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EFF.	96	01	01
TERM.	97	08	31
NO. OF EMPLOYEES	475		
NOMBRE D'EMPLOYES	475		

COLLECTIVE AGREEMENT

BETWEEN

THE SIMCOE COUNTY BOARD OF EDUCATION
(hereinafter referred to as the 'Employer')

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1310
(hereinafter referred to as the 'Union')

EFFECTIVE JANUARY 1, 1996 TO AUGUST 31, 1997

PUBLISHED BY:

C.U.P.E. Local 1310
64 Cedar Pointe Drive
Barrie, Ontario

S.C.B.E.
Midhurst, Ontario

This Agreement dated the 1st day of **January**, 1996

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:

CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	General Purpose	1
2	Recognition	1
3	Relationship	1
4	Deduction of Union Dues	2
5	No Strikes or Lockouts	2
6	Reservation of Management Functions	3
7	Union Committees and Stewards	3
8	Grievance Procedure	5
9	Arbitration	7
10	Suspension & Discharge Cases	7
11	Management Grievances	8
12	Seniority and Layoffs	8
13	Job Postings	12
14	Leaves of Absence	15
15	Wages & Allowances	18
16	Sick Leave	20
17	Vacations with Pay	22
18	Hours of Work and Overtime	23
19	Employee Benefit Plans	25
20	Staff Holidays	26
21	Temporary Transfers	27
22	General	28
23	Bus Drivers	29
24	Termination	31

Schedule "A" - Classifications and Wages
Letters of Understanding (6)

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 non-membership 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

3.04 continued

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 supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
 - (d) The time away from productive work shall be reported to the 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: GRIEVANCE PROCEDURE

- 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.

In a job posting grievance the immediate supervisor for the purpose of Step 1 will be the chairperson of the selection committee.

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.

8.03 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. 3 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 Chairperson 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 chairperson.
- 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 chairperson 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 provisions 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 chairperson.
- 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.

- 10.01 (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.

- 12.01 (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.
- (g) For the purpose of Article 12.01(a) an employee initiated absence of five (5) continuous days or less or a Board initiated absence, other than a termination, will not be considered as a break in continuity.
- 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 lost 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,

- 12.03 (d) failure to signify intention to return to work within three (3) working days or 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 12.11.

- 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, 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 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. Such list will contain the following information: Name,

12.08 continued

classification, seniority date, location and identification of 10 or 12 month.

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

12.09 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.

12.10 Temporary employees who are hired for:

- (a) maintenance work for a specified period of time not to exceed nine (9) months;
- (b) sickness or accident coverage;
- (c) leave of absence coverage;
- (d) mower operating;
- (e) 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.

12.11 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) and (d), will know about the position **and** be able to make written application therefore.

- 13.01 (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.
- (f) A ten month/school year employee may not apply for temporary twelve month positions.
- 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:
- (a) 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.
 - (b) to a classification in the same wage level, he/she shall retain his/her same rate of pay and increment date (where required).

- 13.07 (c) 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 at 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 12.07.

- 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. 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.
4. An employee whose request for transfer has been granted must accept the transfer.
5. This article applies only to permanent vacancies and does not apply to Lead Hand (Custodial) vacancies.
6. A maintenance trades employee applying for a transfer under this article must have the required experience and skills for the specific position.

- 13.09 7. 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 employee's 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 at the lowest rate for the classification of the work available.
- 14.03 **Bereavement Leave**
- (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 of pay. Said leave of absence shall commence during the period of time between the death and the day of 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 granted one working day's leave of absence from his/her employment without loss of pay, on the **Same** terms and subject to the same conditions as are set forth in Section 14.03(a). **Upon** request of the employee and upon approval of the employee's supervisor the leave of absence may be extended to three (3) days if such is **required** for purpose of travelling.

- 14.03 (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.
- (d) In the event of a death of an employee in the bargaining unit covered by this Agreement, then, upon request, one days leave of absence without pay will be granted to up to six (6) bargaining unit members, including the executive member if granted leave under 14.03(c), to act as pallbearers. The approval for such leave may be withheld if the Board is unable to find a suitable replacement.

