

# **COLLECTIVE AGREEMENT**

**Between**

**CARETAKING NORWELL PAUL METZGER**

hereinafter called "the Company"

**~ and ~**

**CANADIAN UNION OF PUBLIC EMPLOYEES,**

**LOCAL 256.02**

hereinafter called "the Union"

**Expiry December 31, 2019**

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## **ARTICLE 1 – RECOGNITION AND COVERAGE**

- 1.01 The Company agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of Paul Metzger at the Norwell District Secondary School, Palmerston, Ontario, (the plant), save and except the manager, and persons above the rank of manager.
- 1.02
- (a) Any employee who is a member of the Local in good standing on the effective date of this Agreement shall, as a condition of employment, maintain his membership with the Union.
  - (b) Any employee hired, rehired, reinstated, or transferred into the bargaining unit on or after the effective date of this Agreement shall be required, as a condition of continued employment, to be a member of the Union on or after the ninetieth (90<sup>th</sup>) day following the beginning of his employment.
- 1.03 The Union shall have the right at any time to have the assistance of the CUPE representative when dealing or negotiating with the Company.
- 1.04 The Company shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the CUPE Local 256 not later than the tenth (10<sup>th</sup>) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications, hours of work and gender of employees from whose wages the deductions have been made.

- 1.05 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Recording Secretary of the Union, or the CUPE National Representative, with a copy to the Recording Secretary of the Union. A copy of any correspondence between the Company, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Recording Secretary of the Union, the unit chair and the CUPE National Representative.

## **ARTICLE 2 – STEWARDS AND NEGOTIATING COMMITTEE**

- 2.01. The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than two (2) employees to deal with matters which properly arise from time to time in connection with the renewal or modification of the Agreement.
- 2.02. The Company acknowledges the right of the Union to appoint or otherwise select not more than two (2) stewards to deal with grievances or employees and attend meetings with the Company within working hours without loss of pay. It is understood that a steward will not leave his assigned duties for the purpose of servicing grievances or other Union activities without first obtaining permission from his manager and when resuming his regular duties will report to this manager. It is understood that such permission shall not be unreasonably withheld.
- 2.03. The Union shall notify the Company in writing of the names of stewards and the negotiating committee designated to transact Union business with the Company.
- 2.04. An employee shall be allowed up to a maximum of six (6) hours per day, at their regular hourly rate, for negotiations, including conciliation.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01. The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, retire, discharge, classify, transfer, assign, direct, promote, demote, lay-off, and suspend or otherwise discipline employees subject to the provisions of this Agreement;
  - (c) generally to manage the industrial enterprise in which the Company is engaged and without restricting the generality of the foregoing, to organize overtime, to require employees to work such overtime hours as necessary, the kinds and locations of equipment, machines and tools to be used, the methods and schedules of production, the allocation and number of employees required by the Company from time to time, and the hours of work subject to the provisions of this Agreement;
  - (d) engage and employ Mr. Paul Metzger for any of the job functions he now performs in accordance with Article 18.
- 3.02. All the functions, powers and authorities, which the Company has not specifically abridged, delegated or modified by the Agreement, will be recognized as being retained by the Company.
- 3.03. All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, in so far as they are consistent with this Agreement unless modified by mutual agreement between the Company and the Union.

## **ARTICLE 4 – STRIKES AND LOCKOUTS**

- 4.01. In view of the orderly procedures established by this Agreement for the expeditious handling and settling of grievances, the Union agrees that there shall be no illegal strikes, lockouts, as defined in *The Ontario Labour Relations Act 1995, as amended*.
- 4.02. The Company agrees that it will not cause or direct any illegal lockout of its employees, during the term of this Agreement.

## **ARTICLE 5 – RELATIONSHIP**

- 5.01. The Parties agree to abide by the *Ontario Human Rights Code, C.19* of the *Statutes of Ontario, 1990*, as amended, and further agree that there shall be no discrimination with respect to any Employee by reason of political affiliation.

Furthermore, and in accordance with the *Ontario Labour Relations Act, 1995*, as amended, the parties agree that there will be no discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of any employee's activity or lack of activity in or with the Union or for exercising his or her rights under this Collective Agreement.

