 deductible, single

Effective July 1, 1997:

- Liberty Health Extended Health Care - \$40 deductible, family
- \$20 deductible, single

Coverage for prescription drugs will be adjusted to exclude all over-the-counter-drugs except life sustaining (Formulary Three).

d) Vision Care

Maximum amount is \$200.00 per 24 consecutive months.

If an employee is laid off, the Employer agrees to continue paying its share of the premium covered in this Article for a period of up to one year from date of lay-off, or until the employee is recalled or until the employee finds alternate employment, provided he/she meets the following requirements:

- a) he/she notifies the Employer immediately of his/her intention to carry the plans; and
- b) he/she provides the Employer with the money needed to cover his/her share of the cost prior to the regular billing date.

21.03 In addition, the Employer agrees to pay 100% of the cost of the premium for the existing Group Life Insurance Plan.

21.04 The Board will pay 100% of the premium established for Liberty Health Dental Plan No. 9 (current year ODA Schedule of Fees less one year effective each July 1st)

Effective July 1, 1997 the current plan shall be amended so that the following procedures shall be eligible for reimbursement once every nine (9) months for adults and six (6) months for children under the age of eighteen (18):

- Recall Oral Examinations
- Prophylaxis (scaling plus polishing)
- Preventive Recall Packages
- Fluoride Treatment

21.05 **Long Term Disability**

- a) Employees who are enrolled in the Long Term Disability Plan (L.T.D.) shall pay the full premium cost for the L.T.D. plan which includes a qualifying period of seventeen (17) weeks and a benefit level of 60% with a maximum benefit of \$2,000 per month.
- b) The Board shall add to the earnings monthly of each employee

an amount equivalent so as to yield an after tax amount equal to 100% of the billed monthly premium of the L.T.D. plan.

- c) Employees hired by the Board after January 1, 2000 shall pay the full premium cost for the L.T.D. Plan. Paragraph 21.05 (b) will not apply to employees hired after January 1, 2000.

21.06 The employer agrees that ten month employees who are enrolled in the benefits contained in Articles 21.02, 21.03, 21.04 and 21.05 shall be entitled to carry those benefits during the summer months that they are not working with the understanding that the employer will pay its share of such benefits as detailed in the above articles and the employee shall pay their share. The employees shall pay their share prior to the start of their absence.

21.07 It is agreed that any and all accrued premium rate reductions realized by the employer from the E.I.C. rebate (5/12ths) will be retained by the employer, which have been applied to the benefits in this article.

21.08 An employee who is absent from work and covered by Workplace Safety Insurance Board shall, upon written request, be entitled to continue to participate in all of the benefits which the employee might choose from the Collective Agreement in effect between the Union and the Board, for a period of up to two (2) years. The Board agrees to continue to pay its share of the applicable premiums, provided the employee contributes his/her share of the premiums. Such continuance is dependent upon satisfying the carrier's conditions.

An employee who retires onto the Board pension plan prior to age 65 shall, upon written request, be entitled to continue to participate in all of the benefits which he/she might choose from the collective agreement in effect between the Union and the Board, until he/she reaches the age of 65. The Board agrees to continue to pay all applicable premiums, provided the employee reimburses the board in full. The employee agrees to provide the Board with post-dated cheques in advance, on an annual basis, for all benefits he/she chooses to continue. Such continuance is dependent upon satisfying the carrier's conditions.

When an employee has exhausted benefits of the Short Term Sick Leave Plan, he/she shall, upon written request, be entitled to

continue to participate in all of the benefits which he/she might choose from the Collective Agreement in effect between the Union and the Board, for up to six (6) months following the expiration of his/her sick leave bank. The Board agrees to continue to pay its share to the applicable premiums, provided the employee contributes his/her share of the premiums. Such continuance is dependent upon satisfying the carrier's conditions.

An employee who is in receipt of benefits from the Long Term Disability Plan shall, upon written request, be entitled to continue to participate in all of the benefits which he/she might choose from the Collective Agreement in effect between the Union and the Board, until he/she reaches age 65. The Board agrees to continue to pay all applicable premiums, provided the employee reimburses the board in full. The employee agrees to provide the board with post-dated cheques in advance, on an annual basis, for all benefits he/she chooses to continue. Such continuance is dependent upon satisfying the carrier's conditions.

Continuance of coverages referred to in Article 21 as listed above is dependent upon the employee meeting the following requirements:

- a) he/she must notify the Board in advance, in writing of his/her intentions to continue coverages, and
- b) he/she provides the Board with the money needed to cover his/her share of the applicable benefits prior to the required billing date(s).