14.04 **Union Conference**

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.

14.05 **Election Leave**

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.

14.06 **Union/Public Office**

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.

14.07 **Jury Duty**

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.

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.

- 14.08 (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 Human Resources 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.

14.09 **Adoption Leave**

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

14.10 **Seminars**

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.

14.11 **Special Leaves**

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

- 14.11 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.
- 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. For 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 noon-hour (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;

- 15.08 (b) A Custodian who is himself/herself responsible for a school shall be paid a responsibility allowance of forty-two cents (\$.42) per hour.
- (c) The allowance defined in 15.08(a) will be paid to an employee who is assigned by the Board to provide direct supervision to a crew of three (3) or more students.
- 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 (0.07) 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.

continued

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.

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.
- Service is defined as a period of time in which the employee is receiving pay or sick leave benefits.
- 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.

- 10.05 (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.

16.08 continued

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:

<u>Service as of June 30</u>	<u>Weeks of Vacation with Pay</u>
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 1995 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 follows:

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 immediate supervisor outside of the bargaining unit, 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 supervisor the employee's absence was not justifiable the employee shall not be paid for the duration of such absence. The employee must report his/her inability to get to work to his/her immediate supervisor outside of the bargaining unit 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	80%

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 Board's 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, 1996 the Board will continue to pay its share of the premiums for the employee benefit plans in which the employee is enrolled during her pregnancy and/or parental 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
 - Good** Friday
 - Easter Monday
 - Thanksgiving Day
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Christmas 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.

- 20.01 (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, 1994**, each full-time employee will receive \$65.00 annually 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, 1996 until the 31st of August, 1997 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.

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

CANADIAN UNION OF PUBLIC
EMPLOYEES - LOCAL 1310

Debra Edwards
Linda Gibbs
Sandra Murtha
Mary Anne Nelson
Guy Belcourt

Jacqueline Piroccos
James Keenan
Bryan Kelly
R. Burns
D. Bennett
Stanley James

Dated at Midhurst, Ontario this 16th day of May, 1996.

SCHEDULE 'A'
HOURLY RATES EFFECTIVE JANUARY 1, 1994

CLASSIFICATION	Start	3 Mths	12 Mths	24 Mths
Group 1 Millwright Electrician Plumber Heating Serviceperson Air Conditioning and Refrigeration Technician Bricklayer	17.77	18.15	18.59	-
Group 2 Carpenter Skilled Painter Motor Mechanic	16.82	17.24	17.65	
Group 3 Carpet Technician	14.96	15.11	15.39	15.77
Designated Substance Technician	16.73	16.90	17.22	17.65
Group 4 Courier Labourer/Maintenance Helper	14.78	14.94	15.21	15.58
Group 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 ~~TIS~~ 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 Midhurst, Ontario this ^{16th} day of May 1996.

**THE SIMCOE COUNTY BOARD
OF EDUCATION**

**CANADIAN UNION OF PUBLIC
EMPLOYEES - LOCAL 1310**

Melra Edward
Luis Godwin
Guy Belcourt
Lynda Murrth
Mary Anne Wilson

Jacqueline Pitacco
James Keenan
Bryan [Signature]
R. Burns
[Signature]
Stanley [Signature]

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 Midhurst, Ontario this *16th* day of *May*, 1996.

THE SIMCOE COUNTY BOARD OF EDUCATION

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1310

Delora Edward

Jacqueline Pirocco

Leslie Godwin

James Keenan

Guy Belcourt

Bryan Smith

Sandra Muth

P. Burns

Mary Anne Milson

L. Bignell

Stanley Jones

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 August 31, 1997 unless renewed in writing by both parties.

Dated at Midhurst, Ontario this 16 day of March, 1996.

THE SIMCOE COUNTY BOARD OF EDUCATION

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1310

Debra Edwards

Jacqueline Pucci

Leslie Godwin

James Keenan

Guy Belcourt

Bryan [Signature]

Synda Muth

R. Burns

Mary Anne Miller

[Signature]

Maury 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 continue ~~with~~ the lieu time provision on a ~~trial~~ basis until August 31, 1997.

