

# **COLLECTIVE AGREEMENT**

**between**

**CUPE LOCAL 997  
(hereinafter called the "Union")**

**representing**

**The Custodial and Maintenance Unit  
(hereinafter called the "Bargaining Unit")**

**and**

**Trillium Lakelands District School Board  
(hereinafter called the "Board" or "Employer")**



**September 1, 1998 to December 31, 2002**

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## ARTICLE: 1 - PURPOSE

1.01 The purposes of this Collective Agreement are to:

- establish, promote and facilitate an effective, harmonious and orderly relationship between the parties;
- recognize the mutual value of joint discussions related to all matters pertaining to the working conditions of members of the Bargaining Unit;
- promote morale, well-being and security of all members of the Bargaining Unit;
- define procedures for the prompt and equitable disposition of grievances which arise under the terms of this Agreement;
- encourage efficiency in operation; and,
- set out such terms and conditions of employment for members of the Bargaining Unit as have been agreed upon by the parties.

1.02 It is understood and agreed that the provisions as set out in this Collective Agreement constitute the entire negotiated Agreement between the parties.

## ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledge that, except as expressly modified by any other article of this Collective Agreement, 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 employees, provided such rules and regulations have been posted or otherwise been brought to the attention of Bargaining Unit members;
- (b) hire, assign, classify, evaluate, direct, transfer, promote, demote (including disciplinary demotion), layoff, recall, discipline, suspend or discharge, provided that a claim that a permanent employee has been discharged or disciplined without just cause may be the subject of a grievance and be dealt with as herein provided;
- (c) determine the number of employees to be employed, including the qualifications, duties and responsibilities of the employees, the hours of work, the work year, and work location;
- (d) generally to manage the service and operations in which the Employer is engaged and, without restricting the generality of the foregoing, to retain all residual rights of management to determine, alter and eliminate the number and location of establishments, services and programs, to determine the work to be performed and the scheduling of such work, and the methods and work procedures to be followed.

## ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 997 as the sole and exclusive bargaining agent for all maintenance, custodial and plant operations employees employed by the Trillium Lakelands District School Board, save and except supervisors and persons above the rank of supervisor.

3.02 Non-Discrimination

The parties agree that there shall be no interference, discrimination, restriction or coercion exercised or practiced by either of the parties or their representatives against any person in regard to employment or terms or conditions of employment because the person exercises rights under this Agreement, or participates in the lawful activities of the Canadian Union of Public Employees or its Local 997.

- 3.03 No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union will supply the Board with names of employees who are stewards or other officers of the Union. Similarly, the Board will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 3.04 There will be no solicitation for membership by the Union or by any of its members during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings related to Union business, without the consent of the Employer or except as hereinafter provided.

#### **ARTICLE 4 - STRIKES AND LOCKOUTS**

- 4.01 So long as this Agreement continues to operate, there shall be no lockout by the Employer, and the Union will not cause or sanction any employee represented by it to participate in any strike, deliberate slowdown, or interference with work in or about the Board's schools or premises.
- 4.02 In the event of any strike, slowdown or interference with work during the terms of this Agreement, the Union and its officers will make every effort to prevail upon the employees so engaged to cease and desist in such activities.

#### **ARTICLE 5 - LABOUR, MANAGEMENT RELATIONS**

##### 5.01 Bargaining Committees

The Bargaining Committees of the parties shall be comprised of not more than five (5) Employer Representatives and not more than five (5) Union Representatives, one of whom shall be the President of CUPE Local 997. The Union and the Employer will advise the other of the names of the representatives. All of the Union representatives, other than the CUPE National Representative (if applicable), shall be permanent employees of the Employer.

- 5.02 The Employer recognizes the right of CUPE and its Local 997 to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Agreement.

Subject to the authority of the Principal or appropriate Superintendent/Manager related to school and Board premises, authorized representatives of the Union shall have reasonable access to Bargaining Unit members, normally outside of working hours, for Union business at all schools and workplaces.

- 5.03 CUPE and its Local 997 recognizes the right of the Employer to authorize its external organization or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Agreement.

#### **ARTICLE 6 - UNION SECURITY AND CHECK-OFF OF UNION DUES**

- 6.01 On each pay date on which a member of the Bargaining Unit is paid, the Employer shall deduct from each employee such dues or assessments as are levied by the Union in accordance with its constitution and/or by-laws. The amounts to be deducted shall be determined by the Union, and written notice of the amount(s) or any change(s) thereto shall be forwarded to the Employer at least thirty (30) days prior to the effective date.
- 6.02 Deductions shall be forwarded monthly to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the deductions were made. The monthly remittance to the Union shall be accompanied by a list of the names and addresses of all employees from whose wages deductions have been made.

Employees shall be exempt from having union dues deducted while they are on full-time Long Term Disability or while they are in receipt of full-time WSIB benefits for a period of greater than two (2) weeks.

- 6.03 The Union shall indemnify and save the Employer harmless from any and all claims, suits, attachments or any form of liability whatsoever as a result of any dues deductions which have been authorized by the Union.
- 6.04 It is understood that any member of the Bargaining Unit may exercise or refrain from exercising the right to become a member of the Union.

## **ARTICLE 7 - UNION COMMITTEE AND STEWARDS**

- 7.01 An employee shall not be eligible to act as a member of the Union Bargaining and/or Grievance Committee, or as a Steward, until completion of the probationary period.
- 7.02 The Union acknowledges that Stewards, members of the Union Bargaining and/or Grievance Committee, and such other Union Officers as may be chosen from among the Bargaining Unit membership, have regular duties to perform as employees of the Board, and that such persons will not leave their regular duties for the purpose of presenting or discussing grievances, or for the purpose of conducting any business on behalf of the Union, without first obtaining permission. Requests for such leave shall be submitted, in writing, for approval to the Human Resources Co-ordinator, Support Staff, with a copy to the immediate supervisor. Such requests will not be unreasonably denied. Upon resumption of regular duties, such employees will report to their immediate supervisor and will, if requested, give a reasonable explanation for the time spent away from work.
- 7.03 In consideration of Stewards, members of the Union Bargaining and/or Grievance Committee, and other Union Officers who are employees in the Bargaining Unit, attending to the business set out in this Agreement, the Employer will pay such employees for the time spent in handling grievances or attending other meetings with Employer representatives during their regular hours of work. Absences on account of Union business for the Bargaining Unit which exceed ten (10) total days per year (i.e. September 1 to August 31) shall be reimbursed by the Union.

## **ARTICLE 8 - EMPLOYER/UNION RELATIONS**

### **8.01 Correspondence**

All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Human Resources Administrator and President of the Local Union, with a copy to the Human Resources Co-ordinator (Support Staff) and Unit Chairperson.

### **8.02 Joint Labour/Management Committee**

At the request of either the Union or the Employer, up to four (4) representatives of each of the parties will meet from time-to-time during the term of this Agreement to discuss matters of mutual concern, which are related to the workplace. Such issues would not normally include matters which are the subject of an active grievance, or which are being dealt with in collective bargaining. The frequency of the meetings will be as determined by the parties, but will normally be at least every three (3) months at a mutually agreed upon time and place.

An Employer and a Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

A written summary of agreed items, and actions to be taken, shall be prepared and signed by the Joint chairpersons after the close of each meeting.

8.03 Copies of the Collective Agreement

The Employer shall provide a copy of the Collective Agreement to each Bargaining Unit member within sixty (60) days of the execution of a new Collective Agreement. The Employer shall also provide new members of the Bargaining Unit with a copy of the Collective Agreement, and the Union Orientation Package, when they are hired. The cost of printing the Collective Agreement shall be shared equally by the parties.

8.04 The Employer will provide bulletin board space for the use of the Union/Local at an appropriate location in each workplace, and upon which the Union/Local shall have the right to post notices relating to matters of interest to the Union/Local and members of the Bargaining Unit.

8.05 The Union/Local shall have access to the Employer's courier system, e-mail, phones and mail boxes for regular formal communication between it and Bargaining Unit members.

8.06 Inasmuch as paragraphs 8.04 and 8.05 recognizes the Local as an internal user for the purposes of bulletin boards, e-mail, courier, etc., the Union/Local, for its part, agrees to abide by any policies and procedures which are established by the Employer regarding the use of these services.