ARTICLE 22 - UNIFORMS AND PROTECTIVE CLOTHING

22.01 The following will establish the annual uniform issue required of the Employer at the employee's request:

Maintenance. Bus Drivers, Courier/Warehouse Employees:

- a) 3 pairs of trousers and 3 shirts or
- b) 5 pairs of trousers

Operation Employees:

Male - 2 shirts and 2 pairs of trousers in the odd years (i.e.: 1989)
3 shirts and 3 pairs of trousers in the even years (i.e.: 1990), and to all new employees in their first year of employment.

Or 3 pair of trousers in the odd years
Or 5 pair of trousers in the even years

Female - 2 pant suits in the odd years (i.e.: 1989)
3 pant suits in the even years (i.e.: 1990), and to all new employees in their first year of employment.

Cafeteria Assistants:

2 uniforms appropriate to food services in the odd years (i.e.: 1989)

3 uniforms appropriate to food services in the even years (i.e.: 1990) and to all new employees in their first year of employment.

1 pair of anti-slip safety shoes to be replaced thereafter.

The Employer agrees to provide Maintenance employees and Operation employees C.S.A. approved safety shoes or boots of good quality and shall reimburse (upon proof of purchase) to a maximum of one hundred dollars (\$100.00) each calendar year. The Employer will endeavour to provide all uniforms in September of each year.

22.02 The Employer agrees that female employees may choose smocks instead of pant suits which are listed in Article 22.01.

22.03 The Employer shall continue to supply to the Maintenance Persons, safety lined winter boots, snowsuits, and rainsuits if required.

The Employer will make available at the Maintenance Shops insulated coveralls for the use of maintenance employees who are required on occasion to perform work out of doors.

22.04 It is agreed that the employees will wear the uniforms and safety shoes or boots supplied by the Employer at all times when on duty. It is further agreed that employees may, at their option, wear CUPE shirts as provided through the Union and which have been reviewed as to any crests, logos, lettering, etc. by the Employer in advance and in respect of which permission is granted.

22.05 The Employer will make available a good quality pair of non-prescription safety glasses (not plastic goggles) to employees as required to ensure proper eye protection.

- 22.06 It is agreed that two (2) representatives of Local 1480 shall meet with the appropriate members of Management to see the quality of the uniforms detailed in Articles 22.01 and 22.02 the safety shoes detailed in Article 22.01, and non-prescription safety glasses detailed in Article 22.05 prior to their purchase. The parties agree that a sincere attempt should be made to reach an agreement on which tender should be accepted prior to the actual purchase.

ARTICLE 23 - GENERAL

- 23.01 When any position not covered by Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration.

During the period the parties are unable to agree on a rate or an Arbitrator rules, the Employer may post the job at the rate they proposed and fill the position with the notation on the posting that the rate is under review. Any increase resulting from a decision with respect to a final job rate shall be made retroactive to the initial date of dispute.

- 23.02 The Employer agrees that the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 23.03 The Employer shall supply all tools and equipment required by employees in the performance of their duties.
- 23.04 The Union and the Employer wish that every employee become familiar with the provisions of this agreement and his/her rights and duties under it. For this reason, the Employer shall print sufficient copies of the agreement in a union shop within thirty (30) days of signing. The cost of such printing shall be shared equally between the Union and the Employer.
- 23.05 The parties agree that the system for staffing schools will be based on a square footage model as outlined below. The parties agree to staff system wide based on 20,000 square feet per full-time equivalent staff.

The parties agree that under the new system, Building Codes, Fire Codes, Ministry of Health Directives, and Health and Safety Legislation will be adhered to and any requirements under the Board's Building Mechanical Safety and Operating Manual will be met.

The parties agree that a Staffing Committee will be struck immediately upon ratification of this agreement and shall have equal representation from both the Union and the Board. The Board and the Union shall each appoint their own representatives. This committee shall oversee the implementation of the new system of staffing through input into the weighting factors, implementation of initial and periodic redeployment, and the identification of other working conditions related to the implementation of the new system.

The Employer agrees that the community use of schools program, for activities which are not student related, shall end at 10:15 p.m. with any extensions to this subject to overtime. Community use set-up, tear-down, or clean-up, billable to the user, shall be deemed overtime.

The Employer agrees that the Formula 4 system which was established by the parties is agreed to and forms part of this agreement.

The Formula 4 system was established to work out a formula of staffing as a result of school rentals and community use of schools as it affects members of Local 1480. The guidelines used by the parties are as follows:

- (1) that when a school is used by other than regular school use the employees shall be allotted the appropriate time necessary to clean the premises so that the building is in the same condition it would have been had there been no outside function.
- (2) regular use of schools shall mean from 8:30 a.m. to 4:30 p.m.

