

***ALGOMA DISTRICT SCHOOL BOARD***

***COLLECTIVE AGREEMENT***

***CUPE LOCAL 16***

***September 1st, 2008 - August 31st, 2012***

**COLLECTIVE AGREEMENT**

between

**THE ALGOMA DISTRICT SCHOOL BOARD**

hereinafter referred to as the “Board”

and

**CUPE LOCAL 16**

hereinafter referred to as the “Union”

September 1st, 2008 - August 31st, 2012

## TABLE OF CONTENTS

<b>ARTICLE NUMBER</b>	<b>TITLE</b>	<b>PAGE(S)</b>
ARTICLE 1	PURPOSE	1
ARTICLE 2	RECOGNITION	1-2
ARTICLE 3	MANAGEMENT RIGHTS	2
ARTICLE 4	CONTRACTING OUT	3
ARTICLE 5	UNION SECURITY	3-4
ARTICLE 6	GRIEVANCE PROCEDURE	4-8
ARTICLE 7	LABOUR/MANAGEMENT COMMITTEE	8
ARTICLE 8	JOB EVALUATION/PAY EQUITY COMMITTEE	9-10
ARTICLE 9	SENIORITY/LOSS OF SENIORITY	10
ARTICLE 10	PERSONNEL FILES	10
ARTICLE 11	JOB POSTING	10-12
ARTICLE 12	BOARD INITIATED TRANSFERS	12
ARTICLE 13	LAYOFF/RECALL	13-14
ARTICLE 14	PROBATIONARY PERIOD	15
ARTICLE 15	EMPLOYEE AND POSITION DEFINITIONS	15-17
ARTICLE 16	HOURS OF WORK	17-18
ARTICLE 17	OVERTIME/CALLOUT	18-19
ARTICLE 18	SHIFT SCHEDULING/WORKLOAD	19-22
ARTICLE 19	ABSENTEEISM	22-23
ARTICLE 20	REPLACEMENT PROCEDURES	23
ARTICLE 21	SICK LEAVE	24-25
ARTICLE 22	RECOGNIZED HOLIDAYS	25-26
ARTICLE 23	VACATIONS	26-29
ARTICLE 24	ENROLMENT IN HEALTH BENEFIT PLAN	29-33
ARTICLE 25	RETIREMENT	33
ARTICLE 26	ONTARIO MUNICIPAL EMPLOYEE RETIREMENT SYSTEM (OMERS)	33

<b>ARTICLE NUMBER</b>	<b>TITLE</b>	<b>PAGE(S)</b>
ARTICLE 27	UNION LEAVES	34-35
ARTICLE 28	COLLECTIVE BARGAINING LEAVE	35
ARTICLE 29	EDUCATIONAL LEAVE	35-36
ARTICLE 30	PREGNANCY & PARENTAL LEAVE	36-37
ARTICLE 31	SHORT TERM LEAVES OF ABSENCE/ COMPASSIONATE	37-38
ARTICLE 32	JURY/COURT DUTY	38-39
ARTICLE 33	GENERAL LEAVE	39
ARTICLE 34	WORKERS SAFETY AND INSURANCE BOARD (WSIB)	39-40
ARTICLE 35	GENERAL	40
ARTICLE 36	RESIGNATION	40
ARTICLE 37	FIRST AID KITS	41
ARTICLE 38	NO STRIKE OR LOCKOUT	41
ARTICLE 39	VALIDITY OF AGREEMENT	41
ARTICLE 40	METHOD OF PAYMENT	41 - 42
ARTICLE 41	RATE OF PAY/JOB TITLES	42
ARTICLE 42	SALARY & CLASSIFICATIONS	43
	<u>LETTERS OF UNDERSTANDING</u>	
(A)	RETIREMENT GRATUITY	44-45
(B)	ON ISSUES RELATIVE TO RATES OF PAY – Letter 1	46
(C)	ON ISSUES RELATIVE TO RATES OF PAY – Letter 2	47
(D)	ON ISSUES RELATIVE TO RATES OF PAY – Letter 3	48
(E)	VACATION BONUS	49
(F)	LETTER OF UNDERSTANDING	50
(G)	FOUR DAY SUMMER WORK WEEK	51-53
(H)	PRINCIPLES FOR THE NEW CLEANING METHOD	54-55
(I)	ARTICLE 2 CLARIFICATION	56
(J)	NEW CLEANING MODEL DESIGN COMMITTEE	57
(K)	TRADESPERSON ALLOWANCE	58
(L)	DISCIPLINE AND DISCHARGE	59

(M)	REVISED HOURS OF WORK FOR NON-INSTRUCTION SCHOOL DAYS	60
(N)	OVERTIME SCHEDULEING CHANGE OF PRACTICE	61
(O)	FUNDING ENHANCEMENT – PDT	62
(P)	PROFESSIONAL DEVELOPMENT – PDT	63
(Q)	JOINT BENEFIT COMMITTEE & PDT ENHANCEMENT	64
(R)	SUPERVISION	65
(S)	DEFINITION OF OMERS CONTRIBUTORY EARNINGS	66

## **ARTICLE 1**

### **PURPOSE**

- 1.1 The purpose of this Collective Agreement is to set forth rates of pay, hours of work, benefits and other terms and conditions of employment, including the provision of procedures for the resolution of grievances between the Board and the employees who come under the scope of this Agreement.

### **IMPLEMENTATION**

- 1.2 (a) Both parties shall be bound by appropriate legislation of Canada and the Province of Ontario.
- (b) For the purpose of administering this Agreement previous geographical areas will be defined as any new and existing work sites within the regions covered by the following former Boards/areas: Hornepayne, Chapleau, Michipicoten, Central Algoma, Sault Ste. Marie.

## **ARTICLE 2**

### **RECOGNITION**

- 2.1 The Board recognizes the Canadian Union of Public Employees and its Local 16 as the bargaining agent in respect of the Plant/Maintenance/Carestaff Unit being: all employees of the Algoma District School Board engaged in plant, maintenance, caretaking, groundskeeping, stores and cafeteria positions, save and except supervisors, assistant supervisors and persons above the rank of supervisor.
- 2.2 The parties agree that current scenarios for contracting out of work within the scope of this Collective Agreement shall be allowed to continue. Such scenarios include but are not limited to:
- (a) North Shore cleaning and maintenance and District Wide Cafeterias currently being outsourced will be excluded from the scope of this Agreement.
- (b) Significant projects or work requiring specialized equipment, expertise, licenses, etc. which do not affect the regularly scheduled hours of work of bargaining unit employees.
- (c) Students who are employed to work regularly less than eight (8) hours per week shall be excluded from the scope of this Agreement, provided such work does not lessen the regularly scheduled hours of work of a bargaining unit employee in the former Board areas of Michipicoten, Chapleau and Hornepayne. (Reference Letter of Understanding I)

- 2.3 No bargaining unit employee shall be required or permitted to make any written or verbal agreement with the Board or its representatives which is contrary to the terms of this Collective Agreement.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

- 3.1 Except as modified by this Agreement and to the extent specifically described in the Agreement, all rights and prerogatives of management are retained by the Board and remain exclusively and without limitations, within the right of the Board and its administration. Without limiting the generality of the foregoing, the Board's rights shall include:
- (a) The right of the Board to hire, direct, promote, demote, classify, transfer, suspend and lay off employees and also the right of the Board to discipline or discharge any employee for just cause; provided, however, that a claim by an employee (who has acquired seniority) that he has been discharged, suspended, demoted or disciplined without just cause, or that the Board has exercised any of its other rights contrary to the terms of this Agreement may be subject of a grievance and dealt with as hereinafter provided.
  - (b) The right of the Board to authorize any agent, advisor, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
  - (c) The right of the Board to determine qualifications, duties and responsibilities of positions.
- 3.2 The Union further recognizes the right of the Board to operate and manage its business in all respects in accordance with its commitments and responsibilities. The methods, processes and means of operation used, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery and tools are solely and exclusively the responsibility of the Board, subject to the terms of this Agreement.
- The Board also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement.
- 3.3 Any exercise of the above-noted rights by the Board that establish a new, changed or modified policy or practice will be communicated to the President, the Group Vice President and the Recording Secretary of the Union in writing as soon as possible.

## **ARTICLE 4**

### **CONTRACTING OUT**

- 4.1 The Board agrees that all schools and buildings under its jurisdiction shall continue to be maintained by bargaining unit employees of the Board. The Board will not contract out work normally performed by employees who are embraced by the Bargaining Unit. This shall not prevent the Board from contracting out work of an emergency nature and work not normally performed by members of the Bargaining Unit.
- 4.2 When contracting out is necessary it will not directly lessen the regularly scheduled hours of work for employees.
- 4.3 Student Co-op will not be used to lessen the regularly scheduled hours of work for employees.
- 4.4 No bargaining unit work shall be done under the auspices of an "Ontario Works" (Workfare) Program.

## **ARTICLE 5**

### **UNION SECURITY**

- 5.1 The Union shall notify the Board in writing of the names of persons elected to office in the Union and who are authorized by the Union to represent employees on behalf of the Union.
- 5.2 The Board will provide the Union with access to bulletin board space in each work site for posting of Union business and information in a place not visible to students or the general public.
- 5.3 The Board shall deduct from the pay of each employee, as described in Article 2 (Recognition), such dues and assessments that may be levied by the Union. The total amount of dues deducted, together with a list of employees showing wages and hours of work for the pay period, shall be remitted to the National Treasurer of CUPE as soon as possible following each pay period.
- 5.4 The Union is responsible for keeping the Board informed of the name and address for the National Treasurer of CUPE.
- 5.5 The Local 16 Secretary-Treasurer of the Union is responsible for informing the Board of the dues and assessments on regular pay to be deducted from each employee's pay.
- 5.6 The employee, the bargaining unit and the Union, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of deductions authorized by the Union.

- 5.7 On request, provided sufficient notice is given by the Union to a Human Resources Officer, the local President or the Group Vice President of the Union shall be provided with a list of employees covered by the bargaining unit. The information provided will contain the employees' name, gender, work location, mailing address and listed phone numbers. The information requested may appear on more than one list.
- 5.8 The Human Resources Department of the Board agrees to advise new employees that a Collective Agreement is in force, and that Union dues will be deducted in accordance with the Collective Agreement.
- Except for bona fide religious reasons in accordance with The Ontario Labour Relations Act and/or the Human Rights Code, all present employees shall either maintain their Union membership or join the Union within thirty (30) days after the ratification of this Agreement and shall remain Union members in good standing.
- Except for bona fide religious reasons in accordance with the Ontario Labour Relations Act, and/or the Human Rights Code, employees hired subsequent to the ratification of this Agreement shall become Union members as of the first day of work, and shall remain Union members in good standing.
- 5.9 The Union may, with the approval of the Director or designate, be allowed to use the inter-school or inter-district mail service for the purpose of communicating with its membership.
- 5.10 The Board recognizes the right of the Union to authorize any agent, advisor, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

- 6.1 Every effort will be made to resolve complaints before they become grievances.
- 6.2 A grievance shall be defined as any difference arising from the interpretation, application or alleged violation of the terms of this Collective Agreement including whether a matter is arbitrable.
- 6.3 Time lines for Grievances and Arbitration shall be suspended during the period of School Breaks (such as Christmas, Spring, Summer).
- 6.4 All grievances and answers after the informal stage shall be in writing. Meeting arrangements shall be made through the Human Resources Department.
- 6.5 A member of the Union Grievance Committee shall have the right to visit the work area during their investigation of a complaint at no cost to the Board.

6.6 For the purpose of this Article, participation by teleconference or video conference shall be deemed to constitute attendance at a meeting.

6.7 (a) Board Committee

The Board's Grievance Committee may include up to four (4) non-union employees and up to two (2) trustees.

(b) Union Committee

The Union's Grievance Committee may include up to four (4) employees duly authorized by the Union to act on its behalf. Three of these employees shall be from the Sault Ste. Marie geographic area. The fourth committee member shall be an employee representing the geographic area from which the grievance arises.

(c) Grievance meetings shall be arranged at mutually satisfactory times during the "split", but in any case every effort will be made to minimize disruption of the Board's operational requirements.

