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EFF.	93	01	01
TERM NO. OF EMPLOYEES	94	12	31
NOMBRE D'EMPLOYÉS	475		
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**COLLECTIVE
AGREEMENT**

BETWEEN

**THE SIMCOE COUNTY
BOARD OF EDUCATION**

- and -

**CANADIAN UNION OF
PUBLIC EMPLOYEES AND
ITS LOCAL 1310**

**EFFECTIVE: JANUARY 1, 1993
TO DECEMBER 31, 1994**

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Letter of Understanding (5)

THIS AGREEMENT dated the 1st day of January,
1993

Between

**THE SIMCOE COUNTY
BOARD OF EDUCATION**

(hereinafter called the 'Employer')

OF THE FIRST PART

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1310**

(hereinafter called the 'Union')

OF THE SECOND PART

WHEREAS the Union by Certificate dated the 9th day of **July**, 1970 is the certified bargaining agent for all employees in the bargaining unit hereinafter described;

AND WHEREAS the parties hereto have agreed to enter into a collective bargaining agreement upon the **terms** hereinafter set forth

NOW THEREFORE THIS AGREEMENT
WITNESSETH:

ARTICLE 1: GENERAL PURPOSE

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

ARTICLE 2: RECOGNITION

2.01 The employer recognizes the Union as the sole collective bargaining agent for all its employees engaged in maintenance, services and plant operations, save and except head custodians, persons above the rank of head custodian, and students employed during the school vacation **period**. A student is a person who states his/her intention to return to an education program, and the school vacation period shall be April 1 to Labour Day.

2.02 All correspondence between **the** parties arising **out** of **this** Agreement or incidental thereto shall **pass** to and from the Board Secretary or the designated representative and the Secretary of the Union or designate.

2.03 The Union shall be notified of all hirings, lay-offs, recalls and terminations of employment within the **bargaining** unit. The notification shall contain the employee's name, location, action and the date of the action.

ARTICLE 3: RELATIONSHIP

3.01 It shall be a condition of employment that all present members of the Union shall remain members in good standing according to the constitution and by-laws of the

Union. All new employees shall become and remain members within thirty (30) days. The employer shall not be required to terminate the employment or otherwise discriminate against an employee who loses his/her union membership for any reason other than non-payment of regular monthly dues.

3.02 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or nonmembership in the **Union.**

3.03 The Union agrees it will not discriminate against, coerce or restrain any employee because of his/her membership or non-membership, his/her activity or his/her lack of activity, in the **Union.**

3.04 It is agreed that the **Union** and the employees will not engage in **Union** activities during working hours or hold meetings at any time on the Employer's premises without obtaining the prior permission of the Employer. Provided the normal procedure is followed, the Employer will grant a permit to the **Union** for the use of its premises and facilities for the purpose of membership and Executive Board Meetings without payment therefor unless extra custodial services are required.

3.05 The Board will provide (costs shared as per Article 22.03) each new employee with a copy of the Collective Agreement within 30 days of his/her start date.

ARTICLE 4: DEDUCTION OF UNION DUES

4.01 During the lifetime of the Agreement the Employer shall deduct from the pay of all employees covered by this Agreement who have been employed by the Employer for a period of thirty (30) days, as a condition of employment, on

the first pay day ~~of~~ each calendar month whatever sum may from ~~time to~~ time be authorized by the Union as regular monthly dues and shall remit same prior ~~to~~ the middle of the following month to the Treasurer of the Union, together with a list showing each employee's name and dues deducted.

The said ~~sum~~ shall be accepted by the Union as the regular monthly dues ~~of~~ those employees who are, or shall become members of the Union, and the sums ~~so~~ deducted from non-members of the Union shall be treated as their contribution toward the expense of maintaining the Union.

ARTICLE 5: NO STRIKES OR LOCKOUTS

5.01 In view of the orderly procedures established by ~~this~~ Agreement for the settling of disputes and the handling ~~of~~ grievances, the Union agrees that during the lifetime of ~~this~~ Agreement there will be no ~~strike~~, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that ~~there~~ will be no lockout.

5.02 The Employer shall have the right to discharge or otherwise discipline employees who take ~~part~~ in, or instigate, any illegal strike, picketing, stoppage or slowdown, but a claim of unjust discharge ~~or~~ discipline may be the subject of a grievance and dealt with ~~as~~ provided in Article 8.

5.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer ~~as~~ provided in Step ~~No. 3~~ ~~of~~ Article 8.

5.04 The Union further agrees that it will not involve any employee in the course of his/her employment, or the Employer itself, in any dispute which may arise between any other employer and the employees ~~of~~ such other employer.

**ARTICLE 6: RESERVATION OF
MANAGEMENT FUNCTIONS**

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

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

6.02 The Union further recognizes the right **of** the Employer to operate and manage its schools and operations in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment and jurisdiction over all operations, buildings and equipment are solely and exclusively the responsibility of the Employer. The Employer **also** has the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering any such rules the Employer will discuss same with the Union and give them an opportunity of **making** representations with regard to such **proposed** alterations. **The** Employer agrees that any such rules shall not conflict with the provisions of **this** Agreement.

6.03 None of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of **this** Agreement.

ARTICLE 7: UNION COMMITTEES AND STEWARDS

7.01 The Employer will recognize a Grievance Committee which shall consist of the Local President, one Executive Board Member or shop steward, and an Area Chief Steward. The Employer shall be advised of the names of stewards and the members of the Grievance Committee from time to time selected. All members of the Grievance Committee and all stewards shall be regular employees of the Board who have acquired at least one year's seniority.

7.02 The Employer shall instruct all members of its ~~supervisory staff~~ to co-operate with the stewards and ~~union~~ officers in the carrying ~~out~~ of the terms and requirements of ~~this~~ Agreement.

7.03 The Union shall secure from its officers, stewards and members their co-operation with the Employer and with all persons representing the Employer in any supervisory capacity.

7.04 ~~The~~ privilege of stewards and members of the Grievance Committee to leave their work without ~~loss~~ of basic pay to attend to Union business is granted on the following conditions:

- (a) Such business must be between the Union and Management. Employees having grievances cannot discuss these with the stewards or Grievance Committee members in working hours, except in the case of a discharged employee.
- (b) The time shall be devoted to the prompt handling of necessary **Union** business.
- (c) The stewards and members of the Grievance Committee concerned shall obtain the permission of the foreman

concerned before leaving their work. Such permission shall not be unreasonably withheld.

- (d) The time away from productive work shall be reported to the foreman or supervisor so that a proper record of same may be kept.
- (e) The Board reserves the right to limit such time if it deems the time so taken to be excessive.

7.05

- (a) It is agreed that a Bargaining Committee composed of not more than five (5) employees shall be paid at their regular rate for the time necessarily lost from work for the purpose of attending negotiating meetings with the Employer.
- (b) The Bargaining Committee shall be granted one (1) day leave of absence without pay and without loss of seniority for the purpose of preparing its proposals for negotiations.

7.06 A Labour/Management Committee shall be established with equal representation from the Employer and the Union with at least two (2) from each side present at meetings and as many more as may be mutually agreed.

Its purpose is to discuss matters not covered by this Agreement with the view to promoting better Labour/Management relations.

Meetings of the Committee shall be held upon reasonable notice at the request of either party, but not more than once per month, except by mutual consent which will not be unreasonably withheld.

7.07 Should the Board request the Union to participate in a joint committee, such duly appointed members to that

committee shall be paid, notwithstanding Article 18.03, their regular straight time rate of pay when required to attend such meetings.

ARTICLE 8: GRIEVANCEPROCEDURE

8.01 The parties to ~~this~~ Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

8.02 No grievance shall be considered where it is filed more than five (5) full working days ~~after~~ the grievor became aware ~~or~~ reasonably ought to have become aware of the occurrence of the circumstances giving rise to the grievance.