8.07 The President of the Local shall be provided with a copy of regular Board and Board Committee staffing reports for the CUPE Bargaining Units, which detail all employment status decisions related to Bargaining Unit members.

## ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 Intent and Definition of Grievance

It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly manner, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

9.02 Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the employee and the employee's supervisor. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.

9.03 Step One

If the dispute is not deemed to be settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within ten (10) working days of the employee becoming aware of the circumstances giving rise to the complaint, or after the date when the event could have reasonably been detected, to the Human Resources Co-ordinator, Support Staff. The written notice shall contain the complete grievance, list all clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after the submission. The Human Resources Co-ordinator, Support Staff shall provide a written answer within ten (10) working days of receipt of the grievance.

9.04 Step Two

If the grievance is not deemed to be settled on the basis of the answer given in Step One, the Union shall, within ten (10) working days of receipt of the Step One answer, notify the Human Resources Administrator, in writing, that a grievance meeting is requested. The Human Resources Administrator, and other persons that the Human Resource; Administrator deems appropriate shall meet with up to three (3) members of the Union, within fifteen (15) working days of receipt of the notice. The Human Resources Administrator shall provide a written answer within five (5) working days of the meeting being held.

9.05 Step Three

If the grievance is not deemed to be settled on the basis of the answer given in Step Two, the Union shall, within ten (10) working days of the receipt of the answer given in Step Two, notify the Director of Education, in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to an Arbitration Board. The Director of Education, or designate, shall, within ten (10) working days, inform the Union of the Employer's appointee to the Arbitration Board. The two appointees shall, within ten (10) working days, or such longer time as they may agree upon, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Appointee or if the two (2) appointees fail to agree upon a Chairperson within the time limit, either the Union or the Employer may request the appointment of a Chairperson by the Ministry of Labour.

9.06 The Arbitration Board shall hear and determine the grievance and shall issue a decision which is final and binding upon the Parties.

9.07 The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs. The decision of the Arbitration Board shall be final and binding and enforceable on the Parties.

9.08 The Arbitration Board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

9.09 Each Party shall bear the fee and/or expenses of its appointee to the Arbitration Board, and any fees and/or expenses of the Chairperson shall be borne equally by the Parties. Each Party shall bear its own expenses respecting appearances at hearings of the Arbitration Board. Each Party shall bear, at its own expense, the cost of counsel or advisors at each step of the grievance procedure.

9.10 All the time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the Parties and subsection 48 (16) of the *Labour Relations Act* does not apply. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the Parties.

9.11 Group, Policy, Employer Grievances

(a) If the Employer has a complaint against the Union, it shall submit its grievance in accordance with the provisions of Step Two, except that the notice shall be given to the President of the Local or other designated executive officer of the Union.

(b) The Union may file a grievance on behalf of two (2) or more employees commencing at Step One, if specifically requested in writing to do so by said employees. The written request of said employees shall be attached to the grievance.

(c) Group grievances may only be filed within ten (10) working days of either Party becoming aware of the circumstances giving rise to the complaint, or within ten (10) working days after the event when the event could reasonably have been detected.

9.12 In all situations involving the discipline of a Bargaining Unit member, the disciplinary letter shall be copied to the Union, and any grievance resulting therefrom shall be filed at Step Two.

9.13 Newly hired probationary employees shall not be entitled to grieve a termination during the probationary period.

9.14 It is understood that the Parties may mutually agree in writing to submit the grievance to a mutually agreed upon single Arbitrator at Step Three rather than an Arbitration Board. In the event that the Parties are unable to agree upon a single Arbitrator, having previously mutually agreed to proceed with a single Arbitrator, the Parties may request the Minister of Labour to make the appointment.



- 9.15 It is understood that an employee, through the Local, has the right to have a CUPE National Representative to assist the member at any formal stage of this grievance/arbitration procedure.
- 9.16 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen. The fees for the mediator shall be shared equally by the parties.
- 9.17 The Employer acknowledges the right of the Union to elect or otherwise appoint a Grievance Committee and/or Union Stewards, whose role is to assist Bargaining Unit members in relation to the grievance/arbitration procedure.
- 9.18 The Union recognizes and agrees that members of the Grievance Committee, and Stewards, have regular duties to perform in connection with their employment. As a result, it is understood that the business of administering this agreement will be attended to, as much as possible, outside of regular working hours or, where that is not possible, with the least possible interference with regular duties.
- 9.19 A grievance committee member and/or steward will obtain permission from their immediate supervisor before leaving regular duties and shall, if requested, provide a reasonable explanation as to the reason(s) for and length of time spent in the performance of regular union duties. Permission to leave regular duties to attend to Union business shall not be unreasonably withheld.

## ARTICLE 10 - TEMPORARY AND CASUAL EMPLOYEES

- 10.01 Temporary employees may be hired for a period of up to twenty-four (24) months, and not exceeding the duration of the absence, to replace an employee who is absent because of illness, leave of absence, bereavement, time off in lieu of overtime, or vacation.

In addition, temporary employees may be hired for a period of up to six (6) months in the case of special projects, relief work or to provide additional staffing during peak periods.

It is understood that the time periods noted above may be extended by mutual agreement.

- 10.02 Temporary employees are not subject to the terms of this Agreement, except as to Wage Rate (Article 21) and Union Dues (Article 6).
- 10.03 No employee with seniority will be laid-off or remain on lay-off while temporary employees are retained at work, so long as the employee affected by the lay-off is willing to perform and has the necessary qualifications and ability to perform the duties of the temporary position.
- 10.04 Notwithstanding the above, a permanent employee who accepts a temporary assignment through the Posting procedure is not a temporary employee. In this regard, it is understood that temporary postings, resulting from a permanent employee accepting a temporary assignment, shall be limited to two (2).
- 10.05 A casual employee is employed by the Employer on a day-to-day basis. A position that is filled casually will be posted after fifty (50) consecutive working days.

Casual employees are not subject to the terms of this Agreement, except as to Wage Rate (Article 21) and Union Dues (Article 6).

## **,ARTICLE 11 - PART-TIME EMPLOYEES**

- 11.01 A part-time employee is defined as an employee regularly employed for less than twenty (20) hours per week. A part-time employee may be engaged on an interim basis for twenty (20) or more hours per week to replace an employee who is absent from regular duties. During such period, the part-time employee will continue to be covered by the provisions of this Agreement as a part-time employee.

## **ARTICLE 12 - SENIORITY**

- 12.01 Except for temporary and casual employees, all employees covered by this Agreement who have completed their probationary period shall have their names placed on the seniority list based on last date of hire into a permanent position within the Bargaining Unit. In this regard, it is understood that there is no break in seniority in relation to ten (10) and eleven (11) month employees who are regularly scheduled to return to work after the summer break,
- 12.02 The Employer shall maintain the seniority list, and the list shall be posted in each workplace, and forwarded to the President of the Local, in January of each year.
- 12.03 The list shall specify the name of the employee, occupational group, job title, work location and seniority date.
- 12.04 Any dispute regarding the information on the seniority list shall be brought to the attention of the Human Resources Co-ordinator, Support Staff, and the President of the Local within fifteen (15) working days of posting.
- 12.05 Employees accepting and transferring to jobs outside the Bargaining Unit, or to jobs in other Bargaining Units, will maintain their Bargaining Unit seniority, but shall not accumulate seniority for their time spent outside the Bargaining Unit.
- 12.06 Loss of Seniority

An employee shall lose seniority in the event of:

- (a) Discharge for just cause.
- (b) Voluntary termination of employment (e.g. retirement or resignation) or abandonment of a position.
- (c) Absence from duties for more than three (3) consecutive days, or three (3) single days in any ninety (90) day period, without securing permission for the absence(s) or without providing a reason satisfactory to the Employer.
- (d) Lay-off for a period longer than eighteen (18) months.
- (e) Absence due to illness exceeding two (2) years, off-the-job accident exceeding two (2) years, or five (5) years in the case of occupational accident or injury, in circumstances where it is clear that, due to the permanent nature of the illness/disability, there is no reasonable prospect of return to active employment.
- (f) Recall opportunity refusals in accordance with the lay-off/recall provisions of this Agreement.