23.06 The Employer agrees that no employee shall be laid off or have their hours reduced due to contracting out of work presently performed by members of the bargaining unit.

The Employer shall give the Union thirty (30) calendar days' notice of any technological change. During the notice period, the Employer will meet with the Union to explain the technological change and discuss any effects it will have on the employees, with a view to minimizing such effects.

- 23.07 Maintenance employees, who are called out to work between 4:00 a.m. and 8:00 a.m. shall be allowed one (1) hour with pay for breakfast. All other employees who are called out to work between 4:00 a.m. and 6:30 a.m. shall be allowed one (1) hour with pay for breakfast.
- 23.08 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 so requires.
- 23.09 The Union and Employer agree that personal information regarding an employee acquired through the Employee Assistance Programme shall not be used by an employee, the Union, or the Employer for discipline, grievance, or arbitration purposes or procedures.
- 23.10 The Employer agrees that any employee (with one (1) day's notice) shall have the right to review his/her personnel file, in the presence of a member of the Human Resources Department, during normal working hours. Such request shall not be made with unreasonable frequency.
- 23.11 **WORKPLACE HARASSMENT**

The employer recognizes that no employee shall be subject to workplace harassment. Workplace harassment shall be as defined by the Ontario Human Rights Code and shall include sexual orientation as a prohibited grounds of discrimination. If the employer decides a transfer is necessary because of an incident or incidents considered to be workplace harassment, the employee who has been harassed shall not be transferred against his/her will.

- 23.12 The Employer agrees that no employee shall be laid off or have their hours of work reduced as a result of a position, school, or workplace becoming bilingual.

23.13 The Memorandum of Agreement regarding qualifications for Head Caretakers - Elementary School, Head Caretakers - Secondary School shall form part of this agreement. Head Custodians of this Board who were employees of the predecessor Lennox and Addington County Board of Education at the signing of this Agreement, are "grandparented" and are not in any way affected by the Memorandum referred to herein.

23.14 It is agreed between the Parties that for the life of this agreement, that existing letters, memoranda or written agreements shall continue to remain in effect insofar as they might provide for an understanding or agreement in respect to the interpretation, administration or application of the Collective Agreement. It is further agreed between the Parties that during the life of this Agreement a schedule shall be developed which shall list the aforementioned letters and memoranda and only those that are on the schedule and specifically renewed shall have force and effect in respect to subsequent Collective Agreements.

The parties agree that Caretaker replacement shall be determined by the Board as required to meet the standards of maintenance and cleanliness that it deems to be acceptable.

The responsibility for securing the replacement or not shall be solely vested in the management of the Board and shall not be a responsibility of any bargaining unit member.

It is understood that where a replacement has not been provided there may be a reduced level of maintenance/cleaning and **as** such there will not be an expectation on the remaining caretakers to deliver more than the usual daily workload, although specific tasks may be reassigned by the supervisor.

For the 1999/2000 school year the parties agree that they shall jointly review Caretaker replacement practices on a quarterly basis. This practice shall continue on a semi-annual basis in future years.

23.15 The parties agree that the classification of Craftsperson IV is established as a rate of pay for incumbents only. Therefore no employees other than the incumbents shall be placed in this classification.

- 23.16 The Employer agrees that any rights, privileges, or conditions of employment, including hours of work, etc. that the employees classified as Plant Project Supervisor, Plant Construction Supervisor, or Foreperson of Operations now possess, shall continue in effect unless the conditions of this agreement are equal or better than the conditions now in place.
- 23.17 The Employer shall reimburse employees the cost of medical certificates required for the renewal of Class "A" and or Class "B" and or the "Z" endorsement Licences required in the performance of their duties.
- 23.18 The Employer shall reimburse employees for the renewal of Trade Licences, and Class "A", "B", "D", or "Z" endorsement driver licences required in the performance of their duties.

ARTICLE 24 - DURATION OF AGREEMENT



Limestone District School Board

Helen M. Brown - Chair
Barry C. O'Connor - Director of Education
and Secretary
Roger Richard - Treasurer

Postal Bag 610, 220 Portsmouth Avenue
Kingston, Ontario K7L 4X4
Tel: (613) 544-6920 Toll Free: 1-800-267-0935
Fax: (613) 544-6804
www.limestone.on.ca



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is collective agreement shall become effective September 1, 2000 and shall remain in effect until August 31, 2002, and shall continue in force from year to year thereafter unless either party gives notice to the other party hereto of a desire to terminate or amend this agreement. Such notice shall be given in writing by the party giving notice not earlier than ninety (90) days and at least thirty (30) days before the expiry date of this agreement or any subsequent anniversary date of which this agreement remains in force.