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

STEP NO. 1 An employee who has reason to believe he/she has a grievance shall discuss the subject with his/her steward, who shall assist in the preparation of a written grievance. The aggrieved employee, together with his/her steward, shall present the grievance to the employee's immediate supervisor outside the bargaining unit ~~who~~ shall then arrange a meeting to discuss the grievance within a period of five (5) days after the presentation of the grievance. The employee shall have the ~~assistance~~ of the steward at ~~this~~ meeting, and where possible the appropriate manager shall be in attendance. The immediate supervisor shall give ~~an~~ answer in writing within a period of five (5) days of the said meeting.

If the answer is **not** satisfactory to the employee then the next step in the grievance procedure may be taken at any time within five **(5)** days after receipt of the said answer.

STEP NO. 2 The union will present the grievance in writing to the appropriate Superintendent who shall then arrange a meeting to discuss the grievance within a **period** of five **(5)** days after the presentation of the grievance. The Union Grievance Committee and the aggrieved employee will attend **as** will the Superintendent or **his/her** nominee and the Manager, Human Resources. The Superintendent shall give **his/her** answer in writing within a **period** of **(5)** days of the said meeting. **If** the answer is not satisfactory to the Union then the next step in the grievance procedure may be taken at any time within five **(5)** days after receipt **of** the said answer.

STEP NO. 3 The Union will submit the grievance **in** writing to the Superintendent **of** Human Resources. The Superintendent of Human Resources or **his/her** nominee and the Human Resources Manager shall meet with the Union Grievance Committee within five **(5)** working days and render a decision in writing within a further five **(5)** working days. Should the said decision not be satisfactory **to** the Union then the next step in the grievance procedure may be taken at any time within five **(5)** days of the receipt of the decision.

STEP NO. 4 The Union will submit the grievance in writing to the Chief Executive Officer of the Board. The Chief Executive Officer of the Board or **his/her** nominee, and two trustees shall meet within five **(5)** working days to discuss and to endeavour to settle the grievance. The Human Resources Manager may also be present. The Union shall have their Grievance **Committee** present, and at the request of either party to this Agreement, a national representative of the

Union shall also be present. **A** decision will be rendered through the Chief Executive Officer within five **(5)** days.

8.04 If the answer of the committee of the Board of Education is not satisfactory and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement, the grievance may or may not be referred by the Union to a Board of Arbitration as provided in Article 9 ~~at~~ any time within fifteen **(15)** days of receipt of the decision, but not later.

8.05 In the computation of time in Articles 8, 9 and 10, Saturdays, Sundays and staff holidays shall not be counted.

8.06 When any employee covered by this Agreement is called to the office concerning a disciplinary matter, the employee shall be accompanied by a member of the Union Executive. The employer shall advise the employee of the requirement to be accompanied by a member of the Union Executive, and agrees that no disciplinary matter will be discussed without the presence of the aforementioned member of the Union Executive.

8.07 Where there is a dispute involving the Union **as such or** all of the employees in the bargaining unit or all employees in a **job** group (as defined in Article 12.02 (b)) in respect of which an individual employee could not grieve, the Union may file a grievance in its own name at Step **NO. 2** of the grievance procedure.

8.08 **An** employee shall have the right to have access to and review his/her personnel file, and shall have the right to respond in writing to any document contained therein. Such a reply shall become part of the permanent record.

ARTICLE 9: ARBITRATION

9.01 Both ~~parties~~ to ~~this~~ Agreement agree that any dispute or grievance concerning the interpretation, application, administration ~~or~~ alleged violation of ~~this~~ Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 8, and which has not been settled, will be referred to a Board of Arbitration at the request in writing of the party which initiated the grievance.

9.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act ~~as~~ Chairman chosen by the other two members of the Board, or as provided in section 45 of the Ontario Labour Relations Act, ~~as~~ amended.

9.03 Within five (5) days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

9.04 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in Section 9.03, the Minister of Labour for the Province of Ontario will be asked to appoint an impartial chairman.

9.05 The decision of the Board of Arbitration, or majority thereof, constituted in ~~the~~ above manner, shall be final and binding on both parties. If there is no majority award, the award of the chairman shall govern.

9.06 The Board of Arbitration shall not have any power to alter ~~or~~ change any of the provisions of ~~this~~ Agreement ~~or~~ to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.07 Each of the parties to this Agreement will bear the expense of the arbitrator appointed by it and of its own witnesses, and the parties will jointly bear the expenses, if any, of the chairman.

9.08 No ~~person~~ shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

9.09 The time limits contained in Articles 8 and 9 may be extended by the mutual consent of the parties in writing.

ARTICLE 10: SUSPENSION AND DISCHARGE CASES

10.01

- (a) In the event of an employee being suspended or discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (b) Notwithstanding 10.01(a), an employee who has not attained seniority may only grieve a discharge if the discharge was done in a manner that was arbitrary, discriminatory, ~~or~~ in bad faith.

10.02 All such cases shall be taken up within five (5) days and disposed of within seven (7) days (~~or such longer period as may be mutually agreed upon~~) of the date the employee is ~~notified~~ of his/her suspension or discharge, except where a case is taken to arbitration. A claim by an employee that he/she has been wrongly suspended or discharged from his/her employment, shall be treated as a grievance ~~as~~ defined by Article 10.01(b), if a written statement of such grievance is lodged with the Manager, Human Resources within ~~five~~(5) days after the employee is notified of his/her suspension ~~or~~

discharge, or within five (5) days after the employee ceases to work for the employer, whichever is the earlier. All steps of the grievance procedure prior to Step. No. 3 may be omitted in such cases.

10.03 Such special grievances may be settled by confirming the Employer's action in suspending or dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

10.04 The Union shall have the right to represent a member at a Board meeting when a recommendation for discharge of that member is being presented to the Board.

ARTICLE 11 :MANAGEMENT GRIEVANCES

11.01 It is understood that the Employer may file with the Steward and a Union Representative any complaint with respect to the conduct of the Union, its officers or stewards, or any complaint that a contractual obligation undertaken by the Union has been violated, and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee. No such grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

ARTICLE 12: SENIORITY AND LAYOFFS

12.01

- (a) Permanent employees who are scheduled to work five (5) or more hours per day will be required to serve a

probationary period of three (3) continuous months in the same position. Permanent employees who are scheduled to work less than five (5) hours per day will be required to serve a probationary period of five (5) continuous months in the same position.

- (b) The scheduled time referred to in 12.01 (a) will be determined to be the scheduled time first worked as a permanent employee.
- (c) With the written consent of the probationary employee, the Employer and the President of Local 1310 or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.
- (d) Notwithstanding 6.01 (b) the Board may discharge probationary and temporary employees in its discretion, provided that such discretion is not exercised in a manner that is arbitrary, discriminatory or in bad faith.
- (e) Employees with previous periods of temporary employment in this bargaining unit, within the previous twenty-four (24) months, will have their rate of pay and seniority adjusted as follows:
 - (i) for the purpose of wage rate only, such an employee will be credited with all previous periods of temporary employment in this bargaining unit, and
 - (ii) for the purpose of seniority, upon successful completion of the probationary period such an employee will be credited with seniority dating back to the start of the most recent temporary period of employment within this bargaining unit.

- (f) The probationary period referred to in ~~this~~ Article will commence ~~at~~ the time the employee begins working in the permanent position.

12.02

- (a) Seniority shall be the length of continuous employment with the Board and predecessor Boards, subject to Articles 12.01 and 12.03.
- (b) Seniority shall be bargaining unit wide.