- 5.02. The Union agrees that there will be no Union activity on the premises of the Company during working hours, except as permitted by this Agreement, or with the permission of the Company.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.01. It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has not grieved until he has first given his manager an opportunity to adjust his complaint, and that such complaint shall be registered with the manager within three (3) days of the alleged circumstances coming to the knowledge of the employee.
- 6.02. If an employee has an unsettled complaint, it may be taken up as a grievance within five (5) full working days after the expiration of the three (3) days referred to in Paragraph 6.01, in the following manner and sequence:
- Step No. 1 between the aggrieved employee, who may be accompanied by a union steward, shall submit to the manager a written record of the grievance on a standard union grievance form and such form shall be signed, whenever possible, by the aggrieved employee is unable to do so. Failing a settlement within not more than five (5) full working days, then any difference between the parties arising from this Agreement may be taken to arbitration in accordance with Article 6.05
- 6.03. Saturdays, Sundays and plant holidays will not be counted in determining the time limit within which any action is to be taken or completed in each of the steps of the Grievance Procedure. Any and all time limits fixed by this Article may at any time be extended between the Company and the Union.
- 6.04. A complaint or grievance arising directly between the Company and the Union concerning the interpretation, application of an alleged violation of the Collective Agreement shall be originated at Step 2.



Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Company. The grievance shall be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

- 6.05. In accordance with the *Ontario Labour Relations Act, 1995* as amended, either Party may inform the other Party in writing of the intention to place a matter not resolved under Article 6.02 before an Arbitrator. Such written notice from the initiating Party shall be received by the receiving Party within thirty (30 days) of the decision rendered under Step One and shall include a list of at least three (3) Arbitrators to consider for appointment. The receiving Party shall respond to the initiating Party within five (5) working days. If the Parties are unable to agree on the appointment of an Arbitrator, either Party may request the Ministry of Labour to appoint an Arbitrator.

The Arbitrator appointed pursuant to this Article has no jurisdiction to alter, modify or amend the collective agreement or make any decision that is inconsistent with the provisions of this Agreement.

The decision of the Arbitrator appointed pursuant to this Article is final and binding upon the Employer, the Union and any Employee affected thereby.

The Employer and the Union shall share equally the cost of the sole Arbitrator.

- 6.06. The parties agree that it is their intent to resolve grievances without recourse to arbitration, where possible. Therefore, notwithstanding 6.05 above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expense, if any, of the mediator.

## **ARTICLE 7 – WAGES AND BENEFITS**

- 7.01. The standard workweek shall be forty (40) hours and the standard workday shall be eight (8) hours which shall normally be scheduled Monday to Friday. The foregoing does not constitute a guarantee of either daily or weekly hours. The Company will pay for hours worked at the rates set out in Schedule "A" attached hereto, except where otherwise stated in the Agreement. Overtime regulations shall not be a limitation upon the number of hours per day or days per week that the Company may operate or schedule its employees.
- 7.02. Overtime at the rate of time and one-half the straight time hourly rate shall be paid for all authorized hours worked in excess of eight (8) hours per day. Time and one-half will be paid for work performed on Saturdays and double time on Sundays.
- 7.03. Employees will be granted leave of absence with pay for up to:
- (a) Five (5) days in the event of the death of an employee's immediate family. Members of the family shall include spouse, mother, father, sister, brother, son and daughter.
  - (b) Three (3) days in the event of the death of an employee's grandchild, stepchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law.

- (c) One (1) day in the event of the death of a niece, nephew, uncle or aunt.
  - (d) One (1) bereavement day may be set aside from the entitlement for purposes of attending a future memorial or burial day.
  - (e) Should a death occur during a vacation period, eligible bereavement days will be substituted and vacation days will be reimbursed back to the employee's vacation bank.
- 7.04. All employees, except students, who upon hire and have completed their probationary period shall be given (2) uniforms on September 1<sup>st</sup> in each year of the contract.
- 7.05. All employees who have completed their probationary period shall be given an annual allowance of **\$200.00** toward the purchase of work boots. The allowance shall be paid thirty (30) days after the employee has made presentation of a receipt for the purchase of work boots. No such presentation may be made before the first (1<sup>st</sup>) day of September.
- 7.06. Employees who have completed their probationary period will be granted leave of absence with pay for up to five (5) days per year, from year to year, for any legitimate case of illness or accident. The Company may require the employee to furnish a doctor's certificate. Any unused sick days may be accumulated up to a maximum of ten (10) days.
- 7.07. The Company shall subsidize the extent of one hundred (100%) percent of the premium required by the Carrier for extended health care coverage with a \$10.00 single and \$20.00 family deductible and disability insurance for two-thirds (2/3) of the employee's wages with a seventeen (17) week waiting period.