Should either party have to reschedule a grievance meeting to a time "outside of the split", the party requesting the change will be responsible for the wage loss for the Union Committee and grievor to attend the meeting which occurs outside the "split".

In the event the grievance meeting is held during the scheduled "split", the Board agrees to pay the wages of one (1) employee who has been elected to the Grievance Committee and who is required to work during the "split" shift period.

The Union shall have the right to include its National Representative as a fifth committee member should the Union so desire, at no cost to the Board.

(d) Resource People

Additional resource people may be included by mutual consent. Each party will bear their own costs for resource people.

## PROCEDURE - INDIVIDUAL(S) GRIEVANCE

6.8 Step 1 - Informal Step

If an employee(s) feels there has been a violation of the Collective Agreement the employee(s) shall first seek remedy through a meeting with the immediate supervisor. The employee(s) shall have Union representation (a member of the Grievance Committee) present at said meeting should the employee(s) so desire. A representative from Human Resources may be present at this stage should the immediate supervisor so desire.

The employee(s) must discuss the alleged violation with the immediate supervisor within ten (10) school days of the date of the incident. The immediate supervisor will respond verbally to the employee(s) union within ten (10) school days.

#### 6.9 Step 2

If the informal meeting does not result in a resolution, the Union may submit the grievance, in writing, to the Manager of Plant, with copies to Human Resources, within ten (10) school days of the date of the response of the immediate supervisor. Such written grievance shall contain:

- (a) a description of the facts giving rise to the grievance, the dates of the alleged violation(s) and the relevant Article;
- (b) the remedy sought;
- (c) signatures of the duly authorized official of the Bargaining Unit and grievor.

The Manager of Plant or designate shall respond in writing to the grievance within ten (10) school days from the date the grievance was received.

#### 6.10 Step 3

- (a) If the grievance is not resolved at Step 2, the Union may, within ten (10) school days from the date of receipt of the reply, submit the grievance to the Director or designate.
- (b) A joint meeting of the parties' respective grievance committees will be arranged to try to resolve the dispute.
- (c) The Union shall be notified in writing of the answer of the Director within ten (10) school days from the date of the Step 3 grievance meeting.

6.11 If the grievance is not resolved at Step 3, the Union shall advise the Board within twenty-five (25) school days of their intent to forward the grievance to arbitration.

6.12 Time restrictions are mandatory but may be extended if mutually agreed upon. Consent to extend the time limits will not be unreasonably withheld. The failure of one party to comply with time allowances or any agreed upon extensions shall result in the grievance being moved to the next step in the process.

### POLICY GRIEVANCES

#### 6.13 Step 1 - Informal Discussion

The Union alleging the contravention of the Collective Agreement shall first attempt to resolve the matter by informal meeting with the Manager of Plant and/or designate. Such a meeting will occur within twenty-five (25) school days of the date of the alleged contravention of the Agreement.

#### 6.14 Step 2

In the event that this issue remains unresolved, a grievance may be filed in writing to the Director of Education within ten (10) school days of the informal meeting. Such written grievance shall contain:

- (a) a description of the facts giving rise to the grievance, the dates of the alleged violation(s) and the relevant Article;
  - (b) the remedy sought;
  - (c) signatures of the duly authorized officials of the Bargaining Unit.
- 6.15 A joint meeting of the party's respective grievance committees shall be arranged within ten (10) school days of receipt of the written grievance to discuss the grievance and attempt to resolve the dispute.
- 6.16 The Director shall respond in writing to the grievance within fifteen (15) school days from the date of the meeting.
- 6.17 If the grievance is not resolved at Step 2, the Union shall advise the Director within twenty-five (25) school days of the intent to forward the grievance to arbitration.
- 6.18 Time restrictions may be extended if mutually agreed upon. Consent to extend time restrictions will not be unreasonably withheld.

#### ARBITRATION

- 6.19 Where a difference arises between the parties relating to the contravention of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the grievance to arbitration. The notice shall contain the names of the first party's nominee to the Arbitration Board. The Parties upon mutual agreement shall refer the matter to a Sole Arbitrator.

The recipient of this notice shall, within fifteen (15) school days, advise the other party of the name of its nominee to the Arbitration Board. The two nominees shall, within forty-five (45) school days of the appointment of the second nominee, appoint a third person who shall be the Chairperson.

- 6.20 If the parties fail to agree upon the Chairperson within the time limit, the appointment shall be made by the Minister of Labour upon request of either party.

The Arbitration Board or Arbitrator (as the case may be) shall hear representations of the parties and shall issue a decision. The decision shall be final and binding upon the parties.

6.21 The parties may mutually agree in writing to substitute a single arbitrator for an Arbitration Board at the time of referral to arbitration. All other provisions contained in this Article shall continue to apply.

6.22 In the event of an Arbitration, the Board shall bear the cost of its attendees. Regardless of the number of local Union grievance representatives, the Board will be responsible for a total of up to four (4) days lost wages. Local grievance representatives shall be employees of the Algoma District School Board and may include the grievor.

Each party shall bear the costs of its representative to the Board of Arbitration.

Each of the parties will jointly bear the costs of an Arbitration Chairperson or single Arbitrator on an equal basis.

6.23 The Arbitrator or Board of Arbitration shall not alter, modify or amend this Agreement in any manner and shall not make any decision inconsistent with the provisions of this Agreement.

## **ARTICLE 7**

### LABOUR/MANAGEMENT COMMITTEE

- 7.1 a) The Labour/Management Committee will consist of the following:  
three (3) representatives from the Union and three (3) from the Board.  
b) The Committee shall meet semi-annually or as required by the Bargaining Unit Executive or by the Employer to discuss matters of common concern. A meeting shall be held as expeditiously as possible as mutually agreed between the parties, but not later than fifteen (15) days after receipt of a request by either party or as otherwise mutually agreed.
- 7.2 This Committee will form to discuss issues that arise. Every effort will be made to schedule committee meetings outside of working hours. In the event that this is not possible, Union members on the Committee shall be granted leave with pay to attend committee meetings.
- 7.3 The purpose of the Committee is to discuss issues which arise out of the administration of this Collective Agreement. However, any discussions of the Committee shall not replace or infringe upon the grievance procedure.
- 7.4 All committee members must be employees of the Algoma District School Board. The National Representative may participate in meetings of this Committee should the Union so desire.

## ARTICLE 8

### JOB EVALUATION/PAY EQUITY COMMITTEE

- 8.1 The Board acknowledges the right of the Union to appoint a Job Evaluation/Pay Equity Committee of not more than three (3) members.
- 8.2 Committee members shall be granted leave to attend committee meetings between the Board and Union at no cost to the Board.

## ARTICLE 9

### SENIORITY/LOSS OF SENIORITY

- 9.1 Seniority shall be defined as the length of time from an employee's most recent date of hire and is designed to give each employee an equitable measurer of opportunity and job security. Seniority shall include service with any predecessor Board in a bargaining unit position prior to the certification of this bargaining unit. In the event of a tie, the date on the employee's most recent application which is in the employee's personnel file will be used to determine seniority order. In the event that seniority is still tied it shall be broken by lots conducted jointly by the parties.

Seniority shall be maintained during:

- i) any period of layoff for a period of eighteen (18) months,
  - ii) any appointment by the Board to a non-union position for a period not to exceed twelve (12) months,
  - iii) any sick leave, LTD or period of WSIB, and
  - iv) any leave of absence granted by the Board.
- 9.2 Seniority lists showing the name, date of hire and employee's job title will be prepared by the Board for all full and part time employees. Seniority lists shall be ranked in order of highest to lowest, based on date of hire. Such lists shall be posted on bulletin boards and a copy forwarded to the Union by January 30th of each year.

An employee noting an error in his/her seniority will make it known in writing to the Manager of Human Resources or designate within thirty (30) working days of the date the list was posted. Any error verified will cause a revised list to be posted. An employee who was on an approved leave of absence shall have five (5) working days from their return to work date to check the list for errors.

Failure to dispute the accuracy of the seniority list in writing within the specified time period shall result in the list being deemed to be correct.

- 9.3 The Board will maintain a date of hire list for all casual employees. Casual employees will not be placed on the seniority list nor will they be eligible for seniority until such time as the employee is appointed to a permanent position and successfully completes the probationary period. The list shall be appended to the seniority list.

9.4 Any newly appointed employees covered by this Agreement who have successfully completed their probationary period shall have their names placed on the seniority list and the seniority of the employee shall be dated to the employee's most recent date of hire.

9.5 LOSS OF SENIORITY

An employee shall lose seniority and employment shall be deemed to have terminated, under the following conditions, if an employee:

- i) resigns/retires,
- ii) is discharged, and such discharge is not reversed through the grievance or arbitration procedure,
- iii) fails, after a layoff, to return to work within seven (7) working days from the recall date given in the notice of recall, unless an extension is granted by the Board due to an emergency or other pressing reason,
- iv) an employee's recall rights under the Recall Article expire at the end of eighteen (18) calendar months from the date of layoff exclusive of July and August,
- v) absents oneself from work without a bona fide reason acceptable to the Board,
- vi) fails to return to work promptly after the expiration of any leave or vacation granted, without a bona fide reason acceptable to the Board.

**ARTICLE 10**

PERSONNEL FILES

- 10.1 (a) Employees shall be entitled to review their own personnel file in the office where the file is normally kept and in the presence of a Board designated representative. The Board will be given twenty-four (24) hours notice prior to any request for access to such files.
- (b) Upon request a copy of such file shall be provided to the employee. The board may invoice the employee for any cost incurred. With the written consent of the employee the president of the local union or designate shall be entitled to review the employee's personnel file in accordance with the provisions of this clause.

**ARTICLE 11**

JOB POSTING

11.1 A vacancy may occur and will be posted when:

- (a) an employee is appointed to another position, or
- (b) an employee is discharged, demoted from a position, or
- (c) an employee is on an approved absence for a period in excess of twelve (12) months, or
- (d) an employee is absent in excess of twelve (12) months due to illness, WSIB, or

- (e) an employee resigns/retires from a position and the Board requires a replacement, or
  - (f) there is a newly created position.
- 11.2
- a) In the event a part time position becomes a full time position it shall be posted.
  - b) All Day positions will be posted, unless an employee has recall rights to a Day position. The resulting vacancy created from the Day position will be used for recall purposes.
- 11.3 When a vacancy occurs within the scope of this Agreement, the following procedure shall be used in filling the position:
- i) An employee displaced/relocated from his/her job classification according to Article 14 shall have the option of being reinstated to his/her former job classification provided the vacancy occurs within twelve (12) months of being relocated. Refusal shall cancel all rights under this clause.
- If the vacancy is not filled according to (i), then
- ii) The Board will offer Recall to the most senior, qualified, laid-off employee(s) in accordance with the provision of the Recall Article.
- If the vacancy is not filled according to (ii), then
- iii) The position shall be posted in each work location within three (3) working days of being declared vacant. The posted notice will remain for five (5) working days exclusive of:
    - (a) School Breaks (July, August, Christmas and Spring Break),
    - (b) where the vacancy is a result of a retirement; then it may be posted up to sixty (60) working days prior to the retirement date, and
    - (c) holidays.
  - iv) All vacant or newly created positions will be posted up to and including June 15<sup>th</sup> each years.
- 11.4 Postings shall contain the job description, wage rates, qualifications, and/or equivalent experience required, hours of work, the shift to be worked and closing date and time. Postings shall be open to all permanent full or part time employees within the bargaining unit.

Employees absent during a posting shall have the right to apply for such positions within three (3) working days of their return, but not later than fourteen (14) working days from the opening date of the posting.