12.03 Seniority status, once acquired, will be last only ~~for~~ the following reasons:

- (a) voluntary resignation. No resignation shall be effective unless in writing and signed by the employee,
- (b) discharge for just cause unless reinstated in the Grievance Procedure,
- (c) layoff in excess of one year,
- (d) failure to signify intention to return to work within three (3) working days of the receipt of the actual notice of recall. Such notice may be verbal and confirmed in writing. If the Employer is unable to make verbal contact, notice shall be in writing by registered mail or personal delivery, addressed to the last known address according to the records of the Employer, and failure in fact to return to work within a further five (5) days. **An** employee who so fails shall forfeit his/her claim to re-employment.
- (e) Absence due to illness or non-compensable accident where such absence exceeds the lesser of
 - (i) the employee's unused sick leave credits plus one (1) year; or

- (ii) eighteen (18) months.

Provided that the employer may employ a person temporarily during the absence of the sick or injured employee subject to Article 12.12.

12.04

- (a) An employee who is absent due to a compensable accident shall retain his/her seniority, and shall accumulate seniority during the said absence.
- (b) An employee **who** has been absent due to a compensable accident shall, for a period of two years, be eligible to return to his/her original position. Should the absence extend beyond two years he/she shall be eligible, upon recovery, to return to the first available vacancy consistent with his/her seniority and experience.

12.05 **An** employee absent due to proven illness or accident shall continue to accumulate seniority only for the first nine (9) months of such illness or accident or until the employee's sick leave credits are exhausted, whichever is greater.

12.06 In the event that an employee in a position beyond the scope of this Agreement is placed in a position within the scope of **this** Agreement shall retain all seniority previously acquired but shall not have added thereto any seniority for the period of time served in the position beyond the scope of **this** Agreement. Upon being transferred to a position within the scope of **this** Agreement the employee shall be placed in a job consistent with his/her seniority and which shall not result in the layoff or displacement of an employee having equal or greater seniority.

12.07

- (a) In all cases of layoff or recall from layoff, job group seniority shall govern provided that the employee has the capabilities to do the work in question.
- (b) Notwithstanding 12.07 (a) an employee in a lower paid classification may not 'bump' an employee in a higher paid classification.

12.08 Where employees who are about to be or have been laid off are, in the opinion of the Employer, qualified for employment covered by a job group seniority list other than that on which they are carried and where vacancies are available which are covered by such job group, and no employees are laid off from the job group, such employees shall be offered alternative employment in accordance with their seniority on the bargaining unit seniority list.

12.09 The Board will supply the Union in February of each year with five (5) copies of the Seniority List and will send one copy to each school. Such list shall be subject to challenge for a period of two (2) months failing which it shall be considered to be correct for all purposes.

The Board shall provide all additions, deletions or amendments to the Union President upon request.

12.10

- (a) Effective January 1, 1993, it is understood and agreed that in the event the Employer should change a method or methods now in effect, then all permanent employees covered by this Agreement, who as of December 31, 1992 have five (5) or more years seniority, and whose employment is affected by such change, will be offered alternative employment with the employer in a position requiring the same number of regular hours as the employee's former position and will not be terminated

or laid off from employment by the Employer as a result of such change. An employee who, pursuant to the provisions of **this** clause, is transferred to a lower rated classification shall be paid the maximum rate of the classification to which the employee is transferred or the rate paid to the employee in his/her former classification, whichever is the lower.

- (b) Effective January **1, 1994** it is understood and agreed that in the event the Employer should change a method or methods now in effect, then all permanent employees covered by this Agreement, who as of December **31, 1993**, have four (**4**) or more years seniority, and whose employment is affected by such change, will be offered alternative employment with the employer in a position requiring the same number of regular hours as the employee's former position and will not be terminated or laid off from employment by the Employer as a result of such change. **An** employee who, pursuant to the provisions of this clause, is transferred to a lower rated classification shall be paid the maximum rate of the classification to which the employee is transferred or the rate paid to the employee in his/her former classification, whichever is the lower.

12.11 Temporary employees who are hired for:

- (i) maintenance work for a specified period of time not to exceed nine (**9**) months; (ii) sickness or accident coverage; (iii) leave of absence coverage; (iv) mower operating; (v) replacement for an employee transferred under articles 21.05(b), and 13.03

shall not acquire seniority and shall not have any seniority for the purpose of this Agreement, however they shall be entitled to the wage rates

and overtime provisions as set forth in Schedule A to this Agreement and Article 18.03, but are not entitled to any of the benefits set forth in Article 16 or 19. Such employees are subject to the provisions of Article 4 of this Agreement.

12.12 Notwithstanding Articles 12.08 and 13, the Board, upon consultation with the Union, may place an employee, who is on Workers Compensation, sick leave, or long term disability, in any available vacancy for rehabilitation or light duty purposes on a temporary basis.

ARTICLE 13: JOB POSTINGS

13.01

- (a) When a permanent vacancy, or a temporary vacancy (subject to Article 13.03) occurs, or a new position is created inside the bargaining unit, within ten (10) working days, the Board shall post a notice of the position in a suitable location in each work location for a minimum of three (3) days and supply two (2) copies to the Union President in order that all employees, except probationary employees and those excluded under 13.01 (b) (d), will know about the position and be able to make written application therefore.
- (b) Lead Hands (Custodial) and Chief Custodians and employees receiving an allowance under Articles 15.08 and 15.09 are not eligible to apply for temporary postings defined in 13.03 (b) and (c).
- (c) Notwithstanding 13.01(b) an employee receiving an allowance under article 15.09 may apply for a temporary position in the same location providing he/she continues to carry out the assigned responsibilities of the engineer's position.

- (d) Notwithstanding 13.01 (b) Chief Custodians may apply for temporary ~~Lead~~ Hand (Custodial) positions.
- (e) Employees who have accepted and are working in a temporary maintenance ~~position~~, are not eligible to apply for any job posting, or to apply for a transfer under article 13.09, until after the completion of the temporary assignment.

13.02 **Such** notice shall contain the following information:

- (a) nature of position and location;
- (b) qualification;
- (c) required knowledge and education;
- (d) required skills;
- (e) ~~shift~~;
- (f) wage or salary rate or range;
- (g) posting number and date of issue;
- (h) the closing date by which all staff applications must be made in writing.

13.03

- (a) All permanent vacancies shall be posted.
- (b)
 - (i) Only original temporary vacancies in the maintenance classifications which are anticipated to exceed three (3) months will be posted. The resulting vacancy will not be posted regardless of where it occurs.
 - (ii) In the event that a temporary vacancy occurs as a result of the posting specified in (a), qualified staff within the school group will be considered for the vacancy prior to seeking a replacement ~~from~~ outside the bargaining unit.

- (c) Original temporary vacancies in the custodial classifications which are anticipated to exceed three (3) months will be posted. The first resulting vacancy will also be posted where the original vacancy has been filled from within the bargaining unit.
- (d) No two (2) hour positions will be posted.

13.04 The board shall first determine whether any of the applicants under Article **13.01** are qualified. If, in the Board's opinion, none of the applicants are qualified, it may then seek applications from outside the bargaining unit. Unsuccessful candidates shall be notified in writing stating reasons for selection of the successful candidate.

13.05 In cases of promotion (other than promotions to positions outside the bargaining unit) and transfer, the following factors will be considered:

- (a) ability to perform the work;
- (b) physical fitness.

It is understood that where the qualifications referred to in factors (a) and (b) above are relatively equal then the employee with the greatest seniority shall be appointed. The Board shall evaluate factors (a) and (b) and factor (a) shall be considered to include, for the purpose of judging ability, the relevant elements such as skill, experience, knowledge, training and work record with the Board. In making an evaluation under this clause the Employer agrees that it will not act in an arbitrary or unjust manner.

13.06

- (a) After a position has been posted and if the person selected for that position leaves that position within one calendar month, the position need not be reposted. An

employee shall be selected in accordance with Article 13.05 from the qualified candidates who made application for the position at the time of the original posting. If no qualified candidate is available to fill the position, the Board may seek applications from outside the Bargaining Unit.