24.02 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the term of this agreement.

FOR LIMESTONE DISTRICT
SCHOOL BOARD

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2001.

Limestone District School Board

Helen M. Brown – Chair
Barry C. O'Connor – Director of Education
and Secretary
Roger Richard – Treasurer

Postal Bag 610, 220 Portsmouth Avenue
Kingston, Ontario K7L 4X4
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www.limestone.on.ca



LETTER OF INTENT

January 24, 2001

Mr. Doug Stevenson
President, CUPE Local 1480

Dear Doug:

This letter hereby confirms the Board's commitment to provide **SAS** and Trillium Training for those Employees interested. Training sessions will be advertised throughout the system so that interested employees will be aware of the training sessions being offered.

The training for **SAS** and Trillium (when applicable) will be available as soon as possible so that employees have an opportunity to train prior to the posting of any subsequent Office Manager positions which are anticipated at the time of the signing of this agreement. No postings will be delayed by the operation of this letter.

Sincerely,

Roger H. Richard
Superintendent of Finance

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

Shift Lead Hand Positions

In association with article 14.04, the parties agree that, incumbents in Shift Lead Hand positions at each secondary school site as of the signing of this agreement shall be grandparented with the current practice of working a rotating shift schedule (both day and night) as long as he/she remains in the position. Should either incumbent vacate one of the positions, the rotating schedule will continue, however the posting for the vacated position will clearly indicate that the position will be a night shift position once the grandparented incumbent vacates his/her position.

**FOR LIMESTONE DISTRICT SCHOOL
BOARD**

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1480**

Signed the ____ day of _____, 2001.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND**

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480

Security Guards (NDSS/ESS)

The parties agree that during the term of this agreement a committee will be formed and include the following members: 2 representatives from administration, the principals of the 2 respective schools, and appropriate representatives from the community groups. They will meet to examine the options and opportunities that might accompany a switch from the former L&A practice to the former Frontenac practice with respect to the Community Use of Schools at NDSS and ESS. The clear intent is to move towards the former Frontenac practice, however, it is understood that there may be a grandparenting element and/or special consideration included in the final resolution of this issue.

The employer agrees that the use of security guards will be strictly limited to the current two sites, that is Napanee District Secondary School Complex and Ernestown Secondary School complex. It is hereby agreed that the employer shall not expand the use of security guards to any other school in the system.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2001.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

Re: Automobile Insurance

The Board agrees to investigate options available to enable it to obtain insurance policies providing that they are first payer in respect to insurance payments arising out of employee use of their own automobile for Board business.

Said investigations should include written responses from the Ontario School Board's Insurance Exchange and legal counsel for the Board.

All written responses and other information shall be shared with the Union forthwith.

FOR LIMESTONE DISTRICT SCHOOL
BOARD

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2001.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480**

The parties agree that during the term of this agreement they will meet to examine the options and opportunities that might accompany a switch to employee paid LTD premiums. The Union may then at its sole discretion canvass the membership so as to be in a position to understand the members views on said options. The matter will be reviewed during the next negotiations.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2001.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480
Summer Student Staffing - Caretaker/Maintenance**

STAFFING COMMITTEE

The parties agree that through the Staffing Committee, the parties will jointly develop an allocation model for summer students.

The parties further agree that representatives designated by the Union shall participate by providing input at each stage of the hiring process for summer students.

The Union recognizes that the final selection is the sole and exclusive right of the Board.

This Memorandum of Agreement forms part of the collective agreement and accordingly any disputes in relation thereto may be referred to the grievance procedure.

FOR LIMESTONE DISTRICT SCHOOL BOARD

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2001.

MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 1480

The parties agree the Union will be provided with a copy of all WSIB Form 7's that are filed with the WSIB.

The parties agree that a joint committee shall be continued for the purpose of facilitating re-employment and return to work for employees who have been absent due to illness or injury covered by the Workplace Safety and Insurance Act or the LTD plan.

The committee shall be referred to as the Reinstatement Committee and all members shall have access to the information available from time to time as released by the WSIB, or the treating physician(s), and as specifically authorized by the employee seeking a return to work, as well as all information available to the Employer in respect to the availability of positions or accommodation measures.

This agreement forms part of the collective agreement and accordingly any disputes in relation thereto may be referred to the grievance procedure.

FOR LIMESTONE DISTRICT
SCHOOL BOARD

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2001.

CASUAL EMPLOYEES

Definition: Casual employees are employees hired for a specific term which is to cover the absence of a regular employee.