- 12.07 Probationary Period

New employees shall become eligible for seniority rights after sixty-five (65) working days probationary service. After successful completion of the probationary period, the seniority date shall reflect the commencement of employment as a probationary employee.

- 12.08 For the purposes of clarification, a working day for probationary purposes is defined as a day when the employee is on the job for their regularly scheduled hours.
- 12.09 Employees shall be eligible to participate in the Group Benefits Program (see Article 22) and Sick Leave Plan (see Article 20) after the completion of the probationary period.

## ARTICLE 13 - JOB POSTINGS

- 13.01 When a vacancy occurs or a new position is created, the Employer shall ensure that *the* notice of the position is posted at each work location for a minimum of five (5) working days in order that all employees; will know about the position and be able to make written application. Simultaneously, the Employer agrees to forward a copy of the posting to the President of CUPE Local 997.

Note #1: An increase in the number of working hours of a position is not considered to be a new job or a vacancy.

Note #2: Postings which arise over the summer period will be posted only through the voice-mail system at the Corporate Office, which system shall be accessible by way of a toll-free number from Ontario. It is understood that any vacancies which must be filled in the interim may be filled by casual employees.

- 13.02 The Employer and the Union agree that when a position is posted in the Bargaining Unit, and no employee from the Bargaining Unit where the posting arises applies and is successful from within, then applicants internal to the Board shall have the right to **apply** for the position before any external hire.
- 13.03 In circumstances where the position is filled by a Bargaining Unit member from another CUPE Bargaining Unit, that member will retain seniority in the original Bargaining Unit until completion of the probationary period. Upon successful completion of the probationary period the employee's total qualifying service will be transferred to the new Bargaining Unit for the purposes of benefits and vacation only; seniority shall accrue as of the new appointment date in the Bargaining Unit.
- 13.04 On some occasions, and with the mutual agreement of the parties to this Agreement, it may be necessary for openings to be advertised both internally and externally, simultaneously. In such cases, first consideration shall be given to internal candidates (as above), prior to any consideration being given to external candidates.
- 13.05 Information on Postings

The postings shall contain the following information: job title, occupational group, summary of duties, the normal requirements of the position including relevant experience, knowledge and education (or an acceptable combination of education and relevant experience), skills, location, shift or hours of work, wage rate, the application procedure, and whether or not the position is temporary or permanent, part-time or full-time.

- 13.06 Method of Making Appointments

In making staff changes, promotions or transfers, appointments shall be made of the applicant having the required qualifications. The successful applicant shall be placed on a trial period and, conditional on satisfactory service, the position will be declared permanent for the employee after three (3) months, with a three-month extension if it is felt to be necessary. In the event that the successful applicant proves to be unsatisfactory in the position during the trial period, or if the employee is not satisfied with the position during the trial period, the employee shall be returned to the former position, wage or salary rate without loss of seniority. Any other permanent employees promoted or transferred because of the rearrangement of positions shall also be returned to the former position, wage and salary rate without loss of seniority.

As between two (2) or more applicants who have the ability to do the job and meet the qualifications for the position, and are relatively equal as to relevant experience, knowledge, education and skills, the applicant with the most seniority shall be given the position.

An employee who has been successful in a job competition must, before applying for another position, remain in the position for a minimum period of either:

- (a) six (6) months from the date of appointment, or
- (b) the balance of the school year,

whichever is greater. This provision shall not apply in the case of a promotion, or if there is mutual agreement between the employee, the Local Union President or designate, and the Human Resources Co-ordinator, Support Staff.

#### 13.07 Debriefing

Employees who are unsuccessful in a competition under these provisions shall, upon request, be provided with an opportunity for an oral debriefing.

#### 13.08 Exchanges

Exchanges between employees may be considered by the Board if:

- (a) Notice of the proposed exchange has been circulated.
- (b) Employees with seniority are given preference.
- (c) The exchange is mutually agreed upon by the employees involved in the exchange, and this agreement is communicated in writing to the Human Resources Co-ordinator, Support Staff.

Employees who exchange shall have a thirty (30) consecutive working day trial period commencing from the first day of work in the new position. During this time, if either of the employees or the Board are not satisfied, then the employees shall return to their former position as soon as is practicable.

### **ARTICLE 14 - LAY-OFF AND RECALL**

14.01 Lay-offs shall be based on seniority, subject to the right of the Employer to retain a junior employee if the senior employee does not have the skills required for the work available. The most junior employee in the occupational group at the worksite shall be laid off first (subject to the foregoing proviso), and, similarly, employees shall be recalled from lay-off in the reverse order of their seniority in the occupational group provided that they have the skills required for the work available.

14.02 No new employee!; will be hired until those laid off have been considered for recall under paragraphs 14.07 and 14.08.

#### 14.03 Notice of Lay-off

The Employer shall notify the Union and the employees who are to be laid off thirty (30) calendar days prior to the effective date of the lay-off. An employee who has not had the opportunity to work the days as provided in this Article shall be paid for the days for which work was not made available. In addition, the Employer shall continue to pay its share of benefit premiums for the duration of the notice period.

14.04 Definition of Lay-off

A lay-off shall be defined as the elimination of a position (either temporarily or permanently), or any reduction in regular weekly hours.

14.05 No employee working in a permanent position shall be laid off where a casual or temporary employee is filling a temporary position/vacancy, except where the permanent employee is either unable or unwilling to perform the duties of the temporary position.

14.06 An employee in receipt of notice of lay-off may choose, within two (2) working days of receipt of the notice,

- (a) to accept the lay-off; or
- (b) to opt to retire; or
- (c) displace the most junior employee in a position in the same occupational group at the same or lower hours and the same or lower salary classification, within the three (3) nearest worksites (subject to paragraph 14.01 of these lay-off/recall provisions); or
- (d) failing sufficient seniority to bump within the three (3) nearest worksites under (c) above, displace the most junior employee in a position in the same occupational group at the same or lower hours and same or lower salary classification, within the geographic region (subject to paragraph 14.01 of these layoff/recall provisions); or

For clarification, geographic regions shall be defined as per the three (3) former Boards i.e. Muskoka, Haliburton, and Victoria. For further clarification, Dorset is deemed to be part of the Muskoka region.

- (e) failing sufficient seniority to bump within the geographic region under (d) above, displace the most junior employee in a position in the same occupational group at the same or lower hours and same or lower salary classification, on a Board-wide basis (subject to paragraph 14.01 above).
- (f) In the event that an employee has been unable to secure a position in accordance with subparagraphs (c) through (e) above, then that employee may displace the most junior employee in a position in the same occupational group, at the same or lower hours in the next higher salary classification, on a Board-wide basis (subject to paragraph 14.01 above).
- (g) It is understood that under this paragraph 14.06, no employee will increase their hours through the process of displacing a less senior employee.

14.07 All permanent employees on lay-off shall have the opportunity of recall, subject to their ability to perform the duties of the job, before any casual/temporary employees are hired. An employee who has been recalled to such temporary vacancy/posting shall not be required to accept such recall and may instead choose to remain on lay-off. Employees shall be recalled to temporary positions in order of seniority,

14.08 The Human Resources Co-ordinator, Support Staff shall notify the employee of a recall opportunity by telephone, at the last phone number on record with the Board. In this regard, the employee is solely responsible for ensuring that the proper and most current telephone number is on record with the Board. The employee shall be advised of the job to which they are eligible for recall and the date that they will be expected to report to work if the recall is accepted. When contacted by phone, the employee has twenty-four (24) hours to accept or decline the recall opportunity. When the employee cannot be reached by telephone, the recall offer shall be sent by registered mail.

Two (2) or more refusal; to recall opportunities to permanent jobs within the employee's geographic region (see 14.06(d)) shall result in removal from the recall list and loss of seniority.

- 14.09 It is understood and agreed that the summer, Christmas and March break periods, for employees whose work requirements are for less than a school year, do not constitute a lay-off within the meaning of this Article.
- 14.10 In any situation involving lay-offs, the Employer and Union will work together to minimize lay-offs through exploring and identifying attrition opportunities such as possible early retirements, unpaid-leave, job sharing, voluntary lay-offs, etc.