- (b) Should the person leave the position after a period of one calendar month, but less than three (3) calendar months, the position need not be reposted if qualified candidates are available under the original posting. If no qualified candidate is available to fill the position, the Employer shall post in accordance with Article 13.01.
- (c) Should the person leave the position after a period of three (3) calendar months, the Employer shall post the position in accordance with Article 13.01.

13.07 A successful candidate to a job posting shall be paid as follows:

- (i) to a lower classification, he/she shall be paid at the same wage level in the new classification. If the new rate is not the maximum rate of the new classification he/she shall retain his/her same increment date.
- (ii) to a classification in the same wage level, he/she shall retain his/her same rate of pay and increment date (where required).
- (iii) to a higher classification, he/she shall be paid at the lowest wage level of the new classification that would result in a rate increase. If the new classification is in the same Classification Group the new wage level must result in a rate increase

of ~~a~~ least 3% over the former level but not exceed the maximum rate of the classification.

The employee's increment date, where applicable, shall be the date of the transfer to the new classification.

13.08 A successful applicant to a job posting, who has attained seniority, shall be placed on trial for a period of three (3) consecutive calendar months. Absence during the trial period will extend the trial period for an additional period equivalent to the absence. In the event the employee proves unsatisfactory in the position during the aforementioned trial period, he/she will be returned to his/her former position at his/her previous hourly rate. In the event the employee feels unable to perform the duties of the new job classification during the trial period, he/she shall be returned to a comparable position in the same geographic area at his/her previous hourly rate. The implementation of this sequence of events may result in the lay-off of an employee in accordance with Article 12.08.

13.09 An employee with seniority wanting to transfer to another location in the same classification with no increase in hourly rate (including allowances) nor an increase of more than four (4) hours per day, may indicate **such** by:

1. Completing a "Request ~~for~~ Transfer" form and sending it to the Human Resources Dept.

Other Conditions

2. To be considered for a particular vacancy, the transfer request must be received in the Human Resources Dept. not less than thirty (30) days prior to the Employer declaring the position vacant.

3. All requests for transfer must be renewed in writing each January and July by sending a **new** "Request for Transfer"

form to the Human Resources Dept. who will acknowledge receipt of the request in writing.

4. When a position becomes vacant and before posting, the Requests for Transfer will be reviewed. Providing the employee ~~has~~ an acceptable work record he/she will be transferred in accordance with ~~this~~ article. Should more than one acceptable person request a transfer to the same location, the employee with the greatest seniority will be transferred.

5. An employee whose request for transfer has been granted must accept ~~the~~ transfer.

6. ~~This~~ article applies only to permanent vacancies and does not apply to ~~Lead~~ Hand (Custodial) vacancies.

7. A maintenance trades employee applying for a transfer under ~~this~~ article must have the required experience and skills for the specific position.

8. An employee in a temporary position will not be considered ~~for~~ a transfer ~~under this~~ article unless the vacant position under consideration is in the same classification and at the same location as the employee temporarily occupies.

13.10

- (a) A successful candidate to a job posting, or a transfer request under Article 13.09 may not apply for another transfer or job posting for a period of six months, except for a promotion or for additional hours.
- (b) Notwithstanding 13.10 (a), an employee in a temporary assignment may apply for the transfer, or the job posting, if his/her temporary assignment becomes a permanent vacancy

ARTICLE 14: LEAVES OF ABSENCE

14.01 The Employer may grant a leave of absence in writing to employees for periods without pay and without loss of seniority. If the Employer grants a leave of absence in excess of thirty (30) days, the employee shall not accumulate seniority beyond ~~thirty~~ (30) days. Any request for a leave of absence shall be in writing stating the reason for the leave and be directed to the employees immediate ~~supervisor~~ outside of the bargaining unit.

14.02 An employee granted a leave of absence who uses such absence for a different purpose than that for which it was granted, shall be deemed to have terminated his/her employment, and such a person, if re-hired, shall ~~start~~ start at the lowest rate for the classification of the work available.

Bereavement Leave

14.03

- (a) When a death occurs in the immediate family of an employee, the employee shall be granted not more than three (3) working days' leave of absence from his/her employment without ~~loss~~ loss of pay. Said leave of absence shall commence with the day ~~of~~ of the death and end with the date of the burial. Immediate family is defined as mother, father, brother, sister, wife, husband, son, daughter, common-law spouse, son-in-law, daughter-in-law, grandchild, mother-in-law, or father-in-law of the employee. Such leave of absence shall be charged against the employee's accumulated sick leave credit.
- (b) When a death occurs to an uncle, aunt, brother-in-law, sister-in-law, or grandparent of an employee, the employee shall ~~be~~ be granted one working day's leave of absence from his/her employment without ~~loss~~ loss of pay,

are set forth in Section **14.03** (a). Upon request of the employee and upon approval of the employee's foreman the leave of absence may be extended to three **(3)**days if such is required for purpose of travelling.

- (c) In the event of the death of an employee in the bargaining unit covered by **this** Agreement, then, upon request, one day's leave of absence without pay will be granted to **one** executive member of the Union for the purposes of attending the funeral of the deceased employee.

Union conferences

14.04 Upon written request received at least one (1) week in advance, leave of absence without pay and without **loss** of seniority will be granted to not more than six(6) employees, selected or appointed, to attend Union conventions or conferences for an aggregate of not more than thirty (30) days in any calendar year. Not more than one **(1)** employee shall be given such leave of absence from any one school at the same time.

Election Leave

14.05 The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without **loss** of seniority and without pay **so** that employees may be candidates in a Federal, Provincial or Municipal election.

Union/Public Office

14.06 Notwithstanding Article **14.01** an employee who is elected, or selected for a full-time position with the Union, or any body with which the Union is affiliated, or public office, may be granted a leave of absence without pay, and without

loss of seniority. Seniority shall accumulate for a maximum of two years. Upon return from such leave, the employee will be placed in a position comparable to the one held prior to the commencement of such leave, at a salary level which applies for the experience gained at the time the commencement of the leave.

Jury Duty

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

Maternity Leave

14.08 Pregnancy and Parental Leave

- (a) A Pregnancy or Parental Leave without pay shall be granted in accordance with the Employment Standards Act and as augmented by this Article.
- (b) Requests for such a leave shall be made, in writing, to the employee's supervisor as soon as possible but not later than two weeks before the date the leave is to commence.
- (c) Notwithstanding Article 14.01, such leave(s) shall not result in loss of seniority which shall accumulate during the leave(s), or loss of service for vacation entitlement.
- (d) The Board will continue to subsidize the premiums for the employee benefit plans, as per Article 19.05, that the employee is enrolled in during a Pregnancy and/or Parental Leave(s). The employee must prepay his/her

share of the premiums prior to the commencement of the leave.

- (e) **An** employee on Pregnancy and/or Parental Leave must notify the Personnel Manager in writing of the date the leave will end at least four weeks prior to that date.
- (f) Upon completion of the leave the employee will return to his/her original position and **work location** providing the position still exists. In the event the original position does not exist, the employee will be reassigned to a comparable position in accordance with Article 12.

Adoption Leave

14.09 Adoption Leave shall be granted and all conditions and entitlements shall apply **as** defined in 14.08.

Seminars

14.10 Upon written request at least two (2) weeks in advance, leave of absence without pay and without loss of seniority may be granted to Union Officers and Stewards to attend education seminars, provided it does not unreasonably interfere with operations. Not more than one (1) employee shall be given such leave of absence from any one school at the same time.

Special Leaves

14.11 Upon the request of any employee, and with the prior approval of the supervisor and the Human Resources Manager, accumulated sick leave credits may be used to cover the following absence of a special nature:

1. community or public service **of** an emergency nature;
2. serious accident **or** illness in **the** immediate family for sufficient **time** to alleviate the emergency **condition**;

3. emergency medical or dental appointment and specialist appointment

4. convocation or graduation involving the C.U.P.E. member, the member's spouse, child or parent;

5. one (1) day for attendance at the birth of the member's child.