- 11.5 Appointments shall be made on the basis of seniority, qualifications and/or equivalent experience and medical fitness. If a senior applicant is rejected, the applicant will be advised in writing of the reasons for the rejection. The name of the successful applicant shall be made known to the President of the Local.
- 11.6 a) In the event the vacancy is not filled as a result of Article 11.3, the Board may take steps to fill the position by the appointment of a qualified casual then external recruitment.  
b) Postings which remain vacant, following the above postings, shall be offered to casual employees in accordance with Article 11.5. The date of hire will be used in place of seniority as specified in Article 11.5. The Union will be advised of appointments
- 11.7 An employee returning to work from illness, LTD or WSIB, extending beyond twelve (12) months, shall be placed into a position within his/her former job title and geographic area according to seniority and qualifications and subject to the provisions of the Layoff Article.
- 11.8 An employee who is the successful applicant for a vacancy shall not be entitled to apply for any other vacancies for a period of six months (6) except where a promotion for such an employee is involved. When an employee is appointed to a posted position they may return to their previous position within three (3) working days or prior to the commencement of the fourth working shift. Written notification of the employee's decision must be provided to their immediate Plant Supervisor prior to the commencement of the fourth working shift. An employee may waive any portion of the trial period by notifying Plant Supervision in writing.
- 11.9 A promotion is defined to be an advancement in job class, an increase in hourly rate of pay or an increase in regular hours of work.

## **ARTICLE 12**

### **BOARD INITIATED TRANSFERS**

- 12.1 If it becomes necessary for the Board to transfer an employee, every attempt will be made to transfer the employee to a position within their job title and geographic area.
- 12.2 Transfers shall first be discussed with the Union and the employee. The employee shall be advised of the transfer at least five (5) working days in advance of the transfer.
- 12.3 If the Board is required to transfer the employee outside their geographic area and the employee is required to relocate their household from one geographic area to another, the employee will be assisted at a rate of 50% of the actual cost of moving the employee's household goods to a maximum of \$1,000.00, based on original receipts submitted to the Board.

**ARTICLE 13**LAYOFF/RECALL

13.1 An employee is considered to be laid off when:

- (a) a position is eliminated,
- (b) there is a reduction in the workforce,
- (c) there is a reduction in a full time employee's hours of work or a reduction of hours for part time employees working fifteen (15) hours per week or more, or
- (d) when an employee's position is declared redundant.

13.2 Laid off employees shall be required to exercise seniority according to the following sequential steps:

Step 1

Laid off employees shall be moved laterally within their own job title to vacant positions within fifteen (15) kilometers of the location of the employee's former position in accordance with seniority. If the move is beyond fifteen (15) kilometers the employee may choose to accept the move; then

Step 2

- (a) An employee who does not hold a position in accordance with Step 1 shall displace a junior employee in the same job title within fifteen (15) kilometers of the location of the employee's former position in accordance with seniority.
- (b) An employee who is unable to displace a junior employee in their own job title within fifteen (15) kilometers of the location of their former position may choose to displace a junior employee within their job title in excess of fifteen (15) kilometers of the location of the employee's former position; then

Step 3

- (a) An employee who does not hold a position in accordance with Step 2, shall displace a junior employee in the same job class within fifteen (15) kilometers of the location of the employee's former position in accordance with seniority, qualifications or equivalent experience necessary to perform the essential duties of the position.
- (b) An employee who is unable to displace a junior employee in their own job class within fifteen (15) kilometers of the location of their former position may choose to displace a junior employee within their own job class in excess of fifteen (15) kilometers of the location of the employee's former position provided the laid off employee has the qualifications or equivalent experience to perform the essential duties of the job; then

Step 4

As a last resort, an employee who does not hold a position in accordance with Steps 1, 2 and 3, shall displace an employee with less seniority within fifteen (15) kilometers of the location of their former position in the next immediate higher or lower job class (progressive steps), provided the employee has the seniority, qualifications and equivalent experience necessary to perform the essential duties of the position as determined by the Board.

- 13.3 An employee who does not hold a position after exhausting the above steps shall be laid off and placed on a recall list.
- 13.4 In the event the Board is required to lay off employees, all laid off full and part time employees will be notified at least twenty-five (25) calendar days prior to the layoff or according to Employment Standards Act requirements, whichever is greater.

RECALL

- 13.5 Employees who are on the recall list due to layoff shall have recall rights to vacancies in their former job title in seniority order. In the event that the number of hours for the recall vacancy is equal to or greater than the number of hours of the employee's former position, the employee must accept recall to the position. Refusal to accept recall within fifteen (15) kilometers of the employee's former work location will cancel all rights under the Article and the employee will be deemed to be terminated.

An employee may choose to accept recall to a position of less hours thus satisfying the employee's recall rights.

An employee may refuse recall to a position in excess of fifteen (15) kilometers from the employee's former work location and remain on the recall list up to the maximum period of eighteen (18) months from the effective date of layoff exclusive of July and August.

- 13.6 Any full or part time employees on layoff shall have, for eighteen (18) months from the date of layoff, the opportunity for casual work, based on seniority, required by the Board. The employee shall express in writing his/her intent to be placed on the casual list and shall advise the Board of those geographic areas for which they will be available.
- 13.7 It shall be the duty of all employees to notify the Board promptly in writing of any change in address or phone number. If an employee fails to do this, the Board shall not be responsible for failure of a notice to reach the employee. Any notice sent by the Board by registered mail to the last known address appearing on the personnel record shall be deemed to have been received by the employee and/or laid off person.
- 13.8 In the event that the employee does not return to work at the appointed time after receipt of recall notice the employee shall be deemed to be terminated in accordance with the provisions of the Seniority Article.

**ARTICLE 14**

## PROBATIONARY PERIOD

- 14.1 All newly appointed full time and part time employees shall serve a probationary period of sixty-five (65) active working days from the date of appointment. Where the probationary period is interrupted for a promotion, a new probationary period of sixty-five (65) active working days shall commence.
- 14.2 Employees, while serving a probationary period, shall be entitled to all rights and benefits of this Collective Agreement. With regard to discharge and discipline, Article 15.3(a) applies. Upon successful completion of the probationary period, the employee shall be granted seniority in accordance with the provisions of the Seniority Article.
- 14.3 (a) The Board may discipline and/or discharge a probationary employee based on a lesser standard of just cause than that applied to a permanent employee.
- (b) The Board shall consult the Union and employee prior to any extension of a probationary period. If an extension is necessary, the extension of the employee's probationary period shall only occur once for said employee. Such extension will not exceed forty (40) active working days.
- 14.4 A permanent employee shall mean an employee who has successfully completed the probationary period and is granted seniority in accordance with the Seniority Article.

## **ARTICLE 15**

### EMPLOYEE AND POSITION DEFINITIONS

#### 15.1 Full Time Employee

- i) has been appointed to a position of ten (10) months or twelve (12) months, and
- ii) has successfully completed a probationary period, and
- iii) works regularly at least thirty-five (35) hours per week.

The parties agree that where employees have been grandparented in eight (8) hours per day/forty (40) hours per week positions, in accordance with the attached letters of understanding, these employees shall be deemed to have a full time equivalent status of 1.0 F.T.E.

#### 15.2 Part Time Employee

- i) has been appointed to a position by the Board, and
- ii) has successfully completed a probationary period, and
- iii) works regularly less than thirty-five (35) hours per week.

#### 15.3 (a) Casual Employees, if used, work as required by the Board:

- i) to replace full or part time employees, or

- ii) to work occasionally, as required, for a period not to exceed one (1) calendar year, in the same position, or
- iii) for special projects which do not extend beyond three (3) months.

(b) The rights and privileges of a casual employee, for the purpose of this Collective Agreement, are exclusively limited to the following articles:

- Hours of Work
- Overtime
- Rate of Pay
- Recognized Holidays (provided the casual works on the day before and the day after the Holiday)
- Management Rights
- Union Security
- Purpose
- Implementation
- Recognition
- No Strike or Lockout
- Validity of Agreement
- First Aid Kits
- Personnel Files
- Absenteeism
- Resignation
- Retirement
- Employee & Position Definitions
- Method of Pay
- Vacation
- Replacement

(c) Lists of casual employees will be maintained for each Geographic Area at the discretion of the Board. Geographic Areas will be defined as any work sites within the geographic regions covered by the following former Boards/Areas: Hornepayne, Chapleau, Michipicoten, Central Algoma and Sault Ste. Marie.

(d) Time worked by casual employees shall not lessen the normal work week of regular full or part time employees. Time worked in a casual assignment shall not apply toward the employee's probationary period.

#### 15.4 Position Definitions

**12 month position:** A position to which an employee has been appointed and is required to work twelve (12) months of the year. Such a position can be full or part time as designated by the Board. Twelve month positions are listed on the attached salary matrix, subject to relevant Letters of Understanding.

**10 month position:** A position to which an employee has been appointed to work on the first scheduled working day of the school year up to June 30<sup>th</sup> of every year. Such a

position can be full or part time as designated by the Board. Ten month positions are listed on the attached salary matrix, subject to Letters of Understanding.

#### 15.5 Probationary Employee

A probationary employee shall be defined as a full or part time employee who is serving a probationary period.

#### 15.6 Permanent Employee

A permanent employee shall be defined as a full or part time employee who has successfully completed his/her probationary period.

### **ARTICLE 16**

#### HOURS OF WORK

##### 16.1 Time Blocks

The Board will establish time blocks within which an employee's hours of work may be scheduled. Time blocks shall be as follows:

Day Block All Day shifts will be scheduled between the hours of 6:00 a.m. and 6:00 p.m.

Evening Block All Evening shifts will be scheduled between the hours of 2:00 p.m. and 12:00 midnight.

Night Block All Night shifts will be scheduled between the hours of 11:00 p.m. and 8:00 a.m.

##### 16.2 Lunch Break

Unpaid lunch breaks will be either one half or one hour in length for all employees except those required to work a split shift. Lunch periods will be scheduled and posted by the Supervisor of Carestaff/Maintenance. Lunch periods may be altered to meet emergency needs.

### 16.3 Work Week

The work week shall commence at 11:01 p.m. Sunday. Employees shall be entitled to two (2) consecutive days off in a work week, unless mutually agreed to by the bargaining unit president and plant supervision..

### 16.4 Part Time Hours of Work

Hours of work for part time employees will be as required by the Board within the appropriate time block.

### 16.5 Summer Cleaning

When the Board has determined the required cleaning for the summer break period, the Board shall post any additional work available for the months of July and August.

Ten month employees, both full and part time, will be allowed to indicate their interest in working one or both of the summer months.

The selection of personnel to work shall be by seniority and qualifications.

Those ten (10) month employees working during the summer months will be eligible for Recognized Holiday Pay in the same manner as a casual employee under Article 16.3 (b).

## **ARTICLE 17**

### OVERTIME/CALL OUT

The following shall be in place upon ratification and for the remainder of the term of the collective agreement.

#### 17.1 OVERTIME

- (a) An employee will not be permitted to work overtime except with the prior approval of the immediate supervisor.
- (b) Hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week, excluding call outs, shall be considered overtime and shall be paid for on the basis of one and one half (1-1/2) times the normal rate of pay.
- (c) The parties agree that overtime shall be kept to a minimum but will cooperate in meeting operational needs where overtime is required.
- (d) Notwithstanding (b), the employee will have the option of time and one half off for time worked, at a time mutually agreed by the supervisor and the employee. Requests will not be unreasonably denied. An overtime form shall be submitted for such requests. When an employee has opted for time off, this decision is final and may not be changed to "pay" for overtime. Overtime hours banked for time

off in lieu will not exceed seventy (70) hours. Overtime hours beyond the seventy (70) hours cap will be paid out in the next pay period. Overtime hours used will be subtracted from the accumulated hours banked.

- (e) An employee who is required to work three (3) hours or more overtime beyond the employee's regular scheduled shift shall be paid a meal allowance of \$5.00. If the employee is required to work an additional four (4) hours of overtime a second meal allowance will be provided.
- (f) A travel allowance in accordance with Board resolution will be paid to an employee who is requested by the employee's supervisor to use their vehicle for Board designated business.
- (g) Time off in lieu shall be used by August 31<sup>st</sup>, any unused overtime will be paid out on the next pay period unless covered by Article 18.1 (h).
- (h) Overtime accumulated from June 1<sup>st</sup> up to August 31<sup>st</sup> may be taken as time off in lieu in the period from June 1<sup>st</sup> and up to and including November 30<sup>th</sup> of the same calendar year. Any overtime not taken by November 30<sup>th</sup> as time off in lieu shall be paid out on the next pay period.