In accordance with Article 23.02 of the current Collective Agreement between The Frontenac County Board of

Education and the Canadian Union of Public Employees and its Local 1480, and

In accordance with a request filed on July 17, 1980 by the President of C.U.P.E. Local 1480 that the Parties meet to negotiate conditions and rate of pay for casual employees.

Therefore, both Parties agree that the following conditions shall apply to casual employees and that the current Collective Agreement shall be deemed to incorporate this agreement.

1. The hiring of a casual employee will not be used to circumvent job postings or the recall of a regular employee from layoff.
2. Casual employees shall not be hired to work in positions or on shifts for which any Union member in the existing job location (i.e.: school) wishes to work.
3. Wages for casual employees shall be in accordance with Appendix 'A' to the Collective Agreement.
4. Casual employees shall not be eligible for employee benefits covered under Articles 19, (Sick leave) or Article 21 (Welfare Benefits) of the current Collective Agreement, but they shall receive a nine percent (9%) payment in addition to their regular wages in lieu of such benefits. Casual employees shall not be eligible for payment covered under Article 16 (Paid Holidays), but they shall receive a three percent (3%) payment in addition to their regular wages in lieu of such benefit.
5. Casual employees shall be paid 4% of their gross earnings in lieu of vacation entitlement.
6. Casual employees shall pay Union dues.
7. The employment period for a casual employee shall not be less than one week nor shall it be longer than one year. It is recognized that at the expiration of the required replacement period and before the expiration of the

minimum of one week, the casual employee may be moved to another location(s).

Effective September 1, 1989, the one (1) week period referred to above shall be amended to read one (1) day for operational employees only. The five (5) day period shall continue for maintenance employees.

8. Casual employees shall not accrue seniority except as defined in paragraph 9. When selecting employees under Articles 12.03 and 12.04 of the Collective Agreement, applications from casual employees will not be eligible for consideration; they will be treated as outside applicants for positions not filled by regular employees.
9. When a person who has been a casual employee becomes a regular employee, seniority shall be so dated as to give credit for the total number of days that person has worked as a casual employee. The probationary period for such a new regular employee shall be as stated in the collective agreement, Paragraph 1 ■02
10. The Union shall be notified in writing of the names and term of employment for all casual employees.
11. Casual employees shall be specifically covered by only the following Articles of the collective agreement: all of Article 1, 4.02, 4.03, 14.01, 14.02, 14.05, 15.01, 15.02, 15.04, 18.09, and 23.03.

MEMORANDUM AGREEMENT BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 1480

The Purpose of this Memorandum agreement is to establish wage adjustment for Head Caretakers in Secondary and Elementary Schools over and above those listed in Schedule "A", and further to establish criteria for promotions to the position of Head Caretaker - Elementary and Secondary school.

Head Caretaker - Elementary School

Promotions to Head Caretaker - Elementary School will require, in addition to the requirements listed in the existing position description, completion of three (3) Seneca College or St. Lawrence College Building Systems Management Program courses (or recognized equivalent) as follows:

SM51 Building Systems Heating

SM55 Building Systems Control

SM62 Energy Management

SM53 Air Handling and Preventative Maintenance

Each credit the employee possessed at the time of promotion shall increase the hourly rate listed in Schedule "A" by twenty-four cents (\$.24) per hour.

Notwithstanding the above, any Head Caretaker - Elementary School who possesses any of the courses referred to for Head Caretaker - Elementary School shall receive, over and above the wages listed in Schedule "A", twenty-four cents (\$.24) per hour for each course completed to a maximum of seventy-two cents (\$.72) per hour.

Head Caretaker - Secondary School

Promotions to Head Caretaker - Secondary School will require, in addition to the requirements listed in the existing position description, completion of four (4) Seneca College or St. Lawrence College Building Systems Management Program courses (or recognized equivalent) as follows:

SM51 Building Systems heating

SM55 Building Systems Control

SM62 Energy Management

SM53 Air Handling and Preventative Maintenance

Each credit at the time of promotion shall increase the hourly rate listed in Schedule "A" by twenty-four cents (\$.24) per hour.

Notwithstanding the above, any Head Caretaker - Secondary School who possesses any of the courses referred to for Head Caretaker - Secondary School shall receive, over and above the wages listed in Schedule "A", twenty-four cents (\$.24) per hour for each course completed to a maximum of ninety-six cents (\$0.96) per hour.

Effective January 1, 1993 successful completion of any of the courses listed above shall mean at least a B grade. This provision shall not apply to employees currently classified as Head Caretakers - Elementary schools and Head Caretakers - Secondary Schools who do not possess all of the courses referred to above.