The Company will pay to the employee one hundred percent (100%) of the cost to provide vision care coverage of **two hundred and seventy-five dollars (\$275.00)** for eyewear or eye exam or any combination thereof for each employee and family member within every twenty-four (24) month period **upon receipt**.

The Company will pay to the employee **three hundred and twenty-five dollars (\$325.00)** dental allowance for dental coverage per employee per year **upon receipt**.

- 7.08. Any employee completing the position of Acting Head Custodian will receive a wage adjustment of **two dollars (\$2.00)** per hour.
- 7.09. Effective upon ratification, all employees shall receive a shift premium of **forty-five cents \$0.45** per hour for all hours worked after 3:30 p.m. except students on Friday evenings.

## **ARTICLE 8 – PAID HOLIDAYS**

- 8.01. Employees who have completed their probationary period shall be paid for:

New Year's Day  
Good Friday Victoria Day Canada Day  
Civic Holiday Labour Day Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
Boxing Day  
Two (2) Float days to be taken at the Christmas period  
Float Day - to be taken as mutually agreed  
Family Day

For the standard number of daily ours of the employee's regular straight time rate of pay provided however, the employee works the regular scheduled shift preceding and following such holiday unless excused for a justifiable reason. There shall be no layoff of full-time employees during the school Christmas shutdown.

- 8.02. An employee required to work on any of the above designated plant holidays will receive time and one-half his regular straight time rate for work performed in addition to plant holiday pay in conformity with paragraph 8.01 above. Should any of the plant holidays listed in paragraph 8.01 fall on a Saturday or Sunday, such holiday shall be observed on either the Friday preceding or the Monday following the holiday.

## **ARTICLE 9 – EMERGENCY CALL-IN AND REPORTING PAY**

- 9.01. An employee who is called in to work in an emergency situation shall receive a minimum of four (4) hours work or four (4) hours pay at the prevailing rate.

## **ARTICLE 10 – SENIORITY**

- 10.01. A new employee will be on probation and will not acquire seniority until he has completed ninety (90) working days with the Company. On completion of his probationary period, his seniority shall be established as the last date on which he started work with the Company since which there has been no break in service.

Subject only to the *Ontario Human Rights Code*, a probationary employee may be dismissed for any reason and the dismissal shall not be subject of a grievance.

10.02. The following job categories are recognized:

- (a) caretakers;
- (b) cleaners;
- (c) students (part-time).

10.03. Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority; providing the employee may be exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

10.04. The Company will recall based on seniority and the employee with the greatest seniority will be the first to be recalled from layoff.

10.05. Both parties recognize:

- (a) the principle of promotion within the service of the Company;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 10.03. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

- 10.06. When a vacancy occurs, such vacancy is to be posted for three (3) working days at the plant. All employees may file a written request for the job with the manager and all requests will be dealt with in accordance with the provisions of paragraph 10.05.
- 10.07. Seniority, as referred to in this Agreement, shall commence as of the hiring of the employee and shall mean length of continuous service in the employ of the Company and shall be on a plant-wide basis. An employee promoted to manager or other position excluded from this Agreement, shall continue to accumulate seniority for a maximum period of twelve (12) months beyond the date of promotion.
- 10.08. Employees who are laid off retain the seniority they have accumulated to the date of their layoff for a period of twenty-four (24) months subject to paragraph 10.09.
- 10.09. Seniority rights shall cease and employment shall be terminated for any of the following reasons:
- (a) If any employee voluntarily quits and an employee shall be deemed to have quit when he gives notice in writing of his desire to leave the Company's employment.
  - (b) If an employee is absent for more than three (3) working days without having reported his absence (with acceptable reason), to his immediate manager, or without having applied for an obtained a leave of absence for a definite period from the Company.
  - (c) The employee fails to report to work at the expiry of his leave of absence.

- (d) The employee fails to report for work after a layoff and does not notify the Company within two (2) days after being advised in writing of a recall that he intends to return to work.
  - (e) If the employee is discharged and such discharge is not reversed under the grievance procedure.
  - (f) If an employee utilizes a personal leave of absence for a reason other than requested.
- 10.10. The Company will post a current copy of the plant seniority list every six (6) months.
- 10.11. Any employee electing to continue work in his/her position beyond the age of 65 will be entitled to all terms and conditions of the collective agreement.