## ARTICLE 15 – TRANSFERS

### 15.01 Transfers to and from Supervisory Positions

- (a) If a Bargaining Unit member is transferred or appointed to a position outside the scope of the Bargaining Unit, such employee shall, if they are later transferred or appointed back into the Bargaining Unit within twelve (12) months of the original transfer/appointment, retain the seniority which they held at the time of the transfer or appointment out of the Unit.
- (b) Employees who have always been excluded from the Bargaining Unit and at some time are transferred to a position within the Bargaining Unit shall be given seniority dating only from the date of transfer to the Bargaining Unit.

### 15.02 Temporary Transfers to Higher-Rated Positions

In the event that a permanent employee is asked to temporarily replace another employee in a higher salary group, and this temporary transfer continues for a period of more than one (1) day, the employee shall be paid in the higher salary group range, at the closest step above their current hourly rate, for the entire period worked in such position.

### 15.03 Transfers to Lower-Rated Positions

- (a) In the case of voluntary transfer to a position in a lower salary group, the rate of pay will be decreased to the appropriate step, based on experience, of the salary group range of the position to which the employee is transferred.
- (b) In the event that an employee is transferred by the employer to a position in a lower salary group, the employee's rate of pay shall not be reduced to the lower rate until after thirty (30) working days.

## ARTICLE 16 - HOURS OF WORK

- 16.01 The Employer does not guarantee to provide work for normal hours or for any other hours.
- 16.02 The normal hours of work on a regularly scheduled work week for full time Custodial/Maintenance employees shall be forty (40) hours per week, working five (5) days of eight (8) hours each, Monday to Friday inclusive.
- 16.03 Custodial/Maintenance staff whose normal working hours are outside of the normal "day shift" shall work the day shift on all days which are non-instructional (e.g. school break periods, PA days). If there are community or other activities requiring the availability of staff in the evening, volunteers from the Custodial staff will be requested to cover those hours. If volunteers are not available, staff normally assigned to the facility will be designated to cover the hours.
- 16.04 For those employees who are scheduled to work over the summer period, it is understood and agreed that flexible hour arrangements for the summer may be implemented under the auspices of the Joint Labour Management Committee! (paragraph 8.02). It is understood that any such program would be agreed upon prior to February 28th of each year.

16.05 Time and one half (1 ½) shall be paid for all work performed on Monday to Friday over and above eight (8) hours per day or forty (40) hours per week. All time worked on Saturday will be paid at the rate of one and one half (1 ½) times the rate of pay for all hours worked. Double time shall be paid for all work performed on Sundays and Statutory Holidays.

16.06 Permanent part-time employees who are asked to work more than their regularly scheduled hours shall be paid at their regular rate for hours up to eight (8) hours per day or up to forty (40) hours per week, but at the appropriate overtime rate for any hours in excess thereof.

16.07 An employee will not be permitted to work overtime except with the approval of the Area Plant Manager (or designate), or in the case of Secondary Schools, the Head Custodian or Principal, or in the case of Elementary Schools, the Principal.

16.08 overtime opportunities shall be equitably divided among those employees at a worksite who normally perform such work.

16.09 Time off in Lieu

If an employee requests to take time off in lieu of overtime and this request is approved by the Supervisor, the time off shall be based on the appropriate overtime rate for each hour worked.

Lieu time may be accumulated, with the time off to be scheduled and taken at a time mutually agreeable to the employee and the immediate supervisor.

16.10 No Lay-off to Compensate for Overtime

Employees shall not be laid-off during regular hours in order to equalize any overtime worked.

16.11 Emergency Call-in

Where an employee is called back to work after completing a shift, the employee shall be paid the applicable overtime rate for a minimum of two (2) hours. Where a call-back occurs on a Saturday, Sunday, or Statutory Holiday, the employee shall be paid the applicable overtime rate for a minimum of two (2) hours, calculated from the time they leave their residence.

16.12 Scheduled Call-in

A minimum of one hour at the applicable overtime rate or the actual time worked at the applicable overtime rate, whichever is greater, will be paid for overtime call-in work which is scheduled in advance.

16.13 Except where otherwise expressly permitted by a Superintendent, all authorized overtime must be worked on Board premises.

16.14 No Duplication

Overtime payment set forth in this Agreement shall not be duplicated, in whole or in part, for the same hours worked.

16.15 Rest Periods

Except in emergency situations and/or in the case of unexpected staffing circumstances, employees working six (6) hours a day or more will be allowed two (2) fifteen (15) minute rest periods. Employee; working less than six (6) hours will be allowed one (1) fifteen (15) minute rest period.

#### 16.16 Lunch Break

No employee shall be required to work longer than five (5) consecutive hours without an unpaid, uninterrupted lunch period of at least thirty (30) minutes.

### **ARTICLE 17 - PAID HOLIDAYS**

17.01 Each full-time employee shall be paid a sum equivalent to the employee's current daily rate of pay (or part thereof in the case of a half-day holiday) for the following holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Half-day prior to Christmas
- Christmas Day
- Boxing Day
- Half-day prior to New Year's Day
- Float Day
- Any other day declared or proclaimed as a statutory holiday by the Ontario or Federal government

provided:

- (a) the employee has completed the probationary period, and
- (b) the employee has completed his/her last scheduled working day before the holiday and first scheduled working day after the holiday, or submits appropriate evidence to the Human Resources Co-ordinator, Support Staff, in support of not being at work on those days.

**NOTE:** The date of the Floating Holiday shall be at the employee's discretion, subject to a minimum of two (2) weeks' notice to the immediate supervisor. The float day may not be carried forward from year to year.

17.02 Part-time employees will receive their normal rate of pay for the hours that would have been worked had it not been a holiday. Employees not scheduled to work in the school summer vacation period will not be paid for any of the holiday; falling within that period.

17.03 Where any of the listed holidays falls on a Saturday or a Sunday, the holiday shall normally be observed on the Friday or the Monday (respectively), provided this does not interfere with scheduled teaching days.

### **ARTICLE 18 - VACATIONS**

18.01 Every regular full-time employee shall be granted an annual vacation based on their term of service at their anniversary date in accordance with the following schedule:

Effective September 1, 1999:

- 2 weeks after the completion of one year of service
- 3 weeks after the completion of four (4) years of service
- 4 weeks after the completion of ten (10) years of service
- 5 weeks after the completion of seventeen (17) years of service



plus one additional day for each completed year of service from twenty-one (21) years to twenty-five (25) years, to a maximum of five (5) additional days.

- 18.02 Calculation of vacation pay shall be at the rate effective immediately prior to the vacation period and for the number of hours worked by the employee.
- 18.03 An employee shall have the right to carry forward a maximum of two (2) weeks vacation (non-cumulative) from one year to the next.
- 18.04 If a statutory holiday falls within the employee's holiday period, another day off with pay shall be granted contiguous with the vacation period or otherwise at a mutually agreeable time.
- 18.05 When an employee resigns, is laid off or dismissed, pay shall be received in lieu of earned vacation. This shall be calculated as a percentage of gross pay for the current calendar year, in accordance with years of service.
- 18.06 Subject to the provision of satisfactory documentation, where an employee is admitted to hospital prior to the Commencement of vacation and such hospitalization extends into the vacation time, or where an employee is admitted to hospital during vacation, such vacation time shall convert to sick leave and the vacation shall be rescheduled.
- 18.07 Vacation schedules must be approved by the immediate supervisor, at least two months in advance, and are subject to system staffing needs.
- 18.08 In the event of conflict in proposed vacation times, consideration shall be given to the employee(s) with greater seniority.

## **ARTICLE 19 - LEAVES OF ABSENCE**

### 19.01 Special Leave of Absence

A Special Leave of Absence may be granted, without pay and without loss of seniority, to a maximum of one year to any employee, upon written request to the Human Resources Coordinator, Support Staff (copy to the immediate supervisor), for good and sufficient cause. The leave request shall specify the requested start and end date of the leave. In exceptional circumstances, and at the sole discretion of the Director or designate, such leave may be extended by a maximum of one year. There shall be no seniority accrual during a second year of Special Leave.

Employees are entitled to continue group benefits participation, at their own expense, for the duration of the Special Leave of Absence.