ARTICLE 15: WAGES AND ALLOWANCES

15.01 During the lifetime of this Agreement the Employer agrees to pay the scale of wages as set out in Schedule "A" attached hereto, which is hereby made a part of this Agreement.

15.02 When a new classification is established, a temporary rate of pay for that classification will be established by the Board until a regular rate can be negotiated through the normal Collective Bargaining process. Such process will be initiated within thirty (30) calendar days of the Board assigning an employee to the new position. Should the 'negotiated' rate be higher then it will be paid retroactive to the employee's *start* date in the new position.

15.03 If the duties of an existing job or classification are substantially changed, the Union shall be *consulted*.

15.04 Absence from employment not paid for by the Board and which is in excess of one continuous month shall not count as service to advance an employee through the wage rates for a classification.

15.05

(a) Pay days shall be every second Friday.

- (b) Each employee covered by this collective agreement shall ~~provide to the Board the name~~ of his/her bank or trust company and the account number ~~to~~ which payment will be made by direct deposit.

Allowances:

15.06

- (a) Effective January **1, 1992** each employee covered by the Agreement will be paid a ~~shift~~ premium of thirty cents (\$.30) for each hour worked on the afternoon and midnight ~~shifts~~.
- (b) An employee who is scheduled to work a split shift shall receive the ~~shift~~ premium for each hour worked on all such shifts. ~~F a~~ the purpose of ~~this~~ clause a split ~~shift is~~ a shift where the regular daily hours of work are scheduled with a ~~break~~ of two (2) hours or more.

15.07 Bus drivers shall be paid a minimum of one (1) hour for each noonhour (kindergarten) run. This one (1) hour minimum will include all time paid in relation to the run.

15.08

- (a) Effective January **1, 1991** a Lead Hand (Maintenance) shall ~~be~~ paid a responsibility allowance of forty-seven cents (\$.47) per hour
- (b) ~~A~~ Custodian who is himself/herself responsible for a school shall be paid a responsibility allowance of forty-two cents (\$.42) ~~per~~ hour.

15.09 Effective January **1, 1991** where the services of a qualified engineer, with certificate, is required, such engineer shall be given an allowance of forty-eight cents (\$.48) per hour over and above the scheduled ~~salary~~ as a Custodian.

15.10

- (a) Effective January **1, 1992** employees required to use their cars for Board business will be paid an allowance for all kilometres actually and necessarily travelled on Board business during paid working hours as in the Board's current policy. If the employee is required to use his/her car for heavy hauling then he/she shall be paid an additional seven cents (**\$.07**) per kilometre.
- (b) This allowance is **not** paid for driving to and from work but where a custodian is temporarily assigned to a school which requires him/her to drive further than the distance between his/her home and his/her normally assigned school, then he/she shall be paid the allowance for all kilometres driven which are further than he/she would normally drive **going to** and from his/her home and his/her normally assigned school.

15.11 The employee who holds a current valid license to apply herbicides shall receive a lead hand allowance for hours spent in supervising the application of herbicides. An employee **so** qualified shall receive the premium if the employee is applying herbicides by himself/herself but **this** does not entitle an employee holding such a license to the premium where the employee is applying herbicides under the supervision of a licensed person.

15.12 The amount allowed to a custodian for attendance on heating plant and school checks on weekends and holidays when the school is not open for other reasons on those days, will be **as** follows:

	Effective January 1, 1992
for schools up to 50,000 square feet	\$13.67

for schools of more than 50,000 but
less than 100,000 square feet \$16.37

for schools of 100,000 square feet or more \$19.13

The foregoing rates shall be deemed to include driving costs involved in checking one (1) or two (2) schools.

If a staff member is required to check three (3) or more schools, mileage shall be paid in accordance with Board Policy. ~~The~~ calculation of mileage will be from the home school to each of the schools checked by the most direct route, and return to the home school by the most direct route.

15.13 Employees required to use French in the course of their duties will, effective January 1, 1992, receive an allowance of twenty-eight cents (\$.28) per hour.

ARTICLE 16: SICK LEAVE

16.01

- (a) The provisions of this Article apply only to permanent employees and are pro-rated in accordance with regular time worked.
- (b) Upon completion of three (3) continuous months service permanent employees shall receive sick leave credits on the basis of one-half day per week of service thereafter. No sick leave credits will be granted for the employee's first three (3) continuous months of service.

16.02 Effective January 1, 1991 the unused portion of sick leave will be accumulative up to a maximum of two hundred (200) days for employees employed on a school-year basis and two hundred and sixty (260) days for all other employees entitled to sick leave.

16.03

- (a) Effective January 1, 1991 all part-time employees shall be included in the plan on a pro-rata basis. Accumulations (including maximum on accumulation) and use of sick leave credits shall be in proportion to the portion of a full-time position that the employee works.
- (b) Part-time employees on staff as of January 1, 1991 will maintain their present sick leave accumulation unless it exceeds the pro-rated maximum accumulation. Sick leave credits in excess of the pro-rated maximum will be segregated into an account entitled "excess sick-leave account" and will be reinstated on a pro-rata basis should that person increase his/her percentage of time worked.

16.04 Effective January 1, 1991 a full-time employee who becomes a part-time employee will maintain his/her present sick leave accumulation unless it exceeds the pro-rated maximum accumulation. Sick leave credits in excess of the pro-rated maximum will be segregated into an account entitled "excess sick-leave account" and will be reinstated on a pro-rata basis should that person increase his/her percentage of time worked.

16.05

- (a) An employee who is unable to report to work, without prior approval, must contact his/her supervisor as soon as possible before the start of the shift.
- (b) To be eligible to qualify to receive paid sick leave for such absence, the employee must notify his/her supervisor in accordance with 16.05 (a) and have available sick leave credits.

- (c) The employer reserves the right to require proof of ~~illness by medical certificate or~~ such other ~~form of~~ proof ~~as~~ the employer may require before payment ~~of~~ sick leave is granted. At the employer's discretion such ~~form of~~ proof may be a signed statement from the employee ~~stating~~ the reason for the absence and the name of the attending physician.
- (d) ~~An~~ employee ~~who~~ has exhausted his/her accumulated sick leave credits and who wants to remain covered under the benefit provisions ~~of~~ Article 19 of this Agreement, shall pre-pay the premiums for such plans to the Employer.

16.06 An employee absent due to sickness ~~or~~ accident compensable by the Worker's Compensation Board who has accumulated sick leave credits may draw upon the accumulated sick leave credits for the difference between his/her regular pay and the amount payable by the Worker's Compensation Board. The Board agrees to continue to permit employees with accumulated sick leave credits to draw upon the said credits pending settlement of the compensable claim and adjust the amount ~~of the~~ credit following settlement of the claim and the payment to the Board. Employees will not be entitled to sick leave credits for pregnancy.

16.07 An employee who has had five (5) continuous years service with the Board or a predecessor Board shall, upon death ~~or~~ permanent total disability, upon becoming eligible for and receiving an OMERS pension, ~~or~~ retirement at age 65, be entitled to a gratuity calculated as follows:

$$\frac{N}{260} \times \frac{S}{2}$$

where N is the number of accumulated sick leave credit days at the time of the employee's separation from the Board and S is his/her salary during the last year of employment. In any

event, the gratuity shall not exceed the amount of one half year's earnings at the employee's wage rate received by the employee immediately ~~prior~~ to retirement or death.

16.08 Employees who have had five (5) continuous years service with the Board or a predecessor Board who, by reason of the sick leave policy of a predecessor Board, had accumulated sick leave credits in excess of 260 days ~~as~~ of December **31, 1968**, shall continue to have the total ~~so~~ accumulated ~~as~~ their future maximum accumulation. They will be credited with one-half day per week sick leave, but no accumulation will be permitted beyond their respective maximums.