## 17.2 CALL OUT

For an employee who is called in from home to work outside of regular working hours, one of the following shall apply, whichever is greater:

- a) An employee called in from home to work, for less than two (2) hours on a normal workday or for less than one and a half (1.5) hours on a Saturday, Sunday or Recognized Holiday, shall be paid a minimum of three (3) hours call out pay on normal workdays, and four (4) hours minimum call out pay on Saturday, Sunday and Recognized Holidays at the regular rate of pay; or
- b) An employee called in from home to work on a normal workday, who is required to work two hours or more, shall be paid time and one half for the time worked; or
- c) An employee called in from home to work on a Saturday, Sunday or Recognized Holiday who is required to work 1.5 hours or more, shall be paid time and one half for the time worked.

Note: Time worked on a call out shall mean travel time from home to the work site and return, plus time worked.

## **ARTICLE 18**

### SHIFT SCHEDULING/WORKLOAD

- 18.1 Plant supervision shall be responsible for the scheduling of shifts within determined time blocks. Where possible, shifts shall be scheduled according to the following guidelines on days of normal operation. Shifts may be rescheduled within the appropriate time blocks due to operational requirements or emergency situations.

Custodian 10	Evening Block	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
	Day Block	6:00 a.m. to 6:00 p.m.
Custodian 12	Evening Block	3:00 p.m. to 10:30 p.m. (includes ½ hours unpaid lunch)
	Day Block	7:30 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
Restaurant Services	Day Block	8:30 a.m. to 3:30 p.m. (includes ½ hour unpaid lunch)
Project Custodians	Day or Evening Block	Hours scheduled as required.
	Day Shift	7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Shift	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
Maintenance	Day or Evening Block	Hours scheduled as required.
	Day Shift	7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Shift	3: 00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
Custodian Ib	Day Block	Hours scheduled as required.
Trades	Day or Evening Block	Hours scheduled as required.
	Day Shift	7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Shift	3: 00 p.m. to 10:30 p.m. (includes ½ hours unpaid lunch)
Locksmith	Day or Evening Block	Hours scheduled as required.
	Day Shift	7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Shift	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
Cafeteria Lead	Day Block	7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)

Assistant Caretaker	Evening Block	2:30 p.m. to 10:30 p.m. (includes 1 hour unpaid lunch)
-----		
Elementary Caretaker	Day Block	6:30 a.m. to 9:30 a.m. and 11:00 a.m. to 3:00 p.m. (split shift)
-----		
Project Custodian Lead	Day or Evening Block Day Shift	Hours scheduled as required. 7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Block	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
-----		
Secondary Caretaker	Day Block	7:00 a.m. to 10:30 a.m. and 12:00 p.m. to 3:30 p.m. (includes 1.5 hour unpaid lunch)
-----		
Maintenance Lead	Day or Evening Block Day Shift	Hours scheduled as required. 7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch)
	Evening Shift	3:00 p.m. to 10:30 p.m. (includes ½ hour unpaid lunch)
-----		
Maintenance Caretaker	Day Block	Hours scheduled as required.
-----		
Plant courier	Day Block	7:00 a.m. to 2:30 p.m. (includes ½ hour unpaid lunch).
-----		

The above shift scheduling and split shift language shall be implemented in all geographic areas of the Board and shall be understood to be applicable to either alternate area/alternate day cleaning or to the new cleaning model, whichever is in effect.

Note: For site specific events where later shifts are required Custodian 12's shall be notified to work a later shift by the Caretaker. This is intended to eliminate potential overtime costs during such occurrences.

## 18.2 Split Day Shifts

Effective September 1, 2008, or the beginning of the 2008/2009 school year, whichever is first, the above shift scheduling and split shift language shall be continued as they exist in

all geographic areas as per Article 1.2 b) and shall be understood to include alternate area/alternate day cleaning.

### 18.3 WORKLOAD

- (a) For the period from September 1st, 2002 to August 31, 2003, the New Cleaning Model as outlined in Letter of Understanding H will be in effect and may be continued from year to year of the collective agreement.
- (b) In the event that implementation of the cleaning model is not continued, the following workload assignment guidelines shall be in place in all geographic areas of the Board and shall be understood to include alternate area/alternate day cleaning.

On those days when an individual employee is required by the Board to clean a classroom, the Board will use as a workload assignment guideline, the following as the time provided for the employee to clean a normal classroom which is in daily operational use or the equivalent thereof:

- 20 minutes for those kinds of duties which are designated as “regular/day to day”,
- 10 minutes for those kinds of duties which are designated as “progressive”.

The parties recognize that the guideline will be pro-rated for those areas such as, but not limited to, hallways and gymnasiums, to reflect variations up or down in the required workload.

## **ARTICLE 19**

### ABSENTEEISM

- 19.1 In the geographic areas of Sault Ste. Marie and Central Algoma any employee who is unable to report for work at the regular hours shall notify the immediate supervisor via the designated procedure as follows:
  - on a day shift - as soon as possible, but not later than 6:00 a.m.;
  - on the afternoon shift - as soon as possible, but not later than 11:00 a.m.;
  - on the night shift (if applicable) - as soon as possible, and not later than 4:00 p.m.
- 19.2 In the geographic areas of Michipicoten, Hornepayne and Chapleau any employee who is unable to report to work at the regular hour shall notify the immediate supervisor or designate in accordance with the designated procedure of that area prior to the start of the shift.
- 19.3 Employees are expected to give reasons for absence including an estimate as to the length of the absence.
- 19.4 Employees returning to work shall notify the immediate supervisor not later than:

- 3:00 p.m. on the day before their return to work for the day shift;
- 11:00 a.m. of the same day on an afternoon shift;
- 3:00 p.m. of the same day for a night shift.

19.5 Employees who absent themselves from work without authorization shall not be paid for such absence. Any additional disciplinary measures which may be taken will be confirmed in writing with a copy of the correspondence forwarded to the Union.

## ARTICLE 20

### REPLACEMENT PROCEDURES

20.1 On those days when students are in attendance, the following replacement procedures will be followed when Custodians 10, Elementary Caretakers, Custodians 12, Secondary Caretakers and Assistant Caretakers are absent:

- (a) For known absences of one (1) to three (3) consecutive working shifts, a replacement may be made;
- (b) For absences in excess of three (3) consecutive working shifts, a replacement will be made;
- (c) The Assistant Caretaker and the Caretaker will be notified of the known absence, of any replacement, and of the anticipated return of the absent employee.

When the Board replaces an employee, the following replacement procedure will apply: All Elementary Custodian 12, Elementary Custodian 10 and Secondary Custodian 10, shall indicate in writing to the Supervisor of Custodial Services by September 15<sup>th</sup> of each school year their intent to replace within their school.

In Secondary, the replacement procedure shall be as follows in progressive line of sequence:

- |   |                        |
|---|------------------------|
| 1. Secondary Caretaker                  | 1. Cafeteria Lead      |
| 2. Assistant Caretaker                  | 2. Cafeteria Assistant |
| 3. Progressive Custodian                |                        |
| 4. Shop Custodian                       |                        |
| 5. Custodian 10 (in order of seniority) |                        |

20.2 Project Custodians, Maintenance employees, the Plant Courier and Maintenance/ Caretakers may be replaced at the discretion of the Board. The manner of replacement shall be at the discretion of the Board.

20.3 Cafeteria employees shall be replaced. The manner of replacement will be at the discretion of the Board. The Cafeteria Lead will be notified of the absence, replacement and the anticipated return of the absent employee.

- 20.4 During the Christmas Break, Spring Break, summer vacation periods and Professional Development days, plant employees who are required to work may be rescheduled by plant supervision to a day shift schedule, subject to operational requirements.
- 20.5 Any employee required by the Board to assume the duties of a higher paid job title shall receive the higher rate of pay for the period so served.

## **ARTICLE 21**

### **SICK LEAVE**

- 21.1 The Board shall establish a sick leave plan for employee absences related to illness as hereinafter provided and shall maintain a sick leave account for each full or part time permanent employee employed by the Board under this Agreement.
- 21.2 Employees shall receive sick leave from their sick leave accumulation when absent for legitimate medical reasons which leave them unable to perform their regular duties.
- 21.3 For the purpose of this plan:
- (a) No sick leave days shall be credited to an employee on leave of absence or on strike, LTD, lockout, or withdrawal of services;
  - (b) An employee on sick leave or WSIB, shall not be employed elsewhere. When an employee is employed elsewhere or self-employed on the same date for which the employee is on sick leave, then employment with the Board shall be terminated;
  - (c) An employee will neither be eligible to accumulate nor to make use of sick leave credit while not actively employed by the Board;
  - (d) Once the employee's sick leave credits have expired, no salary payments or further accumulation of sick leave credits shall occur. Benefits for an employee shall be continued until the end of the next following month after the utilization of all credits. Continuation of benefits may be arranged by the employee at the employee's own expense and subject to carrier approval.
- 21.4 (a) A permanent employee shall be entitled to sick time accumulated at the rate of five (5) days (thirty-five [35] hours) for every three months of employment, to a maximum of twenty (20) days (one hundred and forty [140] hours) per year, less any portion used.

All sick leave credits granted and accumulated shall be prorated to the hours of the employee's position, and prorated to the employment status of the employee's position (i.e. twelve (12) month or ten (10) month).

Sick leave shall be accumulated, recorded and used in hours to a maximum of two hundred (200) days (fourteen hundred [1400] hours).

- (b) Those employees from the geographic areas of Sault Ste. Marie and Central Algoma who are entitled to a grandparented Sick Leave Retirement Gratuity and whose names are attached as an addendum to this Agreement will be entitled to a maximum sick leave accumulation as follows:

Sault Ste. Marie	-	260 days maximum
Central Algoma	-	200 days maximum.

The above noted employees will only be entitled to accumulate such days in accordance with 22.4(a) of this Collective Agreement.

- 21.5 Employees shall report illness in accordance with the Absenteeism Article. Medical and dental appointments must be kept outside an employee's normal working hours. Absence for short periods of time for medical appointments may be arranged through the immediate supervisor.
- 21.6 The Board shall report to each employee by October 31st of each year the employee's unused sick leave credit accumulation.
- 21.7 Any medical absences by an employee which exceed three (3) consecutive working days may require medical documentation upon return to duties, if the Board so requests. The Board reserves the right to have the employee submit a certificate from a medical doctor or Nurse Practitioner, regardless of the duration of the illness. Should the Board require a certificate from a medical doctor or Nurse Practitioner the Board shall reimburse the employee for the cost of the same. Employees will have up to five (5) days to acquire a medical note after returning to work.
- 21.8 The transfer of sick leave credit into the sick leave plan described in this Article shall be in accordance with the dictates of the Education Act.

## **ARTICLE 22**

### RECOGNIZED HOLIDAYS

- 22.1 When any of the Recognized Holidays fall on an employee's normally scheduled day off, the working day immediately prior to the holiday or the working day immediately after the holiday may be declared by the Board in lieu thereof. If the schools remain in session the day off may be added to the employee's annual vacation.
- 22.2 To qualify for recognized holiday pay, the employee:
- (a) must be employed with the Board for one (1) month,
  - (b) is required to work the employee's normal scheduled shift immediately preceding and immediately following the holiday, unless the employee is on vacation, approved sick leave, jury duty or is on an authorized leave of absence that does not exceed fifteen (15) shifts before or after such holiday.
- 22.3 The Board will pay for Recognized Holidays, unless they become a regular school day, for full time twelve (12) month employees as follows:

Labour Day  
Thanksgiving Day  
Christmas Day

Boxing Day  
 New Year's Day  
 Good Friday  
 Easter Monday  
 Victoria Day  
 Canada Day (Dominion Day)  
 Civic Holiday  
 Heritage Day (when declared by the Federal Government  
 and schools are closed).

Part time twelve (12) month employees will receive pay for the above days based on the hours of the employee's regularly scheduled shift.

- 22.4 The Board will pay for Recognized Holidays, unless they become a regular school day, for full time ten (10) month employees as follows:

New Year's Day  
 Good Friday  
 Easter Monday  
 Victoria Day  
 Thanksgiving Day  
 Christmas Day  
 Boxing Day  
 Labour Day  
 Family Day

Part time ten (10) month employees will receive pay for the above days based on the hours of the employee's regularly scheduled shift.