### 19.02 Bereavement Leave

An employee shall be granted up to three (3) days leave of absence with pay and without deduction from sick leave in the case of the death of a parent, spouse, child, sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and fiancé(e). One day with pay and without deduction from sick leave shall be granted in the case of the death of an aunt, uncle, grandparent-in-law and close personal friend.

It is understood that "spouse" includes legally recognized spousal equivalents.

At the discretion of the Director, or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement. In exceptional cases, at the sole discretion of the Director, additional days may be granted, on a paid or unpaid basis, in relation to a bereavement. Any such days shall not be charged against sick leave, nor against Compassionate/Personal Leave.

#### 19.03 Jury Duty

The Board shall grant leave of absence without loss of seniority to an employee who is summoned to jury duty or witness in court. The Board shall pay such an employee his/her normal earnings and the payment he/she received for jury service or court witness, excluding payment for travelling, meals or other expenses, shall be given to the Board up to the employee's normal earnings on the day(s) he/she was absent. The employee will present proof of service and the amount of pay received.

#### 19.04 Maternity Leave

Maternity Leave shall be granted to any employee, having completed her probationary period, on the following basis:

- (a) Such an employee is entitled to seventeen (17) weeks of unpaid leave of absence for pregnancy which may be extended up to two (2) years upon request.
- (b) An employee who qualified for pregnancy leave cannot be terminated or laid-off because of her pregnancy.
- (c) This leave may commence at any time during the seventeen (17) weeks prior to the estimated date of delivery.
- (d) An employee must receive six (6) weeks leave after the date of actual delivery. A shorter period of time may only be granted with the approval of her physician.
- (e) An employee must give two (2) months' notice in writing of the intended dates of the leave, together with the medical certificate estimating the date of delivery.
- (f) When the employee returns to work, the Employer must reinstate her to the same job at the same wage. If her original job is not available, she will be assured of reinstatement to a comparable job, subject to Article 14, Lay-off and Recall.
- (g) While on maternity Leave an employee shall continue to accumulate seniority. During maternity leave, an employee continues to participate, at her own expense, in the pension plan, life insurance plan, extended health plan and the dental plan unless the employee elects, in writing, not to do so.
- (h) A request to extend the period of leave shall be submitted at least two (2) weeks prior to the original termination date of the leave.

#### 19.05 Parental Leave

Parental Leave shall be granted, upon written request to the Human Resources Co-ordinator, Support Staff (copy to the immediate supervisor), in accordance with the provisions of the *Employment Standards Act*.

#### 19.06 Adoption Leave

An employee adopting a child, who does not take Parental Leave in accordance with paragraph 19.05 shall be entitled to three (3) days of Adoption Leave, without loss of pay, benefits or deduction from sick leave.

#### 19.07 Compassionate/Personal Leave

- (a) For full-time employees, leaves of absence for other than personal illness may be granted without reduction of salary up to a total of five (5) days per year as per 19.07 (b), subject to approval of the Principal/Immediate Supervisor. Leaves of absence may also be granted, by the Director or designate, for compassionate/Personal Leave with pay, for

reasons other than those provided for in 19.07 (b). It is understood that the total number of days for paid Compassionate/Personal Leave shall not exceed five (5) days per year. If the employee is refused leave by the Principal/immediate Supervisor, the employee has the right to appeal to the Director of Education. This leave of absence is not cumulative. Part-time employees shall be granted up to a total of two (2) days per year under this paragraph.

- (b) The Employer shall grant Compassionate/Personal Leave for:
1. Attending to the needs of an ill or injured member of the immediate family. (Immediate family refers to son, daughter, spouse or any relative for whom the employee bears special responsibilities.)
  2. Accompanying an immediate family member to a doctor's office or hospital.
  3. Needs directly related to the birth or adoption of a child.
  4. Attending a wedding.
  5. Attending graduation exercises.
  6. Writing an examination from a post-secondary institution, including one-half day before the exam.
  7. Moving.
  8. Legal appointment!;
  9. Municipal business.
  10. For the observance of Holy Days for a religion which is recognized in the *Marriage Act* as being "permanently established both as to the continuity of its existence and as to its rights and ceremonies."
  11. Acting as a pallbearer at a funeral for which the employee is not eligible for a Bereavement Leave under 19.02.
- (c) Absences arising from 19.07 (a) and (b) will be charged against sick leave credits.
- (d) The Employer may grant additional Compassionate/Personal Leave, without pay, to a maximum of two (2) days per year.
- (e) When requesting a Personal/Compassionate Leave, an employee shall obtain the Principal's/immediate supervisor's approval, and complete the Employer's Personal Leave log at the school/worksite.

#### 19.08 Leave for Union Functions

Subject to reimbursement from the Union to the Employer for the cost of pay and benefits, and upon request to the Employer, an employee elected or appointed to represent the Union at conventions, seminars, or conferences, or to take part in CUPE-sponsored training programs, shall be allowed leave *of* absence with pay and without loss of benefits. Seniority shall continue to accrue during such leave. The President of CUPE Local 997 shall forward to the Human Resources Co-ordinator, Support Staff, such requests, a minimum of two (2) weeks in advance of the event.

19.09 Leave for Union Office

An employee who is elected or appointed to Union office shall be entitled to an unpaid leave of absence, part-time or full-time, for the term of office, to a maximum of five (5) years. Seniority shall accrue during such leave, and group benefits participation may continue, at the employee's own expense. The leave may be terminated by the employee with two (2) months' written notice.

19.10 Leave for Public Service

(a) An employee who is elected as an MPP or MP shall be entitled to a full-time unpaid leave of absence, for the term of office, to a maximum of five (5) years. Seniority shall not accrue during such leave; group benefits participation may continue, at the employee's own expense. The leave may be terminated by the employee with two (2) months' written notice.

(b) An employee who is elected to Public Office, other than specified in (a) above, shall be granted unpaid leave, full or part-time, appropriate to the needs of the office. Seniority shall accrue during such leave; group benefits participation may continue, at the employee's own expense, pro-rata appropriately in the case of part-time leave. The leave may be terminated by the employee with two (2) months' written notice.

19.11 Self-Funded Leave Plan

(a) This plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay, by spreading salary over a longer period of time (example: 4 years' salary over 5 years). The maximum period for a self-funded leave plan shall be six (6) years.

(b) Any employee with one (1) year of service with Trillium Lakelands District School Board is eligible to apply.

(c) Application shall be made, in writing, to the Director or designate on or before March 15, with a copy to the Bargaining Unit President and the immediate supervisor.

(d) Written acceptance or denial of the employee's request, with explanation, shall be forwarded to the employee by April 15. An individual Self-Funded Leave Agreement shall be completed by June 30.

(e) The salary and any accrued interest shall be paid to the employee in the manner specified in the Self-Funded Leave Agreement governing the leave plan of that employee.

(9) The individual self-funded leave accounts shall be administered and invested by the Superintendent of Business. The rate paid on the funds shall not be less than the investment rate that is available on the Board's general revenue bank account. Prior to October 31, the Employer shall provide each plan participant with a personal statement of account detailing transactions for the year ending August 31 including interest earned for the year.

(g) While on self-funded leave:

(i) the employee is entitled to participate, at the employee's own expense, in the insured benefit coverage as outlined in Article 22;

(ii) Pension Plan contributions shall be continued, at the employee's own expense;

(iii) sick leave credits shall be retained but shall not accumulate.

- (h) An employee returning from a self-funded leave to active employment shall be reinstated to the position which the employee held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the employee's return to active employment is subject to Article 14 - Layoff and Recall.
- (i) Should an employee die, resign from the Board, be laid-off under Article 14 - Layoff and Recall, or decide to withdraw from the plan, the Employer shall pay to the employee's Estate or to the employee, as the case may be, within sixty (60) days, the amount of salary withheld up to that time along with any accrued interest.
- (j) These self-funded leave provisions are subject to Revenue Canada requirements.