Upon death or permanent total disability, upon becoming eligible for ~~and~~ receiving an OMERS pension, or retirement ~~at~~ age **65**, the gratuity formula for them will be:

$$\frac{N}{A} \times \frac{S}{2}$$

where N is ~~the~~ number of accumulated sick leave credit days at ~~the~~ time, A is the maximum allowed accumulation for such individual and S is the employee's salary during his/her last year of employment. In any event the gratuity shall not exceed the amount of one-half year's earnings at the employee's wage rate received by the employee immediately ~~prior~~ to death, disability or retirement.

16.09 ~~The~~ reference, in Articles **16.07** and **16.08**, to "**260**" ~~pertains~~ to full-time employees only and will be pro-rated for part-time employees.

ARTICLE 17: VACATIONS WITH PAY

17.01 Vacations with pay will be granted in accordance with the following:

- (a) Calculations of pay and continuous service will be based ~~on~~ a vacation fiscal year.
- (b) The fiscal year will be from July 1 to June 30.
- (c) Earned vacations will be taken during the calendar year and may not be carried over to the next calendar year.

17.02 Employees with less than one (1) year of continuous service by June 30th of any year shall receive one (1) day ~~of~~ vacation with pay for each full month of service up ~~to~~ a maximum of ten (10) days' vacation with pay.

17.03 Employees who have more than one (1) year of continuous service by June 30 of any year shall receive vacation ~~as~~ defined below:

Service as of June 30	Weeks of Vacation with Pay
1 year but less than 3 years	2
3 years but less than 10 years	3
10 years but less than 18 years	4
18 years but less than 27 years	5
* Effective January 1, 1994	
27 years or more	6

17.04

- (a) A Custodian entitled to three (3) or more weeks vacation shall be scheduled for three (3) weeks unbroken ~~period~~ of vacation during the summer unless otherwise agreed with the ~~Area~~ Head Custodian. Other employee's vacations shall be scheduled by agreement between the employee and the immediate supervisor.
- (b) Any employee having more than three (3) weeks vacation entitlement shall receive such additional vacation with pay at a time mutually agreed upon between the Employer and the employee.

17.05 Where an employee is entitled to paid sick leave for the two (2) weeks immediately preceding his/her scheduled vacation and the circumstances causing the sick leave continue through the employee's entire scheduled vacation time, the employee shall be entitled either to take his/her vacation at another time scheduled by the Employer or to elect to be paid his/her vacation pay instead of sick leave pay for the period of the scheduled vacation; provided that the sickness or the accident causing the sick leave shall be certified by a physician.

ARTICLE 18: HOURS OF WORK AND OVERTIME

18.01 The working day for all full-time employees covered by this Agreement shall consist of eight (8) hours, exclusive of meal periods which, except under emergency conditions, shall be continuous and uninterrupted for a period or periods of not less than one-half (1/2) hour each.

18.02

- (a) The work week for all full-time employees shall be forty (40) hours consisting of five (5) consecutive work days.
- (b) In 1993 and 1994 during the period of the summer school closing until one week before school opening, the work week for all employees shall consist of four (4) consecutive work days of ten (10) hours, which shall include the provisions of Article 18.04. Under this schedule daily overtime shall be after ten (10) hours exclusive of meal periods, and Staff Holiday pay shall be eight (8) hours for full time employees. During those weeks which includes a Staff Holiday, the shifts may revert to eight (8) hours.

18.03 Except for the work covered in Article 15.12 of this Agreement, all work performed on a Saturday, or over forty (40) hours in a week shall be paid for at the rate of time and one-half (1½) the employee's basic rate. All work performed on a Sunday, or on a Staff Holiday as defined in Article 20.01, shall be paid for at the rate of double time (2X) the employee's basic rate. The time spent in the work covered by Article 15.12 shall not be included in computing the hours worked for the purpose of determining overtime.

18.04 Employees will receive rest period(s) of fifteen (15) minutes duration without reduction of pay and without increasing the regular working hours as follows:

- (a) Full-time employees will receive two (2) rest periods per shift.
- (b) Part-time employees will receive rest period(s) as follow:

Continuous Hours of Work Per Shift	Number of Rest Periods
less than 3 hours	0
3-6 hours	1
7 hours or more	2

18.05 All shift employees working six (6) or more hours per shift other than those on day shifts shall receive a one-half (1/2) hour paid lunch period.

18.06 An employee who is called in and required to perform emergency work outside his/her regular working hours and after the employee has gone home having completed the normal day's work, shall be paid for such work a minimum of three (3) hours' pay at overtime rates or at overtime rates for all work performed by the employee whichever is the greater. This provision does not apply to the school check

referred to in Article **15.12**, nor does it apply in the event that an employee is requested to report for work before his/her normal starting time.

18.07 If an employee is, in the opinion of the Area Head Custodian or maintenance foreman, justifiably absent due to unreasonably unsafe winter travel conditions, the employee shall be paid for such absence and the corresponding sick leave credit shall be deducted; if, in the opinion of the Area Head Custodian or maintenance foreman, his/her absence was not justifiable he/she shall not be paid for the duration of such absence. The employee must report his/her inability to get to work to his/her Area Head Custodian or Maintenance Foreman at the earliest possible time.

ARTICLE 19: EMPLOYEE BENEFIT PLANS

19.01 The Board will subsidize the premium costs of the benefit plans as outlined in the following chart. This subsidy will commence following the completion of the employee's probationary period and will apply to the single, or family rate as required. Only the benefit plan(s) in which the employee is enrolled will be subsidized.

Benefit Plan	Employer's Share of Premium
Extended Health Insurance Plan	85%
Life Insurance - \$25,000	100%
Accidental Death & Dismemberment - \$25,000	100%
Dental Insurance	75%

Effective thirty (30) days following ratification, the Board will pay 80% of the cost of the premiums for the Board Dental Plan.

Life Insurance

In addition to Life Insurance indicated above, the Board will provide, effective July 1, 1991, optional life insurance in the amount of \$75,000 for those employees who have the basic \$25,000 coverage. The employee will be required to pay the full premium cost for the optional amount (\$75,000). Current employees not enrolled in the basic life insurance plan as of the date of ratification may apply for coverage by providing a medical statement of health acceptable to the insurance carrier.

Long Term Disability Insurance

Effective August, 1991, the Board will provide a Long Term Disability Insurance Plan and agrees to pay 50% of the premium cost for such plan. At least 75% of the eligible employees must be insured before the plan takes effect.

19.02

- (a) Employee participation in the Benefit Plans defined in Article 19.01 is optional and requires completion of the respective registration cards within 31 days of completion of the probationary period.
- (b) Notwithstanding 19.02 (a) an employee who has been registered in a benefit plan as a result of completing the qualifying period as a member of another Simcoe County Board of Education employee group will not be required to complete another qualifying period.
- (c) Notwithstanding 19.02 (a) an employee who waived his or her rights to enter the plans may subsequently enter the plan(s) providing he/she meets the terms and conditions of the respective plan(s).
- (d) Participation in the aforementioned Benefit Plans terminate at age 65.

19.03 The Boards share of the premiums for the benefit plans as outlined in 19.01, ~~for~~ permanent part-time employees will be pro-rated on the basis of the proportion of 40 hours per week which the employee normally works, excluding overtime.

19.04 The Board will only contribute its share of the premiums for those employees who have completed their probationary ~~period~~ and who are at work, on vacation or on paid sick leave.

19.05 Notwithstanding 19.04, effective January 1, 1991 the Board will continue to pay its share of the premiums for the employee benefit plans in which the employee is enrolled during her seventeen (17) week maternity leave/adoption leave.