- 22.5 An employee required to work on a Recognized Holiday shall be paid at the rate of time and one half plus the employee's regular rate of pay.
- 22.6 All shifts on the last working day before December 25th and January 1st will be shortened by one-half (1/2) shift without loss of pay, except when the last working day before December 25th is a regular school day, in which case the last working day before January 1st shall become a full day off with pay.

## **ARTICLE 23**

### VACATIONS

- 23.1 The vacation year is defined as July 1st to June 30th. For the purpose of this Agreement continuous service shall be calculated at June 30th each year. Vacation earned between July 1st and June 30th shall be taken in the following vacation year.

Service with predecessor Boards (Hornepayne, Chapleau, Michipicoten, Central Algoma and Sault Ste. Marie) shall be recognized for vacation periods.

- (a) Service shall be defined as the length of actual service accrued in hours with the Board, from an employee's most recent date of hire and shall not include any period of time during which the employee does not receive a salary from the Board. Ten (10) month employees shall receive prorated service based on 10/12ths.

Any full time twelve (12) month employee who has had an interruption in their vacation year(s) shall receive credit for service for the year(s) in question on a prorated basis. One year of twelve months service shall be defined as eighteen hundred and twenty (1820) hours and does not include overtime hours.

- (b) Pregnancy/Parental Leave commencing on or after November 18th, 1990, (up to a maximum of fifty-two [52] weeks) as covered by the Employment Standards Act, shall be credited as service based on the employee's posted hours.
- (c) Any period worked while participating in a modified work rehabilitative WSIB sponsored programme, while not in receipt of salary from the Board, will be credited as service based on the accumulated hours worked under the programme, after the first year.
- (d) Employees appointed to a twelve (12) month position shall receive vacation with pay in accordance with years of service.

Vacations normally shall be taken at a time to suit the operational needs of the Board. The Board shall have the right to approve and schedule vacation so as to minimize replacement costs.

- (e) i) An employee appointed to a position must complete (1) year (1820 hours) of service before reaching his/her full entitlement as outlined below.

An employee will have vacation pro-rated based on the length of active service since the appointment to a position where such service is less than one (1) year (1820 hours) effective the vacation count date of June 30th.

- ii) Employees appointed to full time ten (10) month positions shall receive vacation with pay in accordance with prorated years of service. Vacations normally shall be taken during the Christmas and Mid Winter Break. Any unscheduled vacation will be paid as vacation pay on the first pay in September.
- iii) Full Time Twelve (12) Month employees and Part Time Twelve Month Employees shall receive vacation in accordance with the following, subject to the Note below:

Less than one year service at June 30 =	4% of gross pay
Completed 1 - 3 years of service =	2 weeks vacation
Completed 4 - 7 years of service =	3 weeks vacation
Completed 8 - 14 years of service =	4 weeks vacation
Completed 15 - 19 years of service =	5 weeks vacation

Completed 20+ years of service	=	6 weeks vacation
Completed 25+ years of service	=	7 weeks vacation.

Current employees with more than the maximum seven (7) weeks will be frozen at their present entitlement.

Note: Paid vacation for employees who work less than full time shall be at the employee's regular weekly pay for each paid week of vacation based on their part time weekly hours.

iv) Part Time Ten (10) Month Employees shall be entitled to vacation pay in accordance with the following scale:

0 to 4 years service	=	4%
Completed 4 - 7 years service	=	6%
Completed 8 - 14 years service	=	8%
Completed 15 – 19 years service	=	10%
Completed 20 – 24 years service	=	12%
Completed 25+ years of service	=	14%

Vacation pay for Part Time Ten (10) Month Employees will be included in the first pay in September. Ten (10) Month Employees can take Christmas and March Break off without pay.

- (f) Casual employees will receive vacation pay of 4% of gross pay on each pay date and are not entitled to equivalent time off.
- (g) Vacation requests shall be submitted in writing to the Plant Department by April 15th of each year. A schedule shall be drawn up by Plant Supervision by May 1st and posted for all employees. Any errors through miscalculation shall be amended within two (2) weeks and a new schedule posted.
- (h) If a recognized holiday occurs during an employee's vacation, the employee will be granted an extra day off with pay.
- (i) Upon request of the employee, sick leave may be substituted for vacation where it can be established by the employee that an illness or accident requiring hospitalization occurred while on vacation. Only time spent in hospital and during any period of convalescence immediately following release from the hospital may be substituted.
- (j) Changes in scheduled vacation may be arranged with the approval of the immediate supervisor by written request, at least three (3) weeks in advance of vacation, or on such notice as may be reasonable in the event of illness or accident.

- (k) Vacations shall not be cumulative from year to year, and an employee will not be permitted to forego the vacation to which the employee is entitled unless authorized by their immediate supervisor.
- (l) When an employee qualifies for WSIB or any approved leave prior to commencing vacation, the period of scheduled vacation will be canceled and may be rescheduled at a later date.
- (m) Upon request, the employee will be permitted a leave of up to two (2) days if necessary, for the purpose of moving the employee's household and place of residence. The leave will be deducted from the employee's vacation credit.

### 23.2 Pre-Retirement Vacation Incentive

Full time twelve (12) month and full time ten (10) month employees only, who retire onto an OMERS pension between the ages of 55 and 62 and who have ten (10) years of service with the Algoma District School Board and any of its predecessor Boards, shall be entitled to receive a pre-retirement vacation incentive of four (4) weeks vacation.

Such vacation incentive shall be in addition to any other vacation entitlement, provided the employee is entitled to vacation time or vacation pay that year and provided the employee is retiring directly onto an OMERS pension.

## **ARTICLE 24**

### ENROLMENT IN HEALTH BENEFIT PLAN

24.1 Effective March 1, 2003, the following benefit terms and conditions will prevail unless superseded by a new collective agreement:

- (a) The Board is not the insurer of employee benefits. The terms of the insurer's contract shall prevail at all times.
- (b) Part time employees are not eligible for Group Life or LTD benefits. Part time employees who work greater than seventeen and a half (17.5) hours per week shall be entitled to receive Board paid Health and Dental benefits. Part time employees who work less than seventeen and a half (17.5) hours per week shall not be entitled to participate in the Board benefit plan.
- (c) Full time employees and their dependents, if applicable, will be enrolled in the Group Life and LTD plans. Employees working less than full-time hours per week shall not be entitled to or eligible for such coverage.
- (d) Eligible employees who do not wish to participate in the benefits available under the terms of this Collective Agreement, shall sign a waiver form requesting exemption from coverage.

- (e) Employees who have signed a waiver form may apply for coverage, providing such coverage elsewhere has ceased. Application must be made within thirty-one (31) days of cessation of coverage. Insurability and availability shall be at the sole discretion of the carrier.
- (f) Employees who do not join these plans within thirty-one (31) days of employment or cessation of coverage elsewhere, are considered as late applicants. Late applicants must be accepted by the carrier and the Board for extended health and dental. Late applicants for dental coverage are subject to a one (1) year waiting period from the date of application.

24.2 The Board shall have the right to determine the carrier of such benefits. All refunds, reduction of premiums, dividends, etc., shall become and remain the sole property of the Board.

24.3 Basic Group Life Insurance Plan

The Board will contribute 100% of the costs of the premium for Basic Group Life Insurance. The value of the policy will be two (2) times the employee's annual salary to a maximum of \$100,000.00 with a minimum level to \$50,000.00 for full-time employees.

24.4 Basic Group Accidental Death and Dismemberment

The Board will contribute 100% of the costs of the premium for Basic Accidental Death and Dismemberment Insurance. The value of the policy will be two (2) times the employee's annual salary to a maximum of \$100,000.00 with a minimum level of \$50,000.00 for full-time employees.

24.5 Optional Additional Group Life Insurance

Optional Additional Group Life Insurance in units of \$10,000.00 to a maximum of \$200,000.00 will be made available to full-time employees of the Bargaining Unit who are enrolled in the Basic Group Life Insurance Plan. Such coverage shall be at the employee's expense and at the group rate. Amounts and insurability will be at the sole discretion of the carrier.

24.6 Dental and Extended Health Plan as follows:

(a) Dental Plan

The Board will contribute 100% of the premium costs of Dental Insurance for full-time and eligible part-time employees as follows:

Preventative Services (includes examination, x-rays, fillings, extractions, oral surgery, polishing, scaling, fluoride treatments, periodontal treatment, endodontics, denture relines and repairs, space maintainers, pit and fissure sealants):

- no deductible
- no calendar year maximum



#### 24.8 Long Term Disability Plan

- (a) The employer will contribute 100% of the premium cost of a Long Term Disability Insurance Plan for full time employees. Insurability, availability and eligibility to receive this benefit will be determined by the carrier. The parties agree that the Board is not responsible in the event that the insurer determines an employee is ineligible for Long Term Disability.
- (b) The plan which includes the following:
- insurability and availability of benefit subject to insurance carrier approval and not the responsibility of the Board,
  - Benefit Amount - 70%,
  - Maximum Benefit - \$2,000.00,
  - Elimination Period - two hundred and ten (210) calendar days,
  - Benefit termination - at the earlier of entitlement to a 60% unreduced pension, upon retirement, or upon attainment of age 65, whichever comes first,
  - Definition of Disability - twelve (12) months review by insurer,
  - COLA - 0%.

Plan to be effective upon ratification by the parties. Employees currently in receipt of LTD benefits will be grandparented under the plan in existence when benefits were approved by the carrier.

- (c) Eligible employees who decline participation during the initial enrolment period will be required to provide proof of insurability should they wish to join the plan at a later date.

#### 24.9 Retention of Benefits

- (a) All benefits shall be maintained in force in accordance with this Agreement until superseded by a new Agreement.
- (b) (i) The parties agree that an employee who is absent from duty because of illness and whose sick credits have expired, or is receiving Long Term Disability, shall be entitled to retain coverage of benefits by prepaying the relevant premiums for the applicable period(s), subject to the insurance carrier approval.
- (ii) The parties agree that an employee who is on leave of absence without pay for a period of up to two (2) years and not while otherwise employed, shall be entitled to retain coverage of benefits with the exception of Long Term Disability by prepaying the relevant premiums for the applicable period(s).
- (iii) Employees on pregnancy/parental leave may carry Long Term Disability coverage for the duration of this statutory pregnancy/parental leave.

- (c) In the event of the death of an employee, the Dental and Extended Health Care coverage will be continued for the qualifying surviving members of the family to the end of the second month following the month in which the employee dies.
- (d) All benefits shall be maintained in force during any period of legal strike and lock-out provided the Union immediately assumes obligation for the payment of the total contributions for all benefits for the duration thereof, subject to the approval of the carrier.
- (e) Upon retirement, members of the Union may elect to participate in the Board's retiree Extended Health and Dental plans, at the group retirees' premium rate, continuous to age 65 years. The cost of such coverage is to be borne entirely by the employee.
- (f) In the event of the death of a retired employee, with coverage for extended health and dental, coverage may be continued by the spouse to age 65 at the retirees' group premium rate. The cost of such coverage is to be borne by the spouse.
- (g) It is understood that clauses 25.8(c), (e) and (f) apply only if the coverage is available without affecting the Group Rate for active employees.

The Board agrees to provide an outline of all benefits provided for under this Article to each employee of the Bargaining Unit.

## **ARTICLE 25**

### **RETIREMENT**

- 25.1 Employees must retire not later than the December 31 or June 30 which immediately follows their 65th birthday. All benefits shall cease at the end of the month in which the employee turns age 65.
- 25.2 Employees shall be required to give at least sixty (60) days written notice, exclusive of July and August, of their retirement.

## **ARTICLE 26**

### **ONTARIO MUNICIPAL EMPLOYEE RETIREMENT SYSTEM (OMERS)**

- 26.1 (a) All full-time employees are required to become members of the OMERS as a condition of employment.
- (b) Part-time employees may become members of OMERS in accordance with OMERS regulations.
- 26.2 (a) For those employees who are members, the employer shall make contributions to OMERS in accordance with OMERS requirements and regulations.

- (b) Employees who are members of OMERS shall make contributions to OMERS in accordance with OMERS requirements and regulations, via payroll deduction.
- 26.3 (a) The employer shall report and make calculations regarding pensionable earnings and contributions in accordance with OMERS regulations.
- (b) For the purpose of calculating OMERS basic pension all perquisites allowable by OMERS will be included in salary.