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 the end of the respective calendar year then the employee will be paid in accordance with Article 18.03.

This Letter of Understanding will expire August 31, 1997 unless renewed in writing by both parties.

Dated at Midhurst, Ontario this 16th day of May, 1996.

**THE SIMCOE COUNTY BOARD
OF EDUCATION**

Debra Edwards
Frank Godwin
Guy Belcourt
Synda Muir
Mary Anne Wilson

**CANADIAN UNION OF PUBLIC
EMPLOYEES - LOCAL 1310**

Jacqueline Pirocco
James Keenan
Bryan [Signature]
R. Burns
[Signature]
Stanley Jones

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 1996, custodial employees will, under the following conditions, be allowed to take vacations during the school year in accordance with the following procedure:

1. Not more than two (2) custodial employees per custodial group to a maximum of twelve (12) for the county will be granted vacation at any one time during the school year.
2. Employees transferring from one custodial group to another and/or working on a temporary assignment in Maintenance during the school year may be required to change their vacation dates.
3. The school year for the purpose of these procedures begins with the second week of school, in September, and ends with the last day teachers are present in the school in June.
4. Employees must retain sufficient weeks of vacation to cover the scheduled vacation shutdown period except as provided below.
5. The Board will, by October 1, determine the number of weeks of vacation to be retained to cover the vacation shutdown period. Should the Board subsequently change the length of the vacation shutdown period, the affected employee will be given the choice of taking his/her vacation as scheduled with the possible resulting lay-off during the vacation shutdown, or change his/her scheduled vacation as necessary.
6. Requests for vacation week(s) must be made not later than October 13, stating the full week(s) being requested and indicating his/her first and second choice using the approved form. Weeks of vacation must commence on a Monday and end on a Friday. More than one week may be requested. All requests shall be in writing on the approved form.
7. The Board will review the requests and notify the employee in writing of the status of his/her request not later than the end of October.
8. The Board will post a list of the remaining available weeks not later than the end of October.

9. Employees who were not granted either their first or second choice may submit a third . . . fourth request for vacation week(s) not later than November 15, using the approved form. Weeks of vacation must commence on a Monday and end on a Friday.
10. The Board will review the requests and notify the employee in writing of the status of his/her request not later than the end of November.
11. The Board will post a list of the remaining available weeks not later than the end of November.
12. Vacation requests made after the end of November will be granted on a first come, first served basis. Requests for week(s) of vacation must be made at least four (4) weeks in advance and requests for a day(s) (maximum of two (2) days at any one time) of vacation must be made at least one (1) week in advance. *All* remaining vacation time shall be requested, in writing, to the Secretary, Custodial Services, by April 30, of the respective vacation calendar year.
13. **An** employee will not be granted vacation for a time which has **already** been confirmed in compliance with the terms set out herein.
14. Preference will be given to the two (2) most senior employees per group should three (3) or more employees request the same vacation time.
15. The Board may amend this procedure after consultation with the Union through the Labour/Management Committee, in particular the aforementioned dates.
16. This procedure **will** be reviewed in August 1996 at which time the Board will notify the Union of its intent to renew or discontinue this Letter of Understanding.

Dated at Midhurst, Ontario this 29th day of February, 1996.

THE SIMCOE COUNTY BOARD OF EDUCATION

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1310

Delores Edwards

Linda Goshue

Guy Belcourt

Synda Smith

Mary Anne Wilson

Jacqueline Pitacco

James Kerran

Bryan Lewis

R. Burns

Stanley James

LETTER OF UNDERSTANDING #6

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 to meet, when the effect of the pending Legislation and Grant Reductions to the Board have been determined by the Board to have implications on the CUPE Bargaining Unit, to discuss such implications.

Dated at Midhurst, Ontario this 29th day of February, 1996.

THE SIMCOE COUNTY BOARD
OF EDUCATION

CANADIAN UNION OF PUBLIC
EMPLOYEES - LOCAL 1310

Nelra Edwards
Linda Dodkin
Guy Belcourt
Suzanne Smith
William ...

Jacqueline Pocco
James Keenan
Bryan ...
R. Burns
Stanley Jones