FOR LIMESTONE DISTRICT
SCHOOL BOARD

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2001.

X/Y LEAVE PLAN (Self-Funded Leave)

- a) This plan is available to employees who wish to take a leave of absence, with pay, by spreading "x" years' salary over a "y" year period. The "y" year is always the last year of the plan. "X" shall be less than "y." "Y" must not exceed seven (7) years and where an employee chooses a six (6) or seven (7) year plan, the leave must be taken in the sixth or seventh year.
- b) The parties agree to the implementation of the self-funded leave plan as outlined below.
- c) The employee shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effect on an employee's pension provisions and income tax implications.
- d) Applications shall be submitted to the Staff Review Committee whose membership shall include the following:
- a Trustee of the Board
 - a Superintendent, or designate
 - a representative from the Union
- Applications shall be considered by January 15th to begin the programme the following September. The granting of such a leave shall be governed by the following criteria:
- 1) the employee is a permanent employee with the Board;
 - 2) the employee is unlikely to be declared surplus during the term of the plan;
 - 3) the employee must declare that, except in the case of unforeseen extenuating circumstances, he/she intends to serve the Board to the end of the completion of the plan;
 - 4) the potential for programme disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
 - 5) such other criteria as considered by the Staff Review Committee to be appropriate in the individual circumstances.
- e) All leaves recommended by the Staff Review Committee shall be forwarded to the Board for their subsequent consideration. Denial by the Board shall not be considered a violation of this Agreement.
- f) In the "y" years of the plan, the employee will be paid a fraction of his/her salary equal to x/y. The remaining portion of the salary, plus allowances, will be accumulated, and this amount shall be held by the Board to help finance the year of leave. The amount of salary withheld by the Board shall be

deposited in a "trust account" for each individual at the time of regular salary payments; such "trust account" will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than a monthly basis and compounded so as to be at the highest rate paid on the institution's regular "bonus" savings account.

A ledger reference of each individual employee's contribution shall be maintained by the Board. A statement of each employee's account will be issued at the end of each school year.

- g) If the amount received by the employee during the leave is less than the accumulated amount in the employee's account, the employee shall receive the excess in payments at the employee's discretion. In no case shall the payments be made beyond December 31st of that year.
- h) During all years that the individual employee is participating in the self-funded leave plan, all employee benefits, excepting Pension or O.M.E.R.S., shall be maintained according to the Collective Agreement at a level as if the employee were being paid at 100% of his/her salary.
- i) The employee's fringe benefits will be maintained according to the Collective Agreement by the Board during the leave of absence, based on a level as if the employee was being paid at his/her normal regular salary.
- j) On return from leave, an employee shall be assigned to a position similar to that held prior to going on leave. If such a position no longer exists, the placement of the employee shall be determined by applying the appropriate sections of the Collective Agreement. Notwithstanding the above, the employee may agree to accept an alternate placement, mutually agreed upon by the Employer and the employee.
- k) An employee participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year leave not been taken, including credit for one year's seniority.
- l) Sick leave credits and vacation credits shall not accumulate during the year spent on leave.
- m) Pension deductions are to be continued as provided by O.M.E.R.S. during all years that the employee is participating.
- n) An employee may withdraw from the plan any time prior to taking his/her leave of absence provided that he/she has applied to the Staff Review Committee for withdrawal; any monies accumulated, plus interest due and payable, shall be repaid to the employee within sixty days of the notification of his/her desire to leave the plan. The monies may be deferred (interest-free) upon request of the employee, but in no case shall the deferral continue beyond December 31st of that year.

- o) Should an employee die while participating in the plan, any balance in the employee's account at the time of death shall be paid to the employee's estate. Any amount due to the Board shall be an obligation of the employee's estate and binding upon the employee's heirs, executors or administrators.
- p) All employees wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
- q) Income tax **shall** be deducted on the actual amounts received by the employee during each of the "y" years of the plan, subject to the income tax regulations in effect at that time.
- r) During the self-funded leave year, the employee may engage in such plans of education and employment as he/she chooses, except that he/she may not be employed as an employee of The Limestone District School Board.
- s) The financial aspects of this Section shall be administered by the Superintendent of Finance.
- t) In no way shall the items agreed to in this Appendix be in contravention of or have precedent over the Federal Income Tax Act or Regulations.

FOR LIMESTONE DISTRICT SCHOOL
BOARD

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2001.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND**

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1480

This letter will confirm that the Limestone District School Board agrees that no regular employee who was employed on the date of signing this agreement shall be laid off or have their hours of work reduced during the term of the negotiated agreement. This letter will be part of the collective agreement and will be effective for the life of this collective agreement.