## **ARTICLE 11 – LEAVE OF ABSENCE**

- 11.01. The Company may grant leave of absence to an employee any time for legitimate personal reasons. Application by the employee will be made in writing to the manager who will grant such leave, if possible, after considering the requirements of the business. The decision to grant leave of absence shall be in the sole discretion of the manager without being unreasonably withheld, and subject to applicable government regulations.
- 11.02. Jury Duty or Court Witness
- Any employee who is required to serve on a jury or as a court witness shall be paid the difference between the amount paid for such service and his regular hourly rate for the time lost from his regular scheduled work shift by reason of such service, for the duration of two (2) weeks, subject to the following provisions:



- (a) Employees must notify their immediate supervisor within a reasonable time after receipt of notice of selection for jury duty or court witness;
- (b) Employees called for jury or as a court witness and who are temporarily excused from attendance at court during working hours must report for work within a reasonable time;
- (c) In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public officials showing the date and the time served and the amount of pay or fees received;
- (d) No such payment shall be made to any employee under the provisions of this Article when such leave is solely in the cause of the employee involved.

## **ARTICLE 12 – REST PERIODS**

12.01. The Company will schedule for each employee a paid break period of fifteen (15) minutes during the first half and a second paid break period of fifteen (15) minutes during the second half of each standard shift.

## **ARTICLE 13 – VACATIONS WITH PAY**

13.01.

- (a) This Agreement acknowledges that the Company has the right to schedule vacations so as to efficiently maintain plant operations, however, a sincere effort will be made to grant vacations at the time wanted by the employee giving longer service employees preference. Vacations of more than two (2) weeks will not necessarily be scheduled consecutively during the months of June, July or August.

- (b) Vacation entitlement will be calculated from the date of hire.
- 13.02. Every employee shall be given a vacation with pay of at least two (2) weeks upon the completion of each twelve (12) months of employment.
- (a) An employee with three (3) years or more service by July 1st of the current year, shall be entitled to three (3) weeks of paid vacation
- (b) An employee with ten (10) years or more service shall be entitled to four (4) weeks of paid vacation
- (c) An employee with twenty (20) years or more of service shall be entitled to five (5) weeks of paid vacation.
- (d) Employees will be allowed to carry over a maximum of one (1) week vacation to the following year upon approval by the Company. The request for carry over will not be unreasonably denied.
- 13.03. An employee voluntarily quitting or leaving his employment for any reason during the vacation year, shall receive vacation pay based on his earnings since the preceding July 1st. Such pay shall be calculated at the appropriate percentage figure for his years of service in accordance with the preceding provision of this Article.

## **ARTICLE 14 – SAFETY AND HEALTH**

- 14.01. The Company and the Union agree that they mutually desire to maintain high standards and health in the workplace in order to prevent injury and illness in accordance with the Occupational Health & Safety Act.

## **ARTICLE 15 – TERM**

15.01. This Agreement shall remain in effect from January 1, 2017 until December 31, 2019 and unless either party gives the other party notice of a termination or a desire to amend the Agreement within a ninety (90) day period prior to the termination date, then it shall continue in effect for a further year, without change and so on from year to year thereafter.

## **ARTICLE 16 – PAY PERIOD**

16.01. The employees will be paid by a manager on the 15th and the last day of each month. The pay shall be calculated by the number of hours worked from the last pay date up to and including the actual pay date.

## **ARTICLE 17 – CONTRACTING OUT**

17.01. It is the intention of the Company to utilize the skills and experience of its employees. The Company agrees it will not hire contractors to perform work in the plant as set out in Schedule "B" unless the work cannot be performed by bargaining unit employees because of skill requirements.

## **ARTICLE 18 – WORKING SUPERVISORS**

18.01. With the exception of Paul Metzger, supervisory employees who are excluded from the bargaining unit will not, under normal conditions, perform work customarily carried out by members of the bargaining unit, except in the training of employees, testing of equipment, developing of methods of standards, emergencies, assisting to overcome operating difficulties and in recognized cases where it is the present and long, standing practice for certain supervisors to perform manual work. Paul Metzger will, however, be able to continue to perform any and all duties, jobs and job functions at the plant, which he now regularly and customarily performs.

## **ARTICLE 19 – COPIES OF AGREEMENT**

19.01. The Union and the Company desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Company shall print at his own costs, sufficient copies of this Agreement within thirty (30) days of signing.