19.06 Membership in the Ontario Municipal Employees Retirement System pension plan is compulsory for all full-time employees. The Plan is optional for those part-time employees who meet the criteria as specified in the Pension Benefits Act [section 32.(3)].

The Board will pay one-half of the cost of the Plan for those employees who are members.

19.07 The Employer will pay the cost of any medical examinations required under the Occupational Health and Safety Act.

ARTICLE 20: STAFF HOLIDAYS

20.01 Eligible employees will be paid their normal daily rate ~~for~~ the following staff holidays (or days in lieu thereof):

New Year's Day	Canada Day
Good Friday	Civic Holiday
Easter Monday	Labour Day
Thanksgiving Day	Christmas Day
Victoria Day	Boxing Day

Effective January 1, 1991, 3 Floaters (to be designated by the Board to be taken during the Christmas/New Year's period)

20.01

- (a) To be eligible for holiday pay the employee must have been employed continuously for one calendar month and must work his/her full work day immediately preceding such holiday and his/her full **work** day immediately following such holiday, unless absent through proven illness **or** with the permission of the immediate supervisor outside the **bargaining** unit.
- (b) An employee who is eligible for a staff holiday in accordance with the above conditions and who **performs** work for **the** Employer **on** any **of** the said staff holidays shall be entitled to be paid **at** double time his/her regular rate **for** all time worked on such staff holiday in addition to his/her holiday pay.

20.02

- (a) Should **any of** the staff holidays **as** defined in clause 20.01 fall **or** be observed during an employee's vacation period then he/she will be granted an additional day's vacation for each such holiday in addition to his/her regular vacation time.
- (b) Should a **staff** holiday be celebrated while **an** employee is **on** approved sick leave, no deduction will be made **for** the day, **from** his/her accumulated sick leave credits.

ARTICLE 21: TEMPORARY TRANSFER

21.01

- (a) An employee who for the convenience of the Employer is temporarily assigned all the duties of another job in which the rate of pay is different from that in effect in such employee's regular job, shall be paid while so employed as follows:
- (i) If the rate of pay for the job to which the employee is transferred is less than the employee's regular rate, he/she shall receive his/her own higher rate of pay.
 - (ii) If the rate of pay for the job to which the employee is transferred is higher than the employee's regular rate, he/she shall be paid at the lowest wage level of the new classification that would result in a rate increase. If the new classification is in the same classification group the new wage level must result in a rate increase of at least 3% over the former level but not to exceed the maximum rate of the classification.
- (b) A Custodian will be recognized as a Chief Custodian and paid in accordance with Article 21.01 (a) (i) when replacing the Chief Custodian for more than five (5) consecutive working days as a full-time replacement.

21.02 An employee who for the convenience and benefit of the employee is temporarily transferred to another job instead of being laid off due to lack of work, breakdown of machinery or other like cause, shall be paid the applicable job rate while so employed.

21.03 If the Board appoints a temporary Lead Hand (Custodial)/Chief Custodian it shall give first consideration to

bargaining unit members who work in the Board geographic area, who meet all of the qualifications and whose appointment would not unreasonably interfere with operations provided that the final selection shall be at the discretion of management.

21.04 An employee who is temporarily transferred to a position outside of the bargaining unit shall be paid the rate for that position, or fifty (\$.50) cents per hour above his/her own rate whichever is higher.

21.05

- (a) No employee shall be transferred to a position outside the bargaining unit without his/her consent.
- (b) In the event a bargaining unit employee is transferred to fill a temporary position outside the bargaining unit, the employee shall retain all seniority previously acquired, and shall continue to accumulate seniority while in that temporary position for a period not to exceed nine (9) months. Upon being returned to the bargaining unit he/she shall be placed in his/her original position and rate of pay.

ARTICLE 22: GENERAL

22.01

- (a) The Employer agrees to make coveralls available for use by employees while they are cleaning boilers.
- (b) Employees shall be required to wear steel-toe safety footwear. Failure to wear such footwear may be the subject of discipline.

- (i) Effective January 1, 1992, each full-time employee will receive \$60.00 towards the purchase of safety footwear. **This** amount will be pro-rated for part-time and temporary employees and for new employees hired during the year.
- (ii) Effective January 1, 1994, each full-time employee will receive \$65.00 towards the purchase of safety footwear. **This** amount will be pro-rated for part-time and temporary employees and for new employees ~~hired~~ during the year.

22.02 It shall be the responsibility of all employees to notify the Employer within five (5) days of any change of address or telephone number. If an employee fails to do this the Employer will not be responsible for failure of any notice to reach such employee.

22.03 The cost of printing copies of **this** Agreement will be borne equally between the Employer and the Union.

22.04 The Board will replace tools owned by the employee and broken on the **job**.

ARTICLE 23: BUS DRIVERS

23.01 The following special provisions shall apply to bus drivers, and where any of the other provisions of this Agreement are inconsistent with the provisions of this Article, the provisions of this Article insofar **as** they relate to bus drivers shall prevail and shall supersede such other provisions of the Agreement.

23.02 The sick leave provided for by Article 16 of this Agreement shall apply **to bus** drivers and shall be on the basis

of one-half day per week of service, after completion of **three** (3) continuous months service, but shall be for the school year only, **so** that the total sick leave in any year shall not **exceed** twenty (20) days. Any reference in the **said** Article 16 to years shall, insofar **as** the bus drivers are concerned, mean periods of twelve (12) months.

23.03 Vacations:

- (a) The provisions of Section 17.03 of the Agreement insofar **as** it relates to **bus** drivers, shall read **as** follows:
- (i) Employees who have completed less than thirty (30) months of continuous service by June 30th of any year shall receive **as** vacation pay 4% of their earnings during the twelve (12) months immediately preceding June 30th of such year.
 - (ii) Employees who have completed thirty (30) months of continuous service by June 30th of any year shall receive **as** vacation pay **six** percent (6%) of their earnings during the twelve (12) months immediately preceding June 30th of such year.
 - (iii) Employees who have completed one hundred (100) months of continuous service by June 30th of any year shall receive as vacation pay eight percent (**8%**) of their earnings during the twelve (12) months immediately preceding June 30th of such year.
 - (iv) Employees who have completed two hundred (200) months of continuous service by June 30th of any year shall receive as vacation pay ten percent (10%) of their earnings during the twelve (12) months immediately preceding June 30th of such year.

- (b) Bus Drivers shall be paid vacation pay accrued to date as of the last pay period in February. **This** payment will be made prior to the March Break. The remaining vacation pay due will be paid following the completion of the school year.

23.04 The provisions of Article **20: Staff Holidays**, shall apply to bus drivers, except that in Section 20.01 Canada Day, Civic Holiday and Labour Day shall be deleted therefrom.

23.05 Except as otherwise specifically provided in this Agreement, bus drivers shall be paid for the hours or days actually worked by them.

23.06 In the event of an emergency such as a mechanical breakdown on the highway, a snowstorm or an accumulation of snow on the highway which obstructs the bus from completing its route and where the driver is required to stay with the bus, the driver shall be allowed stand-by time for all time so spent while waiting for the bus to become operational in excess of thirty **(30)** minutes.

23.07

- (a) (i) Effective September 1, 1991, eighty (80) minutes **per day** [thirty-five **(35)** minutes for A.M. and forty-five **(45)** minutes for P.M. runs] shall be added to the daily route time. **This** added time will be used to cover:
- (1) Twenty **(20)** minutes cleaning, warming up, refuelling and the **walkaround** inspection;
 - (2) Five **(5)** minutes unloading - A.M.;
 - (3) Fifteen **(15)** minutes loading and parking - P.M.;

- (4) Forty (40) minutes travel time from home/depot to first pick-up **and** home/depot from the school - A.M. **and** P.M.
- (ii) Route time is defined **as** the driving time from the first pick-up to the school (A.M.) and the school to the last drop-off (P.M.).
 - (iii) Loading and unloading time is defined as time spent loading, unloading and positioning vehicles in the loading **zones** at schools.
- (b) Thirty (30) minutes will be added to each noon-hour **run**.