This Letter of Understanding does not in any way whatsoever apply to attrition situations. Specifically, the Employer is not required to replace employees that retire or resign from the employ of the Board.

FOR LIMESTONE DISTRICT SCHOOL
BOARD

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1480

Signed the ____ day of _____, 2001.

APPENDIX A
CUPE 1480 WAGES AS AT SEPTEMBER 1, 2000

CLASSIFICATION	START	6MOS	1YR	2YR	MAX
Plant Construction Supervisor Plant Project Supervisor Capital Project Coordinator	23.74		24.80	25.87	26.91
Foreperson of Operations	20.18		21.09	21.99	22.90
Delivery Driver	15.09	15.51	16.17		
Caretaker (including less than 8 hour) Cafeteria Assistant II	14.94	15.35	15.76		
Float Caretaker	15.13	15.50	15.87		
Shift Lead Hand	16.24				
Head Caretaker Elementary School/ Board Office	16.29				
Head Caretaker - Secondary School	17.33				
Cafeteria Assistant	13.82				
Utility Person	15.59	16.16	16.37		
Lead Hand Bus Driver	16.70	17.17	17.85		
Bus Driver	15.97	16.42	17.07		
Craftsperson I Certified Electrician Certified Carpenter Mechanic Plumber Boiler/Burner Technician Heating, Ventilation & Air Conditioning Technician	20.37				
Craftsperson II Architectural/Design Technician Mason Locksmith	18.60				
Craftsperson III Certified Painter	18.22				
Craftsperson IV (Incumbents Only)	17.25				

Students - In accordance with the Employment Standard Act.

In the event a new position of Carpenter Lead Hand or Painter Lead Hand should be created, the rate shall be 5% greater than the base rate.

The salaries shown above will be instituted retro-actively within thirty (30) days of the signing of the new collective agreement or as soon as possible thereafter.

The parties agree that full compliance with the Pay Equity Act (including the proportional value amendment approved by the Ontario Legislature) has been adhered to and maintained and further that the wage rates outlined above reflect full compliance. The Union agrees that all adjustments necessary were paid to employees on the effective date of January 1, 1990 and proportional value adjustments were paid on September 1, 1990 and thereafter.

	1.02	1.02	1.02	1.02	1.02
Plant Construction Supervisor	23.27		24.31	25.4	26.38
Plant Project Supervisor					
Capital Project Coordinator					

Foreperson of Operations	19.78		20.68	21.56	22.45
Delivery Driver	14.79	15.21	15.85		
Caretaker (including less than 8 hour) Cafeteria Assistant II	14.65	15.05	15.45		
Float Caretaker	14.83	15.20	15.56		
Shift Lead Hand	15.92				
Head Caretaker Elementary School/ Board Office	15.97				
Head Caretaker - Secondary School	16.99				
Cafeteria Assistant	13.55				
Utility Person	15.28	15.84	16.05		
Lead Hand Bus Driver	16.37	16.83	17.50		
Bus Driver	15.66	16.10	16.74		
Craftsperson I Certified Electrician Certified Carpenter Mechanic Plumber Boiler/Burner Technician Heating, Ventilation & Air Conditioning Technician	19.97				
Craftsperson II Architectural/Design Technician Mason Locksmith	18.24				
Craftsperson III Certified Painter	17.86				
Craftsperson IV (Incumbents Only)	16.91				
Students - In accordance with the Employment Standard Act.					
In the event a new position of Carpenter Lead Hand or Painter Lead Hand should be created, the rate shall be 5% greater than the base rate.					
The parties agree that all regular employees will receive a one-time bonus equivalent to 0.50% of their annual salary calculated as at September 1, 1999. The Bonus will be paid within thirty (30) days of the signing of the new collective agreement or as soon as possible thereafter.					
The parties agree that full compliance with the Pay Equity Act (including the proportional value amendment approved by the Ontario Legislature) has been adhered to and maintained and further that the wage rates outlined above reflect full compliance. The Union agrees that all adjustments necessary were paid to employees on the effective date of January 1, 1990 and proportional value adjustments were paid on September 1, 1990 and thereafter.					