## **ARTICLE 27**

### UNION LEAVES

#### General

Only employees who actively hold permanent full time or part time bargaining unit positions may access the leaves provided under this Article.

#### 27.1 Short Term

- (a) Central Area - Sault and Central Algoma.  
Up to four (4) employees at one time, (but not more than two caretakers, two custodians, one maintenance employee), if appointed as delegates, shall be granted a leave of absence, without pay, to attend union conventions, conferences or union sponsored educational programs.

Northern Area - Chapleau, Wawa and Hornepayne

Up to two (2) employees at one time, (but not more than one employee per area), if appointed as delegates, shall be granted a leave of absence, without pay, to attend union conventions, conferences or union sponsored educational programs.

- (b) Each request shall be submitted on the appropriate leave form to the Supervisor of Carestaff at least one calendar week prior to the commencement of the leave.
- (c) The total shifts for each delegate will not exceed twenty (20) shifts in any one school year. Use of such leaves shall be rounded to the next higher half shift.

#### 27.2 Long Term

- (a) Employees elected or appointed representatives of the Union shall be granted a leave of absence for a period of not less than ten (10) shifts but not greater than one (1) year. The employee will receive regular pay from the Board and the Union shall reimburse the Board for 100% of the costs incurred (including salary, employer paid benefits, statutory benefit costs and vacation credits accumulated during the absence).

The employee will not accumulate nor use sick leave for the duration of the leave, nor will the Union be invoiced for sick leave relevant to the period of the leave.

Employees on a long term leave shall have the option of prepaying non-employer paid health benefits in order to retain coverage.

- (b) A written request at least thirty (30) calendar days in advance shall be sent to the Manager of Plant.
- (c) In the event the employee wishes to extend the leave he/she may apply in writing to the Supervisor of Carestaff at least two (2) calendar weeks prior to the expiration of the leave.
- (d) Employees returning from a union leave of one (1) year or less shall be placed in their previous position subject to the provisions of the Layoff Article.

### 27.3 Presidential

- (a) The elected President of Local 16 or Vice President may be given a leave of absence, without pay, for the purposes of administering to the business of Local 16.
- (b) Requests for such leave will be directed to the Manager of Plant on the appropriate leave form.
- (c) The total shifts for either the President or Vice President will not exceed twenty-five (25) shifts each in any one school year. Use of such leaves shall be rounded to the next highest one-half (1/2) shift.

## **ARTICLE 28**

### COLLECTIVE BARGAINING LEAVE

- 28.1
- (a) The Board shall grant up to three (3) members of the Union Negotiation's Committee leave to attend collective bargaining sessions with the Board.
  - (b) The Union shall advise the Board, in writing, of the names of the three (3) committee members prior to commencement of collective bargaining.
  - (c) Requests for collective bargaining leave shall be directed to the Manager of Plant or designate on the appropriate leave forms.
  - (d) The Board will be responsible for up to twelve (12) shifts paid leave for the Union to attend collective bargaining sessions with the Board.
  - (e) The Board will invoice the Union for 100% of the salary costs for the collective bargaining leave beyond the twelve (12) shifts paid for by the Board.

## ARTICLE 29

### EDUCATIONAL LEAVE

- 29.1 The Board, through the Manager of Plant, may grant an educational leave of absence, without pay and without loss of seniority, up to a maximum of twelve (12) months. The employee must request such leave in writing at least three (3) weeks in advance of the date the leave is to commence. The employee shall not accumulate sick leave during the entire leave of absence nor will wage increases or vacation credits be applicable during this period.
- 29.2 The employee is not permitted to engage in any other type of employment during the leave unless such arrangements have been agreed to by the parties.
- 29.3 Failure to return to work on the appointed day following a leave of absence will mean that the employee is deemed to have resigned. If the failure to return to work is due to circumstances beyond the employee's control, the employee must document the circumstances to the satisfaction of the Manager of Plant in order to retain employment.
- 29.4 An employee may elect to continue benefit coverage for the period of the educational leave by monthly prepayment of the benefit premiums. An employee may not continue L.T.D. All continuation of benefits will be subject to the approval of the benefit carrier.

## ARTICLE 30

### PREGNANCY AND PARENTAL LEAVE

- 30.1 Pregnancy leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment as a result of her pregnancy.
- 30.2 Statutory Pregnancy/Parental Leave
- (a) An employee is entitled to a period of up to seventeen (17) weeks without pay for pregnancy leave in accordance with statutory provisions.

In addition an employee is entitled to a period of up to thirty-five (35) weeks without pay for parental leave to care for the newborn or for a newly adopted child, in accordance with statutory provisions.

During the period of the statutory pregnancy/parental leave, the employee shall continue to accrue seniority and the employer shall continue to pay the employer's share of contributions to pension, life insurance, extended health and dental plans, provided the employee continues to make the required contributions and advises the Board in writing that the employee wishes to continue participation in the plans.

- (b) When an employee returns to work following the statutory pregnancy/ parental leave, the employee shall return to their former position unless displaced under the

Layoff provisions of this Collective Agreement. If the employee's former position no longer exists, the provisions of the Layoff Article shall also apply.

- (c) When an employee decides to return to work after the statutory pregnancy/parental leave, the employee shall provide the employer with at least two (2) weeks written notice. If an employee wishes to change the date of return to an earlier or later date, the employee shall provide the employer with at least four (4) weeks written notice.

### 30.3 Extended Pregnancy/Parental Leave

- (a) At the written request of the employee, the Board may grant an additional period of leave of up to seventeen (17) weeks of extended unpaid pregnancy/parental leave provided the extended leave immediately follows the statutory leave. The total pregnancy/parental leave, inclusive of the statutory period, shall not exceed twelve (12) months. During this period full seniority shall accumulate.
- (b) An employee granted an extended pregnancy/parental leave may maintain, subject to insurance carrier approval, insured benefit coverage (excluding LTD) by paying 100% of the required premiums, provided the employee had previously elected to continue the benefits during the statutory pregnancy/parental leave.
- (c) When an employee returns from extended pregnancy/parental leave, the employee shall return to her former position unless displaced under the Layoff provisions of this Collective Agreement. If the former position no longer exists, the provisions of the Layoff Article shall also apply.

## ARTICLE 31

### SHORT TERM LEAVES OF ABSENCE/COMPASSIONATE

#### 31.1 Compassionate Leaves

Employee requests for compassionate leave will be made, in advance, on the Board's leave of absence form through the immediate supervisor to the Manager of Human Resources or designated representative. In emergencies a telephone call, confirmed later in writing, is acceptable.

#### 31.2 Bereavement Leave - Type 1

- (a) Compassionate leave shall be granted without loss of pay or sick leave credits for the following:
- (b) For the funeral of an employee's father, mother, brother, sister, spouse (including same sex or common law partner), child, guardian, father-in-law, mother-in-law, grandparents of employee or spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, step-parents and step-children

- (c) Compassionate leave for those situations covered under Type 1 will be provided as follows:
  - (i) Within a distance of one hundred and fifty (150) kilometers of the employee's regular work site - to a maximum of three (3) shifts.
  - (ii) For greater distances - to a maximum of five (5) shifts.

### 31.3 Compassionate Leave - Type 2

- (a) A severe illness of the employee's father, mother, brother, sister, child, spouse (including same sex or common law partner), guardian, step children will be considered one involving major surgery as certified by a doctor, or one in which immediate concern is expressed by a doctor for the life of the specific patient, and the employee shall submit to the Board a doctor's certificate verifying the severity of the illness.
- (b) Compassionate leave for those situations covered under Type 2 will be provided as follows:
  - (i) To a maximum of five (5) shifts per twelve (12) month period.
  - (ii) Should the employee require leave beyond five (5) shifts in a twelve (12) month period, the employee may apply for a General Leave under the appropriate article, subject to Board approval.

Note: It is understood by the parties that the commencement of the twelve (12) month period shall be triggered by the first of the five shifts taken under this Article (e.g. first shift taken April 1st, 1998 - twelve month period completes March 31st, 1999).

### 31.4 Compassionate Leave - Type 3

Compassionate leave with pay may be granted for an emergency in the immediate family or a personal situation encountered by the employee where the absence from duty of the employee and presence elsewhere, is vital to the welfare of the person(s) concerned.

It is to be established that every reasonable effort has been made to take care of the situation by other means. It is expected that such leave will not exceed one (1) shift.

## **ARTICLE 32**

### JURY/COURT DUTY

- 32.1 Employee requests for Jury or Court Duty as described below, will be made in advance through the immediate supervisor to the Manager of Human Resources or designated representative on the Board's leave of absence form.

The Board shall pay an employee who suffers a loss of regular earnings, as a result of serving as a juror, the difference between the employee's normal gross earnings and the payment the employee receives for such service. The employee must present proof of service and the amount of pay received.

The Board shall pay an employee who suffers a loss of regular earnings, as a result of being subpoenaed to court, provided the employee is not party to the action, the difference between the employee's normal gross earnings and the payment the employee receives for such service. The employee must provide documentation in support of such absence which is satisfactory to the Board.

## **ARTICLE 33**

### **GENERAL LEAVE**

#### **33.1 Leaves of Absence Without Pay**

All requests for a general leave must be made in writing to an employee's immediate supervisor on the appropriate leave form.

33.2 The Board, subject to operational needs, may grant a general leave of absence without pay and without loss of seniority up to a maximum of twelve (12) months to an employee requesting such a leave for good and sufficient cause acceptable to the Board.

- (a) The employee shall not accumulate sick leave during the entire leave of absence nor will wage increases or vacation credits be applicable during this period.
- (b) The employee is not permitted to engage in any other type of employment during the leave unless approved by the Board.
- (c) Failure to return to work on the appointed day following a general leave of absence will mean loss of employment unless failure to return to work is due to circumstances beyond the employee's control. In such a case the onus shall be on the employee to provide reasons and documentation which are acceptable to the Board.
- (d) Any employee returning from a general leave of absence of less than twelve (12) months shall be returned to their position within his/her former job title and geographic area if it still exists. In the event that the employee's position no longer exists, the employee shall exercise his/her seniority in accordance with the Layoff Article.

Any employee returning from a general leave of absence of twelve (12) months or more shall be returned to a position within his or her former job title and geographic area if one exists. In the event that all positions in the employee's former job title and geographic area no longer exist the employee shall exercise his/her seniority in accordance with the Layoff Article.

**ARTICLE 34****WORKERS SAFETY AND INSURANCE BOARD (WSIB)**

- 34.1 (a) Where an employee is absent by reason of an occupational disease or an occupational injury as a result of the employee's employment, and where a claim is made to the Workers Safety and Insurance Board (WSIB), the employee shall continue to receive regular pay until the claim is approved by WSIB and such time shall be deducted from the employee's sick leave credit bank. The amount of regular pay shall be limited to the employee's accumulated sick leave credits.
- (b) Upon confirmation of approval by the WSIB regular pay shall cease and WSIB benefits shall commence. Once the claim is approved by WSIB the Board shall perform the necessary paperwork to generate credits back to the employee's sick leave credit bank. Since the WSIB credit does not equate to the regular pay received by the employee during the waiting period, sick leave will be refunded to the employees' sick leave credit bank on a prorated basis.
- In the event that the employee is paid by WSIB for the waiting period for which the employee received regular pay from their sick leave bank, the employee shall reimburse the Board forthwith.
- (c) The Board will continue to cover the employee for benefits in accordance with WSIB legislation.

**ARTICLE 35****GENERAL**

- 35.1 It is agreed by both parties that wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where applicable.
- 35.2 The Board shall supply the Union the names and addresses and phone numbers, if listed, of all newly hired employees covered by this Agreement.
- 35.3 Proper accommodation, subject to the physical limits of the building, shall be provided for employees to have their meals and keep their clothes and valuables at the job site.
- 35.4 The Collective Agreement shall be prepared for signature by the Board with five (5) signed copies supplied to the Union. One copy will be supplied for each employee with twenty (20) additional copies provided to the Union. Costs of producing the Collective Agreement shall be shared by the parties on an equal basis.
- 35.5 When communicating in written form the Board and Union shall submit correspondence to the appropriate official(s) concerned.
- 35.6 The Board will make every effort to schedule meetings with employees during the employee's working hours.