23.08 When a bus driver is making a trip other than a regularly scheduled daily route, the driver shall be paid at his/her regular straight time rate for time spent in connection with the trip with a minimum of one (1) hour.

The provisions of Section 23.07 and the minimum daily guarantee provided for **bus** drivers in Schedule 'A' shall not apply to trips covered by **this** section

23.09 Where a bus driver is directed by the Board to take a **bus** for servicing the driver shall be **paid** the equivalent of one (1) hour at his/her regular straight time hourly rate.

23.10 A bus driver shall not lose pay because of the official emergency closing of a school pursuant to Board Policy #57 or if the Board's Transportation Department management orders the driver's bus not to run for similar emergency conditions.



ARTICLE 24: TERMINATION

24.01 This Agreement shall take effect as of the 1st day of January, 1993 until the 31st of December, 1994 and shall **continue in full** force and effect from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before its termination.

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

THE SIMCOE COUNTY
BOARD OF EDUCATION

..... *Paul Chen*
..... *R. Sweeney*
..... *R. Simpson*
..... *[Signature]*

CANADIAN UNION OF
PUBLIC EMPLOYEES

..... *David Foley*
..... *Emy Grant*
..... *Jacqueline Pecos*
..... *Dave Smith*

SCHEDULE 'A'

HOURLY RATES EFFECTIVE JANUARY 1, 1993

Classification	Start	3 Mths	12 Mths	24 Mths
1 Millwright Electrician Plumber Heating Serviceperson	17.77	18.15	18.59	-
2 Carpenter Skilled Painter Motor Mechanic	16.82	17.24	17.65	-
3 Carpet Technician Designated Substance Technician	14.96 16.19	15.11 16.35	15.39 16.66	15.77 17.08
4 Courier Labourer/ Maintenance Helper	14.78	14.94	15.21	15.58
5 Truck Driver	14.47	14.65	14.89	15.29
Custodian	14.47	14.65	14.89	15.29
Mower Operator	14.47	14.65	14.89	15.29
Chief Custodian/ Lead Hand Custodial	14.91	15.08	15.35	15.71
Bus Driver				14.77 29.25
			Minimum per day	

SCHEDULE 'A'

HOURLY RATES EFFECTIVE JANUARY 1, 1994

Classification	Start	3 Mths	12 Mths	24 Mths
1 Millwright Electrician Plumber Heating Serviceperson	17.77	18.15	18.59	-
2 Carpenter Skilled Painter Motor Mechanic	16.82	17.24	17.65	-
3 Carpet Technician Designated Substance Technician	14.96 16.73	15.11 16.90	15.39 17.22	15.77 17.65
4 Courier Labourer/ Maintenance Helper	14.78	14.94	15.21	15.58
5 Truck Driver	14.47	14.65	14.89	15.29
Custodian	14.47	14.65	14.89	15.29
Mower Operator	14.47	14.65	14.89	15.29
Chief Custodian/ Lead Hand Custodial	14.91	15.08	15.35	15.71
Bus Driver				14.77
			Minimum per day	29.25

LETTER OF UNDERSTANDING - #1

BETWEEN:

THE SIMCOE COUNTY BOARD OF EDUCATION

of the First ~~Part~~

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1310**

of the Second ~~Part~~

During previous negotiations the following understanding was reached between the Board and the Union covering maintenance trade employees. Unless specifically directed to report at the commencement of their shift to a designated maintenance centre, then all maintenance employees are expected to be at the work location at the commencement of their shift and in lieu of travelling time shall be permitted to leave the work location one-half hour early and shall be paid for that one-half hour.

If directed to report at the commencement of their shift to a designated maintenance centre, then the maintenance employee shall be paid from that time until he/she returns to the maintenance centre.

An employee who is directed to report early to drive a Board vehicle shall be paid for the time. In order to be entitled to receive mileage allowance the employee must satisfy the Board that he/she has adequate passenger hazard insurance.

DATED at Barrie, Ontario this 18th day of May, 1993.

THE SIMCOE COUNTY BOARD OF EDUCATION

Saul Green
.....
W. J. Sweet
.....
R. Simpson
.....
.....

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1310

Shirley Kelly
.....
Ray Grant
.....
Jacqueline Proctor
.....
Dave Brown
.....
Stanley Jones

LETTER OF UNDERSTANDING - #2

BETWEEN:

THE SIMCOE COUNTY BOARD OF EDUCATION

of the First Part

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1310**

of the Second Part

**It is agreed that the following articles will apply to all ten
month employees not just bus drivers as specified in the
collective agreement.**

Articles 23.01
23.02
23.03
23.04
23.05

DATED at Barrie, Ontario this 18th day of May, 1993.

THE SIMCOE COUNTY BOARD OF EDUCATION

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THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1310

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LETTER OF UNDERSTANDING - #3

BETWEEN:

THE SIMCOE COUNTY BOARD OF EDUCATION

of the First Part

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1310**


of the Second Part

The CUPE President may with the approval of his/her supervisor, and such approval will not be unreasonably withheld, be released from his/her assigned duties for a maximum of ten (10) hours per week (not to be accumulated) for the purpose of meeting with management, participating in management or joint meetings, attending to union business (Local 1310) or for other related purposes.

This arrangement is being implemented on a trial basis and will expire effective December 31, 1994 unless renewed in writing by both parties.

Dated at Barrie, Ontario this 18th day of May, 1993.

THE SIMCOE COUNTY BOARD OF EDUCATION

Paul Brown
.....
B. Bruce
.....
A. Simpson
.....
.....


THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1310

.....
David F. Ly
.....
Raymond
.....
Jacqueline Pecco
.....
Dave Beane
.....
Stanley Jones

LETTER OF UNDERSTANDING - #4

BETWEEN:

THE SIMCOE COUNTY BOARD OF EDUCATION

of the First ~~Part~~

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1310

of the Second ~~Part~~

The Employer agrees to implement a lieu time provision as follows, on a trial basis for the period starting the third month following ratification and ending December 31, 1993.

Notwithstanding Article 18.03 at the employee's option, compensating lieu time at the applicable rate, may be taken at a time agreed to by the employee and the employee's supervisor. In the event that such compensating time off is not granted prior to December 31, 1993, then the employee will be paid in accordance with Article 18.03.

The Employer and the Union will review this trial period at a Labour/Management meeting in February 1994.

This Letter of Understanding will expire February 28, 1994 unless renewed in writing by both parties.

Dated at Barrie, Ontario this 18th day of May, 1993.

THE SIMCOE COUNTY BOARD OF EDUCATION

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THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1310

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LETTER OF UNDERSTANDING - #5

BETWEEN:

THE SIMCOE COUNTY BOARD OF EDUCATION

of the First ~~Part~~

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1310**

of the Second ~~Part~~

The Employer and CUPE agree that for the calendar year **1994**, custodial employees will, under the following conditions, be allowed to take vacations during the school year.

1. Not more than two (2) custodial employees will be granted vacation at any one time.
2. Employees must retain sufficient weeks of vacation to cover the scheduled vacation shutdown period except as provided in the procedures to be developed by the parties.
3. The school year for the purpose of this agreement begins with the second week of school in September and ends with the last day teachers are present in the schools in June.
4. The present system of allocating forty-six (46) weeks of vacation to be taken during the school year will be discontinued for **1994**.
5. **This** letter of understanding will expire December 31, **1994** unless renewed in writing by both parties.

Dated at Barrie, Ontario this 18th day of May, **1993**.

THE SIMCOE COUNTY BOARD OF EDUCATION

Paul L. ...
...
...
...

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1310

David ...
...
Jacqueline ...
...
Stanley ...