## ARTICLE 20 - SICK LEAVE

- 20.01 For the purposes of this Article, "full-time" is as specified in paragraph 16.02.
- 20.02 Each employee in the Bargaining Unit, as of August 31, 1999, shall be credited with sick leave in accordance with either (a) or (b) below, provided that the sick leave maximum specified in 20.03 shall not be exceeded.
- (a) For employees from the former Haliburton and Victoria Boards, each employee shall be credited with sick leave in accordance with the sick leave provisions which were applicable to them under the Collective Agreement with the predecessor Board.
  - (b) For employees from the former Muskoka Board, sick leave shall be credited retroactively to the date of most recent permanent hire, on the basis of two (2) days per month of service, pro-rated for part-time, less chargeable sick days recorded from the most recent date of permanent hire to August 31, 1999.
- 20.03 Effective September 1, 1999, each full-time member of the Bargaining Unit shall be eligible for sick leave credits of two (2) days for each unbroken month of service with the Board, such sick leave credits to be cumulative to a maximum of two hundred and seventy (270) days and to be usable from the end of the probationary period. Each employee scheduled to work less than full-time hours shall be entitled to sick leave credits equal to the ratio of hours worked to full-time hours as a portion of the entitlement set out in this paragraph. Employees scheduled to work for the school year only will not be entitled to sick leave credits for July and August. Similarly, employees who commence employment during the school year shall have their annual sick leave entitlement appropriately pro-rated.
- 20.04 An unbroken month of service, for the purposes of paragraph 20.03, shall be one where an employee is employed on all working days in the month and is not absent from duties other than on account of:
- (a) illness
  - (b) accident or illness recognized for WSIB purposes
  - (c) authorized short term absences, e.g. bereavement (paragraph 19.02), personal/compassionate leave (paragraph 19.07), or union business (paragraph 7.03 and 19.08), scheduled vacation (Article 18).
- 20.05 Each eligible employee under paragraph 20.03 shall be entitled to receive their full rate of pay for any time lost due to illness for the number of normally scheduled hours on the day of absence to the full extent of their sick leave credit at the time of such absence. The number of days of absence due to illness shall be deducted from the employee's sick leave credits.
- 20.06 If an absence due to illness/injury extends beyond three (3) consecutive work days, an employee shall provide a medical certificate from a physician or dentist, if requested. For other absences, in extenuating circumstances and/or as part of the Employer's attendance management program,

the Director (or designate) may require a medical certificate, in which case the Employer shall reimburse the employee for the cost of the medical certificate.

20.07 Sick Leave Retirement Gratuity

For all members of the Bargaining Unit who were eligible for a sick leave retirement gratuity as of August 31, 1999, such gratuity entitlement shall be retained as per the applicable Collective Agreement with the predecessor Board, provided that there shall be no further sick leave accrual for retirement gratuity purposes after that date, other than for the purpose of maintaining the August 31, 1999 entitlement. For all Bargaining Unit members hired after August 31, 1999, there shall be no retirement gratuity entitlement.

20.08 Workplace Safety and Insurance Act

An employee prevented from performing the employee's regular work with the employer an account of an occupational accident that is recognized by the *Workplace Safety and Insurance Act* as compensable within the meaning of the *Insurance Act*, shall receive from the employer the difference between the amount payable by the *Workplace Safety and Insurance Act* and the employee's regular salary. Such difference shall be chargeable to the employee's sick leave account. If sick leave credits have been exhausted at the beginning of or during an absence covered by the *Workplace and Safety Insurance Act*, the employee shall be paid the regular Workplace Safety and Insurance rate by arid at the discretion of the *Workplace Safety and Insurance Act*.

## ARTICLE 21 – WAGE RATES & METHOD OF PAY

- 21.01 All employees in the Bargaining Unit shall be paid wages in accordance with Appendix "A", which is attached hereto and which forms part of this Collective Agreement.
- 21.02 Wages shall be paid by direct deposit into each employee's account at a financial institution which has capabilities for electronic funds transfer.
- 21.03 Employees will be paid bi-weekly on Thursday.
- 21.04 Each employee shall be provided with an itemized statement of the wages and deductions associated with each pay.
- 21.05 Temporary employees shall be paid the probationary rate of Salary Group I for their first 25 days of work. Commencing with the 26<sup>th</sup> day of work the rate of pay shall be the probationary rate of the position being filled.
- 21.06 Full time or part time employees filling a temporary assignment will receive the rate of pay for the job, based on the job classification and the appropriate grid step.
- 21.07 Part-time employees shall receive the wages specified in this Agreement on a pro-rata basis.

## ARTICLE 22 - GROUP BENEFITS

- 22.01 The Employer shall pay 90%, and eligible employees shall pay 10%, of the Group benefits premiums, with the exception of Long Term Disability, for the group benefits which are summarized in Appendix "E1" of this Agreement.
- 22.02 Eligible employees who participate in the Long Term Disability Plan shall pay 100% of the premiums.
- 22.03 Participation in the group benefits program, other than Long Term Disability, is a condition of employment for all eligible employees.

- 22.04 Participation in the Long Term Disability program is a condition of employment for all eligible employees who are hired on or after February 23, 2000. Participation in the Long Term Disability program is voluntary For all eligible employees who were current employees (i.e. as of February 22, 2000), as specified in Appendix "B".
- 22.05 The new group benefits program, other than Long Term Disability, shall be implemented as of April 1, 2000.
- 22.06 Sick Leave credits are not available to augment benefits from Long Term Disability.
- 22.07 Part-time employees (as defined in Article 1) do not participate in the group benefits program. **Note:** Any part-time employee who had been participating in the prior benefit program as of February 22, 2000 may continue to participate in the new program.

## ARTICLE 23 – GENERAL

### 23.01 Mileage

In respect of any travel on Board business which is required and authorized by the Board, employees shall be entitled to claim a mileage allowance, in accordance with Board Policy/Administrative Procedure.

### 23.02 Health & Safety

The parties hereto recognize their responsibilities under the Occupational Health & Safety Act, and hereby acknowledge that the role, responsibilities and obligations of the Joint Health and Safety Committee shall be as defined in its Terms of Reference.

## ARTICLE 24 - DISCHARGE, SUSPENSION AND DISCIPLINE

### 24.01 Warning

Whenever the Employer deems it necessary to warn an employee in a manner indicating that dismissal or discipline may follow any repetition of the act complained of or omission referred to, or may follow if such employee's work is not brought up to a required standard by a given date, the employer shall, within five (5) working days thereafter, give written particulars of such warning to the employee involved with a copy to the President of CUPE Local 997.

Where the Employer intends to interview an employee for disciplinary purposes the Employer shall so notify the employee and the President of CUPE Local 997 in advance of the interview, to ensure that the employee is aware of the right to have Union Representation at such meeting, and any subsequent meetings. It is understood that counseling regarding job performance and/or the performance appraisal process (including debriefing) is not considered "disciplinary" for the purpose of this clause.

### 24.02 Discharge Procedures

An employee who has completed his probationary period may be dismissed only for just cause and only upon the authority of the Employer. When an employee is discharged or suspended, a copy of the letter to the employee stating the reasons shall be forwarded to the President of CUPE Local 997 within five (5) working days.

### 24.03 Personnel Files

Employees shall have access to their personnel files in the presence of the Human Resources Administrator or designee, at a mutually agreed time and location. Upon request, employees will be given a copy of items in their files. There shall be one official personnel file for each employee and such official file shall be maintained in the Human Resources Department.

It is understood that should there be mutual agreement between the Human Resources Administrator or designee and the employee that an item in the file is inaccurate, the item shall be corrected. It is further understood that should there be no mutual agreement between the employee and the Human Resources Administrator or designee, the employee shall have a right of reply to the item which he/she believes is inaccurate. The written reply shall form part of the employee's official personnel file.