## **ARTICLE 20 – INCLEMENT WEATHER**

20.01. In the case where the Board closes the school and no one is allowed in the building, employees shall not be required to work but employees will receive their regular rate of pay. This does not include students.



## **ARTICLE 21 – CRIMINAL CHECK AND TB TEST**

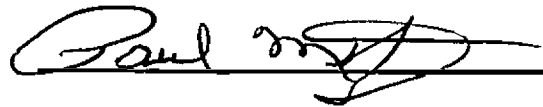
21.01. All employees must provide a criminal background check before employment commences and every three (3) years of employment thereafter. The cost of the criminal check will be paid by the Company.

IN WITNESS WHEREOF, the parties have, through their duly authorized representatives, hereunto signed their names the \_\_\_\_ day of, January, 2017.

**Canadian Union of Public Employees,  
Local 256.02**

**Caretaking Norwell, Paul Metzger**

  
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**SCHEDULE "A"**

<b>Job Title</b>	<b>Effective January 1, 2017</b>	<b>Effective January 1, 2018</b>	<b>Effective January 1, 2019</b>
Caretakers – F/T	\$15.20	\$15.55	\$15.90
Cleaners – F/T	\$15.20	\$15.55	\$15.90
Students – P/T	\$9.95	\$10.10	\$10.25

## **SCHEDULE "B"**

1. Maintain the school in a clean sanitary condition at all times, to the satisfaction of the Principal and the Board's Supervisor of Plant Operation.
2. The methods, material and equipment to be used will be detailed by the Supervisor of Plan Operation and the materials and equipment will be provided by the Board.
3. Clean and wax all floors as required to preserve the floor surface. This will be done at least once per month or as directed by the Supervisor of Plant Operation.
4. The floors are to be mopped after school begins in the morning, after lunch break and after dismissal in schools having full-time caretaking services.
5. Damp or wet mop floors when dictated by weather conditions or pupil illness or accidents in the school.
6. Washroom floors are to be damp mopped daily with germicidal detergent.
7. Washrooms are to be kept in a clean sanitary condition at all times with fixtures disinfected nightly and disinfection to all surfaces as directed and all dispensers are to be kept adequately supplied.
8. Remove marks from walls, doors and all surfaces as necessary.
9. Wash and clean windows outside in spring, summer and after Halloween and inside when necessary.
10. Remove dust daily from classroom furniture, desks, doors, closets, windowsills, blackboard ledges and all other fixtures in the building.

11. Wash the facilities outlined in paragraph 10 weekly or as directed to maintain a sanitary environment using germicidal detergent.
12. Replace burned out lights and carry out minor maintenance as required or report such maintenance to the school office and the Supervisor of Plant Operation.
13. Operate and maintain school heating, plumbing and all other service equipment as directed and ensure that building temperatures are maintained as may be required to suit the school program.
14. Report any malfunction of mechanical equipment to the Supervisor of Electrical/Maintenance immediately, and if he cannot be contacted, then a Board technician is to be contacted.
15. Remove waste daily and deposit in waste lugger.
16. Remove litter accumulating on the school grounds.
17. Keep snow removed from all entrances and steps to the school.
18. Carry out the Principal's wishes for movement of furniture or equipment, and must adjust work schedule to conform to the Principal's school program.
19. Ensure compliance with fire safety regulations.
20. Ensure compliance with the statutes of the Ontario Occupational Health and Safety Act, 1978.
21. Ensure compliance with the Board's policy to implement the provisions of Bill 203, the Trespass to Property Act.
22. Ensure compliance with the Board's policy with regard to the Public Use of Facilities - Policy Number 1530.



23. Refrain from smoking any area not designated by the Principal as a smoking area or when caretaking work is being performed.

## **SECURITY**

1. Unlock outside doors daily as required by the Principal.
2. Lock and check all doors and windows daily before leaving the school unless instructed otherwise by the Principal.
3. Inform any staff or user group still in the school that they are responsible for security.
4. Check mechanical facilities daily before leaving to ensure they are functioning properly.
5. Turn out all lights daily before leaving, except those required for security purposes.
6. Check heating equipment on Saturdays, Sundays, and holidays during severe weather to ensure that it is operating.
7. Do not give school keys to any person and reference all requests from non-school groups for use of facilities to the Principal or the Superintendent of Property.