RED CIRCLED POSITIONS**CUPE LOCAL 1727 WAGES**

CLASSIFICATION	START	6MOS	1YR	2YR	MAX
Secretary - Purchasing					
Jan.1, 1992		15.52			
Jan.1, 1993		16.02			
Jan.1, 1994		16.52			
Warehouse Driver					
Warehouse Person					
Jan.1, 1992		15.49			
Jan.1, 1993		15.99			
Jan.1, 1994		16.49			
Educational Resource Assistant					
Jan.1, 1992		15.02			
Jan.1, 1993		15.52			
Jan.1, 1994		16.02			
EducationalAssistant 1					
Sept.1, 1996	14.54		15.07		
Sept.?, 1997	14.69		15.22		

APPENDIX A
CUPE 1480 WAGES AS AT SEPTEMBER 1, 2001

CLASSIFICATION	START	6MOS	1YR	2YR	MAX
Plant Construction Supervisor Plant Project Supervisor Capital Project Coordinator	24.21		25.30	26.39	27.45
Foreperson of Operations	20.58		21.51	22.43	23.36
Delivery Driver	15.39	15.82	16.49		
Caretaker (including less than 8 hour) Cafeteria Assistant II	15.24	15.66	16.08		
Float Caretaker	15.43	15.81	16.19		
Shift Lead Hand	16.56				
Head Caretaker Elementary School/ Board Office	16.62				
Head Caretaker - Secondary School	17.68				
Cafeteria Assistant	14.10				
Utility Person	15.90	16.48	16.70		
Lead Hand Bus Driver	17.03	17.51	18.21		
Bus Driver	16.29	16.75	17.41		
Craftsperson I Certified Electrician Certified Carpenter Mechanic Plumber Boiler/Burner Technician Heating, Ventilation & Air Conditioning Technician	20.78				
Craftsperson II Architectural/Design Technician Mason Locksmith	18.97				
Craftsperson III Certified Painter	18.58				
Craftsperson IV (Incumbents Only)	17.60				

Students - In accordance with the Employment Standard Act.

In the event a new position of Carpenter Lead Hand or Painter Lead Hand should be created, the rate shall be 5% greater than the base rate.

The salaries shown above will be instituted retro-actively within thirty (30) days of the signing of the new collective agreement or as soon as possible thereafter.

The parties agree that full compliance with the Pay Equity Act (including the proportional value amendment approved by the Ontario Legislature) has been adhered to and maintained and further that the wage rates outlined above reflect full compliance. The Union agrees that all adjustments necessary were paid to employees on the effective date of January 1, 1990 and proportional value adjustments were paid on September 1, 1990 and thereafter.

	1.02	1.02	1.02	1.02	1.02
Plant Construction Supervisor	23.74		24.8	25.9	26.91
Plant Project Supervisor					
Capital Project Coordinator					

Foreperson of Operations	20.18		21.09	22	22.9
Delivery Driver	15.09	15.51	16.17		
Caretaker (including less than 8 hour) Cafeteria Assistant II	14.94	15.35	15.76		
Float Caretaker	15.13	15.5	15.87		
Shift Lead Hand	16.24				
Head Caretaker Elementary School/ Board Office	16.29				
Head Caretaker - Secondary School	17.33				
Cafeteria Assistant	13.82				
Utility Person	15.59	16.16	16.37		
Lead Hand Bus Driver	16.7	17.17	17.85		
Bus Driver	15.97	16.42	17.07		
Craftsperson I Certified Electrician Certified Carpenter Mechanic Plumber Boiler/Burner Technician Heating, Ventilation & Air Conditioning Technician	20.37				
Craftsperson II Architectural/Design Technician Mason Locksmith	18.6				
Craftsperson III Certified Painter	18.22				
Craftsperson IV (Incumbents Only)	17.25				

Students - In accordance with the Employment Standard Act.

In the event a new position of Carpenter Lead Hand or Painter Lead Hand should be created, the rate shall be 5% greater than the base rate.

The salaries shown above will be instituted retro-actively within thirty (30) days of the signing of the new collective agreement or as soon as possible thereafter.

The parties agree that full compliance with the Pay Equity Act (including the proportional value amendment approved by the Ontario Legislature) has been adhered to and maintained and further that the wage rates outlined above reflect full compliance. The Union agrees that all adjustments necessary were paid to employees on the effective date of January 1, 1990 and proportional value adjustments were paid on September 1, 1990 and thereafter.

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RED CIRCLED POSITIONS

CUPE LOCAL 1727 WAGES

CLASSIFICATION	START	6MOS	1YR	2YR	MAX
Secretary - Purchasing					
Jan.1, 1992		15.52			
Jan.1, 1993		16.02			
Jan.1, 1994		16.52			
Warehouse Driver					
Warehouse Person					
Jan.1, 1992		15.49			
Jan.1, 1993		15.99			
Jan.1, 1994		16.49			
Educational Resource Assistant					
Jan.1, 1992		15.02			
Jan.1, 1993		15.52			
Jan.1, 1994		16.02			
Educational Assistant 1					
Sept.1, 1996	14.54		15.07		
Sept.1, 1997	14.69		15.22		

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