## ARTICLE 25 – BARGAINING UNIT SECURITY

- 25.01 The Union acknowledges the existing arrangements for the contracting of custodial services at six (6) schools within the jurisdiction of the former Victoria County Board of Education; the Employer undertakes that there will be no additional contracting of such services over the life of the current Collective Agreement, without the consent of the Union.
- 25.02 The Union acknowledges the existing arrangements for the contracting of services such as grass-cutting, landscaping, painting and snow-plowing, as well as the Employer's need to rationalize the delivery of such services across the new District School Board; the Employer, for its part, undertakes that, if such services are to be provided on a contract basis, as is currently done in Areas 3 and 4, this shall be accomplished, as much as possible, through attrition,
- 25.03 Both parties acknowledge the significant roles which can be played by volunteers within the school system; it is understood, however, that no permanent Employee will be laid-off, or have their hours of work reduced, as a result of the use of volunteers.
- 25.04 Other than as referenced in this Letter of Understanding and/or as otherwise agreed by the parties, Bargaining Unit work shall not be done under the auspices of the "Ontario Works" (workfare) or similar programs.
- 25.05 Both parties recognize the importance of providing work opportunities for students under the various programs which are available from time-to-time (eg. OYAP, SEED, Co-op, etc.). Participation by the Board in such programs will be discussed with the Union and would be on the basis that students would not replace Bargaining Unit members, in whole or in part.
- 25.06 It is understood by the parties hereto that supervisory duties in relation to persons who are performing "community service" (under the auspices of a probation order), or students (under paragraph 25.05 above) shall be the responsibility of management personnel,
- 25.07 It is understood that, in schools where custodial work is currently performed by Bargaining Unit members, and where part of the facility is made available for an external agency (eg. daycare, Haliburton Theatre), custodial services will normally continue to be provided by Bargaining Unit members.

## ARTICLE 26 - DURATION AND RENEWAL

- 26.01 This Agreement shall be in effect until December 31, 2002 and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the provisions of the *Ontario Labour Relations Act*.
- 26.02 This Agreement shall supersede all previous Collective Agreements between the Parties and shall continue in force and effect until such time as it is superseded by a new Agreement under the terms of the *Ontario Labour Relations Act*.
- 26.03 If either Party gives notice of its desire to negotiate in accordance with paragraph 26.01, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement in accordance with the *Ontario Labour Relations Act*.
- 26.04 No changes can be made to this Agreement without the mutual consent of the Parties.



**APPENDIX "A"**

**CUSTODIAL/MAINTENANCE SALARY GRID**

The following salary grids shall become effective on the dates set out below, provided that any current employees (as of February 5, 2000) shall not have their current hourly rate reduced as a result of the implementation of these grids.

<b>EFFECTIVE JANUARY 1, 2000</b>				
Salary Group	Start Rate	After Probation	After 1 Yr.	Position
I	13.03	13.63	14.23	Custodian
II	13.31	13.91	14.51	Lead Custodian (Elementary and Secondary) Maintenance I
III	14.03	14.63	15.23	Elementary Head Custodian
IV	14.31	14.91	15.51	Maintenance II
V	14.60	15.20	15.80	Maintenance III

<b>EFFECTIVE SEPTEMBER 1, 2000</b>				
Salary Group	Start Rate	After Probation	After 1 Yr.	Position
I	<del>13.23</del>	<del>13.83</del>	14.44	Custodian
II	<del>13.51</del>	<del>14.12</del>	14.73	Lead Custodian (Elementary and Secondary) Maintenance I
III	14.24	14.85	15.46	Elementary Head Custodian
IV	14.52	15.13	15.74	Maintenance II
V	14.82	15.43	16.04	Maintenance III

<b>EFFECTIVE SEPTEMBER 1, 2001</b>				
Salary Group	Start Rate	After Probation	After 1 Yr.	Position
I	13.43	14.04	14.66	Custodian
II	13.71	14.33	14.95	Lead Custodian (Elementary and Secondary) Maintenance I
III	14.45	15.07	15.69	Elementary Head Custodian
IV	14.74	15.36	15.98	Maintenance II
V	<del>15.04</del>	15.66	16.28	Maintenance III

<b>EFFECTIVE SEPTEMBER 1, 2002</b>				
Salary Group	Start Rate	After Probation	After 1 Yr.	Position
I	13.63	14.25	14.88	Custodian
II	13.92	14.54	15.17	Lead Custodian (Elementary and Secondary) Maintenance I
III	14.67	15.30	15.93	Elementary Head Custodian
IV	14.96	15.59	16.22	Maintenance II
V	15.27	15.89	16.52	Maintenance III

## APPENDIX "B"

### GROUP BENEFITS

<b>LIFE</b>	3 times annual earnings to a maximum of \$300,000
<b>AD&amp;D</b>	3 times annual earnings to a maximum of \$300,000
<b>OPTIONAL LIFE</b>	<ul style="list-style-type: none"> <li>• Employee paid</li> <li>e Available in units of \$10,000 to a maximum of \$100,000</li> </ul>
<b>LONG TERM DISABILITY</b>	<ul style="list-style-type: none"> <li>• 100% Employee paid - see note below</li> <li>• Optional for current employees</li> <li>• Mandatory for new hires after February 22, 2000</li> </ul>
<b>EXTENDED HEALTH CARE</b>	\$10/\$20 Deductible (excluding hospital & vision), Nil Co-pay
• Semi-Private	Yes, ~ 1 u B r i v a t e C o n v a l e s c e n t \$10/day, 120 days
e Drugs	Pay-direct, \$I 0 dispensing fee cap, legally requiring a prescription
• Fertility	6 month supply, \$2,400 maximum per 24 months
• Smoking Cessation	Not covered
• Vision	\$200/24 months Der person
• Ambulance & Out-Patient	Yes
e Massage	\$500 per calendar year, \$30/visit maximum
• Chiropractor	\$500 Der calendar year (secondary payer after OHIP)
• Podiatrist/Chiropracist	\$500 per calendar year (secondary payer after OHIP)
e Naturopath	\$500 per calendar year
e Speech Pathologist	\$500 Der calendar year
e Physiotherapist	\$500 per calendar year
• Osteopath	\$500 per calendar year (secondary payer after OHIP)
e Private Duty Nursing	\$10,000 Der calendar year
e Hearing Aids	\$300/60 months
e Psychologists	\$35 initial visit, \$20 subsequent, \$500 per calendar year
• Out-of-Country	Liberty Health Deluxe Plan
e Equipment & Other Services	Yes
<b>DENTAL</b>	Nil Deductible; current minus 1 year ODA Fee Guide, 6 month recall
e Basic Restorative	100% co-insurance, \$100 annual maximum
• Major Restorative	50% co-insurance, \$I ,000 annual maximum
• Orthodontics (Braces)	50%, \$1,500 lifetime maximum

**Note:** For CUPE employees eligible for group benefits participation, Long Term Disability is optional for all employees on staff as of February 22, 2000. It will be a mandatory benefit for all new CUPE employees hired on or after the effective date of February 23, 2000. Current employees must make an election to participate in the LTD benefit before a time period set out by the Board. For those current employees who decide not to participate, evidence of insurability (via health questionnaire) will be required should they wish to join at a later date. This information will be reviewed and may or may not result in an approval for the benefit.

**MEMORANDUM OF AGREEMENT**

- between -

**CUPE LOCAL 997**  
(hereinafter referred to as The "Union")

- representing -

**THE CUSTODIAL/MAINTENANCE BARGAINING UNIT**  
(hereinafter referred to as the "Bargaining Unit")

- and -

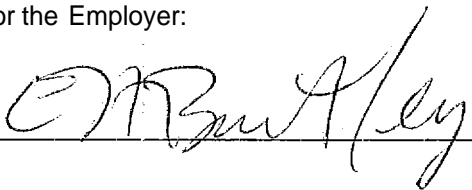
**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board" or the "Employer")

**Re: Group Benefits.**

With reference to paragraph 22.01, which deals with the Employer/Employee premium split for group benefits, the Employer will pay the Employees' 10% costs, until December 31, 2002 only, after which the Employees will become responsible for those costs.

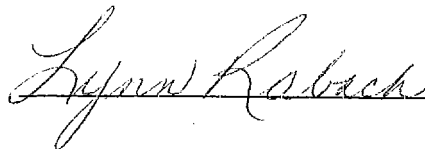
Dated at Lindsay this 8th day of May, 2000.

For the Employer:



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For the Union:



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LETTER OF UNDERSTANDING

- between -

**CUPE and its Local 997,  
Custodial/Maintenance Bargaining Unit  
(hereinafter called the "Union")**

- and -

**CUPE and its Local 997,  
Office Clerical, Technical and Educational Assistants Bargaining Unit  
(hereinafter called the "Union")**

- and -

**Trillium Lakelands District School Board  
(hereinafter called the "Employer")**

**re: Professional Development**

The parties hereto acknowledge that, inasmuch as Professional Development budgeting and planning is already in place for the September 1, 1999 to August 31, 2000 year, the Professional Development obligations and entitlements under the Collective Agreements with the predecessor Boards shall be continued for that year.