**ARTICLE 36**RESIGNATION

36.1 An employee shall be required to give the Board a minimum of thirty (30) days written notice of their intent to resign.

**ARTICLE 37**FIRST AID KITS

37.1 The board will maintain a first aid kit in every school in accordance with the Workers Safety and Insurance Board Act and Regulations. The Board will comply with the WSIB Act and Regulations with respect to the provision of first aid rooms.

**ARTICLE 38**NO STRIKE OR LOCKOUT

38.1 There shall be no strike or lockout during the term of this Agreement. The term “strike” and “lockout” shall be as defined by the Ontario Labour Relations Act.

**ARTICLE 39**VALIDITY OF AGREEMENT

39.1 In the event of any provisions of this Agreement being contrary to the provisions of an applicable law hereinafter enacted, this Agreement shall not be, or deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

**ARTICLE 40**METHOD OF PAYMENT40.1 Method of Pay: (Payday)

Employees shall be paid on a bi-weekly pay schedule. Where a pay day falls on a recognized holiday the Board shall pay employees on the last regular banking day prior to the recognized holiday.

40.2 The Board shall provide direct deposit of salary for all employees covered by this Collective Agreement to a Bank, Trust Company or Credit Union within the jurisdictional area of the Board according to the employee’s choice. The onus shall be on the employee

to provide the Board with the necessary banking information in order that they may be paid.

- 40.3 In the event of an overpayment, the parties agree that the amount of overpayment shall be repaid to the Board forthwith, unless some other mutually acceptable schedule of repayment is arranged with the Board, by the employee.
- 40.4 In the event an employee is underpaid as a result of a Board error, the employee shall be paid as soon as possible by an advance deposit in the employee's account.
- 40.5 Pay cheque stubs shall indicate earnings and gross pay for the period. Overtime, vacation pay, shift differential and meal allowance shall also be indicated if applicable.

## ARTICLE 41

### RATE OF PAY/JOB TITLES

- 41.1 An employee's regular rate of pay shall be defined as the rate of pay for the job title to which an employee is appointed and presently working according to Article 43 of this Agreement.

41.2 Shift Premium

	Aug.31/08	Sept.1/08	Sept.1/09	Sept.1/10	Sept.1/11
a) Afternoon Shift	.20	.21	.22	.23	.24
b) Night Shift	.50	.52	.54	.56	.58
c) Sunday Shift	.50	.52	.54	.56	.58
d) Split Shift – 3 hours or more	.20	.21	.22	.23	.24

All shift premiums will be paid in addition to normal hourly rates and overtime, but are not subject to overtime calculations.

**ARTICLE 42****SALARY & CLASSIFICATIONS****42.1 Job Titles, Status, Hourly Wage Rates**

Assistant Caretaker		\$20.69	\$21.31	\$21.95	\$22.61	\$23.29
Cafeteria Lead		\$20.69	\$21.31	\$21.95	\$22.61	\$23.29
Project Custodian Lead		\$20.69	\$21.31	\$21.95	\$22.61	\$23.29
Maintenance/ Caretaker		\$21.10	\$21.73	\$22.38	\$23.05	\$23.74
Elementary Caretaker		\$21.19	\$21.83	\$22.48	\$23.15	\$23.84
Locksmith		\$21.19	\$21.83	\$22.48	\$23.15	\$23.84
Secondary Caretaker		\$22.08	\$22.74	\$23.42	\$24.12	\$24.84
Casual Rate for Special Projects		\$17.27	17.79	18.32	\$18.87	\$19.44

—  
The Board proposes the following changes to the Salary and Classifications Schedule:

September 1, 2008	3%
September 1, 2009	3%
September 1, 2010	3%
September 1, 2011	3%

LETTER OF UNDERSTANDING "A"

RETIREMENT GRATUITY

The following Collective Agreement clauses dealing with Sick Leave Retirement Gratuity/ Retirement Gratuity from the predecessor collective agreements of the geographic areas of Sault Ste. Marie and Central Algoma:

Sault Ste. Marie:      ARTICLE 20.7.1 to 20.7.7      -      Sick Leave Retirement Gratuity

Central Algoma:      ARTICLE 19      -      Retirement Gratuity

are grandparented and attached hereto for those employees who are also listed and attached hereto.

Employees not on the aforementioned list, future employees or employees who move into the geographic areas described above for any reason (e.g. displacement, posting, promotion, etc.) shall not be eligible for a gratuity.

The aforementioned clauses, along with lists of eligible employees by geographic area, will be attached as an addendum to this Collective Agreement.

**CUPE 16 PLANT****GRANDFATHERED RETIREMENT GRATUITY**  
**Updated June 10, 2005**

Barry, Beverley  
Charrette, Marja  
Fay, Christine  
Featherstone, Glen  
Fleming, Daniel  
Foltz, Clifford  
Galipeau, Michael  
Halford, Dorothy  
Hicks, Marcella  
Idehen, Mary  
Lamming, Sandra  
Lidstone, Linda  
McKiggan, William  
McLarty, John  
McLeish, Pauline  
Misner, David  
Parniak, Raymond  
Patrick, Steven  
Possamai, Lorraine  
Powe, Harold  
Shaw, Sylvia  
Stone, Sharon  
Thompson, Gordon  
Tucker, Marlene  
Vandette, Emile  
Wallenius, Harriet

**Central Algoma**

Brockelbank, Heather  
Burgess, Jeff  
Cain, Dick  
Coulter, Perry  
Leger, Patricia  
Nicholson, Paul  
Rumble Terry  
Shewfelt, Iva

LETTER OF UNDERSTANDING "B" LETTER 1  
ON ISSUES RELATIVE TO RATES OF PAY

The parties agree that the hours of work for those named employees in the geographic areas listed below will hereby be grandparented according to the following terms and conditions:

Chapleau:                Wayne Black  
                              Donald McEachren  
                              Lucie Ayotte

Central Algoma:        Dick Cain  
                              Raymond Nelson

Michipicoten:         Doug Mitchell  
                              George Turyk

The above named employees, who are currently assigned to work eight (8) hours per day, shall be grandparented at eight (8) hours per day/forty (40) hours per week until such time as the employee retires, resigns, is laid off or displaced, posts out or until such time as the next collective agreement is negotiated subject to the Ontario Labour Relations Act whichever comes first.

For clarity, the parties hereby agree that these employees continue to be subject to the provisions of the Layoff Article on a seniority basis. Consequently, these employees may have their hours reduced, may be displaced, and/or may be required to take a position of lesser hours as a result of the provisions of the Layoff Article.

Once an employee leaves an eight (8) hour position for any reason, the job will then be deemed to be a seven (7) hour (F.T.E. = 1.0) position.

Employees entering any of the above noted areas or position, either as a result of the Layoff provisions or as a new hire, will be scheduled on a seven (7) hour basis (1.0 F.T.E.).

For the above named employees, eight (8) hours per day will be equivalent to 1.0 F.T.E. with respect to the provisions of the following articles: Sick Leave, Vacations, Overtime, OMERS.

Shift schedules for eight (8) hour people will be adjusted accordingly by plant supervision.

LETTER OF UNDERSTANDING “ C – Letter 2  
ON ISSUES RELATIVE TO RATES OF PAY

The parties agree that those employees whose title will change to Custodian 10 (formerly Custodian III) and who are located in the geographic areas of Michipicoten, Chapleau, Hornepayne and Central Algoma will not have their status changed to the ten (10) months which is set out in the salary matrix.

Chapleau:	Lucie Ayotte
Hornepayne:	Ginette Busknell Sharon Guillemette
Michipicoten:	Gertrude Bertin

The Board will grandparent the above named employees until such time as a new collective agreement is negotiated, subject to the Ontario Labour Relations Act, or to the retirement or resignation of the employee, and subject to the provisions of the Layoff Article, whichever comes first.

In the event that one of these employees is laid off, displaced or leaves the position for any reason, the position will be deemed to be ten (10) months.

LETTER OF UNDERSTANDING “ D – Letter 3  
ON ISSUES RELATIVE TO RATES OF PAY

The parties agree that the following employees will be designated as follows, effective on the dates outlined below and will have status and hours grandparented in accordance with the relevant Letters of Understanding on this matter:

Chapleau: (Effective September 1, 2000)

Don McEachern - Maintenance Caretaker

Wayne Black - Elementary Caretaker (formerly Custodian I)

Michipicoten: (Effective November 21, 1999)

George Turyk - Maintenance Caretaker

Doug Mitchell - Elementary Caretaker (formerly Custodian I)

The parties agree that any grandparenting contained in other relevant Letters of Understanding shall continue to apply to those employees so appointed.

LETTER OF UNDERSTANDING - EVACATION BONUS

The parties agree that clause 23.12.1 from the former Sault Ste. Marie Collective Agreement shall be grandparented for those members located in the geographical area of Sault Ste. Marie on November 19th, 1999, and who were eligible for the bonus in accordance with the terms of clause 23.12.1 which is recreated here as follows:

“A pay bonus, in the amount of 3% of vacation pay shall be paid to all full time employees who have completed a minimum of one (1) year service with the Board.”

LETTER OF UNDERSTANDING –F

The parties hereby agree that if the Board determines an employee to have the skills (but not a certified ticket) necessary to replace the carpenter or the plumber such an employee will be paid at the rate of a Locksmith (formerly Maintenance I).

The replacement procedure will not apply to any electrical work (electrician) or any plumbing work that is governed by specific “code” required by law. This type of work must be completed by a certified/ticketed replacement (if applicable).

Where one or more employees have the necessary skill, the most senior “skilled” employee shall be offered the assignment.

LETTER OF UNDERSTANDING - GFOUR DAY SUMMER WORK WEEK

The parties agree to implement without prejudice or precedent, a four (4) day work week program in each of the summers of 2003 and 2004. The four (4) day work week program will be called the "Summer Work Program". The Summer Work Program will commence on the next work day following Canada Day and terminate on the second last Friday in August in each summer. The Summer Work Program will be governed by the following terms and conditions, and these shall override any conflicts/contradictions with the collective agreement for the duration of each Summer Work Program.

The terms and conditions are as follows:

1. Vacation days will be booked in blocks of one week equaling five (5) days to be deducted from the employees vacation entitlement. Requests for single vacation days may be granted at the discretion of Plant Manager but only for extenuating circumstances.

2. Hours of Work:

Regular Week: 35 hours/4 days will be scheduled within three (3) nine (9) hour shifts and one (1) eight (8) hour shift; or

Regular Week: 40 hours/4 days will be scheduled with four (4) ten (10) hour shifts; or

3. a) The Elementary Schedule for seven (7) hours per day positions will be:

Monday to Wednesday: 6:00 a.m. to 3:30 p.m. (9 hour shift plus the ½ hour unpaid lunch)

Thursdays: 6:00 a.m. to 2:30 p.m. (8) hour shift plus the one half (½) hour unpaid lunch. The eight (8) hour per day positions will be scheduled on the same basis but to reflect the 40 hour/week criteria in #2.

Page 2

b) The Secondary schedule will be:

Caretaker	Monday to Thursday
Asst. Caretaker	Tuesday to Friday
Custodians	Monday to Thursday

Specific hours of work for each position will be governed by the criteria in item #2.

Maintenance will be scheduled by the Board from Monday to Friday inclusive. Some maintenance employees will work Monday to Thursday and others will work Tuesday to Friday to ensure that the full five (5) day period is covered each week with a 7:00 a.m. daily start.

Where necessary, the Board may change the schedule of an employee due to the delivery of Educational Programs, operational demands and/or extenuating circumstances but still maintain the four (4) day work week.

4. Sick Leave is accumulated and taken in hours. Therefore if an employee is sick during the period of a Summer Work Program, sick time (if applicable) shall be deducted as per normal practice - hour for hour.
5. Overtime, if applicable, will be for hours worked in excess of thirty five (35) hours per week, or daily for hours worked after the appropriate daily hours according to item #2.
6. In areas, where a forty (40) hour work week exists the overtime will be paid for those hours in excess of forty (40) hours per week or for those hours worked after the appropriate daily hours according to item #2 (above).
7. Current levels of productivity must be maintained at a minimum, and the Board will monitor productivity levels in each school program as per past practice.
8. The Unpaid Lunch Period will be one half hour (½) taken between 11:00 a.m. and 1:00 p.m.

Page 3

9. Paid Leave Days are based on a 7 or 8 hour day (whichever is applicable), therefore the additional hours will be worked by the employee as scheduled by Plant Management. This time will be worked before the end of that summer's Work Program.
10. Statutory Holidays will also be paid based on the employee's regularly scheduled shift.  
(
11. Casuals will be utilized to replace according to the hourly schedule currently in operation for the department to which they are being assigned.

LETTER OF UNDERSTANDING - H  
PRINCIPLES FOR THE NEW CLEANING METHOD

**I. General**

The model will be based on the following core principles:

Core Principles:

1. A consistent standard schedule of cleaning to provide every operational classroom with some cleaning attention every school day.
2. The standard of cleaning described in #1, will result in a higher standard than the “Alternate Day” cleaning model.
3. Time for “minor maintenance functions” (such as but not limited to, light fixture repairs, door hinge repairs, washroom stall repairs, tightening and cleaning of machines, fixtures, brackets, etc.) will be incorporated.
4. The purchase and use of automated cleaning equipment to increase cleaning efficiencies and improve cleaning effectiveness while reducing the risk of injury which would lead to a reduced number of WSIB claims.

Extenuating circumstances may require minor deviation from this model to achieve effectiveness and/or meet operational needs.

**II. Application of Principles:**

1. There shall be an annual review of the allocation of hours, if applicable.
2. During the annual review, factors which will be considered in triggering an adjustment of allocation of hours (up or down) include:

#### A. Internal

- an increase of three (3) or more classrooms from the foundation allocation or most recent adjustment of the allocation of hours; or
- a decrease of three (3) or more classrooms from the foundation allocation or most recent adjustment of the allocation of hours.

#### B. External

- an increase of two (2) or more portables from the foundation allocation or most recent adjustment of the allocation of hours; or
- a decrease of two (2) or more portables from the foundation allocation or most recent adjustment of the allocation of hours.

#### C. Combinations

- an increase of one (1) portable and two (2) classrooms or more from the foundation allocation or most recent adjustment of the allocation of hours; or
- a decrease of one (1) portable and two (2) classrooms or more from the foundation allocation or most recent adjustment of the allocation of hours.

In each review conducted the number of decreases or increases shall be compared against the foundation allocation or the most recent adjustment of the allocation of hours with the understanding that a trigger may not be reached for a number of years but that when it is reached an adjustment will occur.

Should areas be closed\*, which are less than the aforementioned adjustment triggers, resulting in employees having more time to clean less space, the parties recognize that there will be a higher level of cleaning and maintenance productivity.

\* Closed will mean where cleaning is not required.

In the event of a decrease in the allocation of hours as described above, the relevant provisions of the collective agreement shall be adhered to.

LETTER OF UNDERSTANDING – IARTICLE 2 CLARIFICATION

The parties agree that with respect to the use of casual students and the pay rate for them, the following shall apply:

- i. The Board is able to continue to contract out work within the scope of the collective agreement provided such work is similar to scenarios in existence between January 1st, 1998 and November 20th, 1999.
- ii. If the Board employs casual students who regularly work more than eight (8) hours per week, they will be paid \$9.50 per hour and union dues will be deducted from such casual students.
- iii. If the Board employs casual students who regularly work less than 8 hours per week, they will be paid at a rate determined by the Algoma District School Board. Use of casual students shall not lessen the hours of work of a regular bargaining unit employee in the areas of Hornepayne, Chapleau and Michipicoten.

LETTER OF UNDERSTANDING - J

NEW CLEANING MODEL DESIGN COMMITTEE

The parties agree that a Committee comprised of equal numbers of management and union personnel will be formed with the intent of designing and recommending a new cleaning model which will include new standards of cleaning, agreeable to the parties.

Union members who serve on the Committee shall be granted leave with pay to participate in Committee meetings.

The parties agree that as part of the new cleaning model, the Committee will investigate hours of work as they relate to cost effectiveness, productivity and impact on employees.

The parties agree that once the model is designed and agreed to by the Committee, the Committee will present the model and a Pilot Project Plan to the Union Executive and to Senior Board Management and will request approval to proceed to a pilot project stage in various Board worksites.

With the approval of the Union Executive and Senior Board Management, the Committee will operate, monitor and evaluate the viability of the model in the pilot test sites.

Upon completion of the pilot project stage, the Committee will report, in writing, their findings, along with a recommendation with respect to the implementation of the model. The Committee will then be dissolved.

Any recommendation for implementation of the model will be subject to ratification by both the Board and the Union.

In the event that the Committee reaches an impasse at any time throughout the process the Committee will be dissolved.

## LETTER OF UNDERSTANDING - K

TRADESPERSON ALLOWANCE

Licensed Tradesperson: Plumber  
Electrician  
HVAC  
Boiler Mechanic  
Carpenter

Sept.1/08	.52/hour
Sept.1/09	.54/hour
Sept.1/10	.56/hour
Sept.1/11	.58/hour

## LETTER OF UNDERSTANDING - L

DISCIPLINE AND DISCHARGE

- a) Disciplinary meetings will normally be held during working hours. The employee shall suffer no loss of pay as a result of attendance at a disciplinary meeting held during the employee's working hours.
  - i)The board shall have the right to discipline, demote or discharge an employee for just cause. The parties agree that a lesser standard of just cause shall apply to probationary employees
  - ii)Such employee shall have the right to be accompanied and advised by a Union representative at such meeting.
- b) Employees shall be notified in writing of any discipline, demotion or discharge. The Bargaining Unit President shall receive a copy.
- c) The Board agrees to notify the Bargaining Unit President in advance of the discharge of any employee.
- d) When a report pertaining to an employee's conduct or competence is to be placed in that employee's personnel file, the employee shall receive a copy



**LETTER OF UNDERSTANDING - N  
OVERTIME SCHEDULING CHANGE OF PRACTICE OCTOBER 2008**

As per Article 18 of the Collective Agreement:

18.1 a) An employee will not be permitted to work overtime except with the prior approval of the immediate supervisor.

18.1 c) the parties agree that overtime shall be kept to a minimum but will cooperate in meeting operational needs where overtime is required.

Casuals will be called first on a seniority rotation basis if available and, if they have not worked a 35 hour work week.

Overtime required in a school shall be offered by seniority on rotation basis, first to the full-time or part-time employees assigned to the building. In the event that full-time or part-time employees of this building decline to work overtime, then it shall be offered to other full-time or part-time employees from the elementary schools according to the seniority in rotation. In the event that full-time or part-time employees decline the overtime, then it will be offered to casuals.

CAFETERIA SECONDARY WEEKEND WORK (ie. Cafeteria training, Smart Serve Certification).

- See below for details

PROJECT CUSTODIANS, MAINTENANCE HELPERS, TRADE POSITIONS (ie. Chainsaw certification, and maintenance related training and tradesmen)

- For these specific jobs (noted above)
- Any overtime required will remain status quo
- The people will cover their own areas(s)/job(s) as per past practice

It must be noted that the change for the practice of calling out is based on the fact that

- There are not enough employees most of the time to cover weekend work
- The Board feels that they have an obligation to offer the overtime to other employees within their system
- Cost to the Board by having one person always covering is extreme
- Ongoing concerns raised by the Union

CUPE CUSTODIAL STAFF

Carestaff interested in working overtime, must submit their intent in writing to the Supervisor of Carestaff upon receipt of this memo.

NOTE: Carestaff Supervision will remove an employee from the Overtime List if he/she refuses work three (3) times in the current school year.

CUPE CAFETERIA STAFF

Cafeteria staff interested in working overtime in the cafeterias must submit their intent in writing to the Supervisor of Carestaff upon receipt of this memo.

NOTE: Carestaff Supervision will remove an employee from the Overtime List if he/she refuses work three (3) times in the current school year.

It must also be noted that cafeteria staff will not be put on the weekend Custodial Call Out List.

**LETTER OF UNDERSTANDING - O****FUNDING ENHANCEMENT – PDT**

In accordance with the PDT agreement, the parties note the Government's requirement that this funding enhancement in 2009-10 be fully used to address the workload of Custodial/Maintenance/Skilled Trades/Staff, considering:

- The new requirements for monitoring water quality; and
- The importance of maintaining school buildings and grounds in good physical condition

Boards must apply this enhancement in 2009-10 up to the value of the Board's share of the new allocation, in the following order:

- To offset staff reductions in Custodial/Maintenance/Skilled Trades/Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance Staff/Skilled Trades in 2009-10 up to the value of the Board's share of this new allocation

The Board will share the financial analysis and calculations of this allocation with the bargaining unit.

The parties will meet in May/June 2009 to review this allocation, as per the attached Retention Guideline.

**Letter of Understanding – P****PROFESSIONAL DEVELOPMENT - PDT**

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in 2008-09 and/or 2009-10.

It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

The bargaining unit's share of the the Professional Development allocation under the PDT agreement is \$29,772.80 which is 31.9% of the estimated allocation of \$93,319.00 to be available to the Board under the allocation.

It is agreed that the Labour-Management Committee will meet no later than December 31, 2008 to review professional development issues and make decisions for upcoming professional development opportunities for union members.

**LETTER OF UNDERSTANDING - Q****RE: JOINT BENEFITS COMMITTEE AND PDT ENHANCEMENT**

The Algoma District School Board (ADSB) and CUPE Local 16 will establish a Joint Benefits Committee (of not less than three (3) members for each party to this agreement) to address issues concerning the administration and design of the CUPE Local 16 Benefits Plan.

The CUPE Local 16 Plant Department share of the Benefit Enhancement monies are calculated as set out in the Funding for Group Benefits and Other Working Conditions. (the work sheet will be provided to the Union no later than December 31, 2009.)

The CUPE Local 16 share of the Board's allocation of \$187,356 under the enhancement shall be based on approximately 160 FTE CUPE Local 16 employees and shall be subsequently adjusted based on the final 2008-2009 Financial Statement.

In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit, shall be excluded.

**LETTER OF UNDERSTANDING - R**  
**SUPERVISION**

The Parties agree that the general supervision of students shall not be assigned to any classification or position within the bargaining unit.

## LETTER OF UNDERSTANDING - S

### RE: DEFINITION OF OMERS CONTRIBUTORY EARNINGS

The following definition of contributory earnings under the OMERS Pension Plan is provided for informational purposes only and is non-grievable. Contributory earnings must include all regular earnings, as follows:

- Base wages or salary
- Regular vacation pay if there is corresponding service
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service
- Retroactive pay (Including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions)
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy)
- Ongoing special allowances (for example, flight allowance, canine allowance)
- Pay for time off in lieu of overtime
- Danger pay
- Acting pay (pay at a higher salary rate for acting in place of an absent person)
- Shift premium (pay for shift work)
- Ongoing long service pay (extra pay for completing a specified number of years of service)
- Sick pay deemed to be regular wages or salary
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement)
- Ongoing taxable payments to pay for costs (for example, educational or car allowance)
- Taxable premiums for life insurance
- Taxable value of provided vehicle or care allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings)
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended

**DURATION AND RENEWAL OF CONTRACT**

This agreement shall remain in force from September 1, 2008 up to and including August 31, 2012, and shall continue from year to year thereafter, unless either party serves notice to renegotiate the terms of this Agreement as is hereinafter provided.

Either party to this Collective Agreement may, within the period of ninety (90) days, but not less than thirty (30) days before the a Agreement ceases to operate give notice in writing to lthe other party of its desire to bargain with a view to renewal, with or without modification, of the Agreement then in operation or to the making of a new Agreement.

**SIGNATURES**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this 7 day of November 2008.

Signed at Sault Ste. Marie on Nov. 7, 2008.

Navala

Brenda Brooks

R. H.

Jerry Eban

[Signature]

Mike Gajew

[Signature]

Rand [Signature]

[Signature]

\_\_\_\_\_

Board

Union