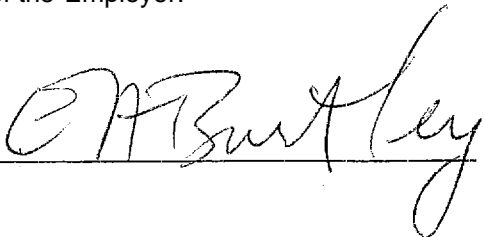
Effective September 1, 2000, the Board will provide an annual sum of \$16,000 (sixteen thousand dollars) for Professional Development purposes, which fund may be accessed by employees from both the Custodial/Maintenance, and Office Clerical, Technical and Educational Assistants Bargaining Units. The fund shall be administered by the Joint Labour Management Committee, under the general principles of Policy 435 of the former Victoria County Board of Education, until such time as a new policy is developed by the Employer, in consultation with the Bargaining Units.

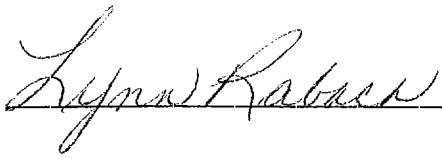
It is understood that unexpended funds in any school year will be carried forward to the next year.

Dated at Lindsay this 8th day of May, 2000

For the Employer:

For the Union:

  
\_\_\_\_\_

  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

- between -

**CUPE LOCAL 997**  
(hereinafter referred to as The "Union")

- representing -

**THE CUSTODIAL/MAINTENANCE BARGAINING UNIT**  
(hereinafter referred to as the "Bargaining Unit")

- and -

**TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board" or the "Employer")

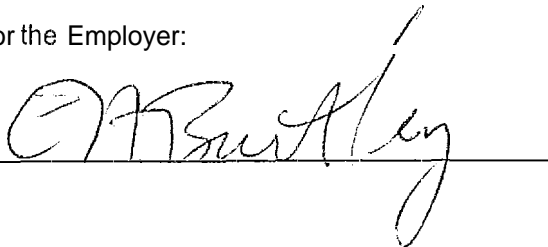
**Re: Article 18 - Vacations**

As part of the agreement to harmonize vacation entitlements from the three predecessor Boards, and in particular in relation to the entitlements specified in paragraph 18.01, it is understood and agreed as follows:

THAT Custodial/Maintenance employees from the former Haliburton and Muskoka Boards, who would have qualified for a fourth week of vacation during the January 1, 1999 to December 31, 1999 period, based upon completion of nine (9) years of service, shall maintain that entitlement. All other entitlements shall be as specified in paragraph 18.01.

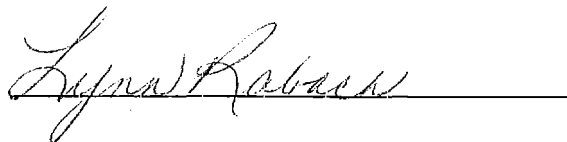
Dated at Lindsay this 8th day of May, 2000.

For the Employer:



\_\_\_\_\_

For the Union



\_\_\_\_\_

LETTER OF UNDERSTANDING

- between -

CUPE and its Local 997,  
Custodial/Maintenance Bargaining Unit  
(hereinafter called the "Union")

- and -

Trillium Lakelands District School Board  
(hereinafter called the "Employer")

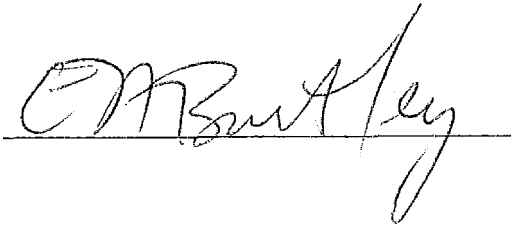
re: Joint Job Evaluation Committee

The parties hereto acknowledge their joint responsibility to comply with the provisions of the *Pay Equity Act*. As soon as is practicable, after the ratification of the Collective Agreement; the parties shall establish a Joint Job Evaluation Committee consisting of up to three (3) members from the Employer and up to three (3) members from the Bargaining Unit.

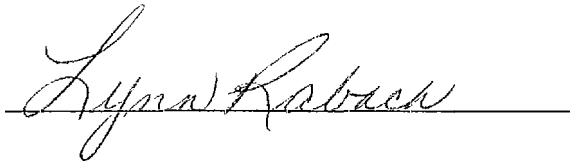
Dated at Lindsay this 8th day of May, 2000

For the Employer:

For the Union:



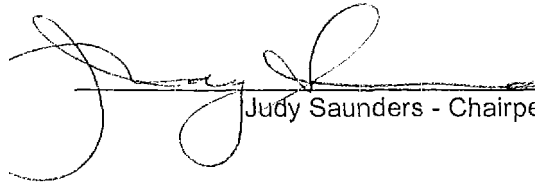
A handwritten signature in cursive script, appearing to read "E. M. Burtley", written over a horizontal line.



A handwritten signature in cursive script, appearing to read "Lynn Raback", written over a horizontal line.

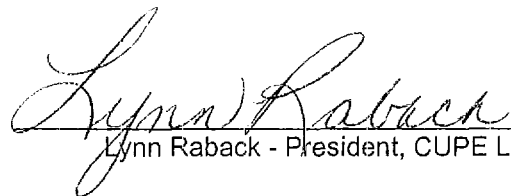
Signed at Lindsay this 8th day of May, 2000.

on behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

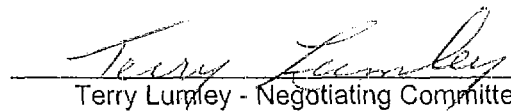
  
\_\_\_\_\_  
Judy Saunders - Chairperson

  
\_\_\_\_\_  
Evelyn Brown - Director of Education

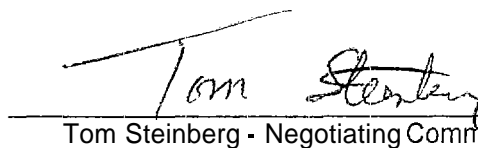
on behalf of CUPE LOCAL 997, CUSTODIAL/MAINTENANCE BARGAINING UNIT:

  
\_\_\_\_\_  
Lynn Raback - President, CUPE Local 997

  
\_\_\_\_\_  
Gwen Hewitt - CUPE Staff Representative

  
\_\_\_\_\_  
Terry Lumley - Negotiating Committee Member

  
\_\_\_\_\_  
Tim Noble - Negotiating Committee Member

  
\_\_\_\_\_  
Tom Steinberg - Negotiating Committee Member

## GENERAL INFORMATION

### CUPE Local 997

Mailing Address: ~ o 506, Minden, (Mario K0M 2K0  
Telephones: (705) 286-1156 – toll free – 1-877-838-CUPE (2873)  
Fax: (705) 286-2642  
President: Lynn Raback - e-mail: lynn.raback@tldsbn.on.ca

### Trillium Lakelands District School Board

#### Lindsay Corporate Office:

Mailing Address: P.O. Box 420, 300 County Road 36  
Lindsay, Ontario K9V 4S4  
Main Switchboard: (705) 324-6776  
Voice Mail: (705) 324-5300  
Fax (Main): (705) 324-2036  
Fax (H.R. Dept.): (705) 324-0525

#### Haliburton Office:

Mailing Address: P.O. Box 507  
Haliburton, Ontario K0M 1S0  
Telephone: (705) 457-1980  
Fax: (705) 457-3040

#### Bracebridge Office:

Mailing Address: 76 Pine Street  
Bracebridge, Ontario P1L 1N4  
Telephone: (705) 645-8704  
Fax: (705) 645-2682

#### Frequently called numbers:

H.R. Administrator, Lindsay Office, ext. 176  
H.R. Executive Assistant, Lindsay Office, ext. 121  
H.R. Coordinator, Support Staff, Lindsay Office, ext. 123  
H.R. Data Systems Officer (Benefits), Lindsay Office, ext. 174  
H.R. Assistant (LTD/WSIB Claims), Lindsay Office, ext. 143  
Payroll Supervisor, Lindsay Office, ext. 175