

COLLECTIVE AGREEMENT

BETWEEN

**THE WENTWORTH COUNTY
BOARD OF EDUCATION**

AND

**CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 1572**

(CUSTODIAL AND MAINTENANCE UNIT)

EFFECTIVE MARCH 31, 1996 - MARCH 31, 1998

SOURCE	Company		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS	CB.		

11167(01)

THIS AGREEMENT ENTERED INTO AS OF THE ___ DAY OF _____, 1997

B E T W E E N

THE WENTWORTH COUNTY BOARD OF EDUCATION
(hereinafter referred to as the "Board")

OF THE FIRST PART

A N D

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS
LOCAL 1572 (CUSTODIAL/MAINTENANCE UNIT)
(hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE I - RECOGNITION

- 1.01 The Board recognizes the Union as the exclusive bargaining agent of all employees in the classifications listed in Schedule "A" hereof save and except six (6) Facilities Supervisors, two (2) Coordinators of Plant Services, persons above the rank of foreperson and students employed during the summer school vacation period. The classifications for which the Union is recognized as the exclusive bargaining agent are all full-time, part-time and casual Head Caretakers, Caretakers, Cleaners, Maintenance Personnel, Helpers and Swimming Pool Maintenance.
- 1.02 No employee shall be required or permitted to make a written or verbal agreement with the Board or its representatives or the Union which may conflict with the terms of this Collective Agreement.

ARTICLE II - RELATIONSHIP

- 2.01 The parties hereto agree that all present employees of the Board who are now members of the Union shall remain members in good standing. All new employees shall become and remain members of the Union upon reaching seniority.
- 2.02 The parties hereto agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization.
- 2.03 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Board without permission of the Board or designated representative.

ARTICLE III - MANAGEMENT RIGHTS

- 3.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Board and remain exclusively and without limitation within the rights of the Board and its management. Without limiting the generality of the foregoing, the Board's rights shall include:

- (a) the right: to maintain order, discipline and efficiency; to make, alter, and enforce, from time to time, rules and regulations, policies and practices, to be observed by its employees; to discipline and discharge seniority employees for just cause.
- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend and retire employees; to plan, direct and control plant operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit. It is agreed that employees who are transferred back into the bargaining unit shall be credited with the seniority which they had at the time of their transfer out of the bargaining unit.
- (c) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces, the standard of production, the subcontracting of work; the schedules of work and of production, the number of shifts; the methods, processes and means of performing work; job content and requirements, quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment, whether there shall be over-time work and who shall perform such work; the number of employees needed by the Board at any time and how many shall operate or work on any job, operation, machine or production line; the number of hours to be worked; starting and quitting time. Generally the right to manage the system and its operation without interference is solely and exclusively the right of the Board.
- (d) No present employee shall be laid off or terminated as a result of the Board contracting out work currently performed by the Bargaining Unit.

3.02 The Board shall exercise its rights in a fair and reasonable manner. The Boards rights shall not be used to direct the working force in a discriminatory manner, nor shall these rights be used in a manner which would deprive employees of their employment except through just cause.

No seniority employees will have their employment terminated or be laid off as a result of a non-bargaining unit person performing their work.

3.03 Subject to the provisions of this Agreement, no employee shall be transferred between **schools** or the Administrative Offices, unless agreed by the, Union and the employee concerned.

3.04 Transfers shall not be used as a disciplinary measure.

ARTICLE IV - UNION SECURITY

4.01 All present Union members shall, as a condition of employment, sign an "Authorization to Deduct Union Dues". Any such authorization shall take effect as of the next regular deduction date after it has been received by the Board.

- 4.02 All employees hired on or after the date of this Agreement shall, upon attaining seniority, as a condition of employment, sign an "Authorization to Deduct Union Dues," initiation and Assessment fee. Any such Authorization shall take effect as of the next regular deduction date after the employee has attained seniority. The Board shall issue Union Authorization Cards to be signed by all new employees upon commencement of service. Upon termination of any employee's service with the Board, the Board will send the employee's Authorization Card to the Treasurer of the Local Union.
- 4.03 The Board agrees that it will deduct from the earnings of each employee, not more than bi-weekly, Union Dues in the amount certified by the Union to the Board, to be currently in effect according to the Union's Constitution and By-Laws. Such dues shall be forwarded, together with a list of the names of all employees from whom the deductions have been made, to the Secretary-Treasurer of the Local, no later than the 30th of each month.
- 4.04 In order that the Board may have definite instructions as to what amounts are to be deducted for the aforesaid purpose, it is agreed that the Union shall promptly notify the Board in writing, over the signature of the Secretary-Treasurer of the Local Union, of the amount of deduction to be made by the Board for regular monthly Union Dues, and the Board shall have the right to rely on such written notification until it receives other written notification from the Union signed with the same formality.
- 4.05 The Union agrees to defend and hold the Board harmless against all claims, by individuals arising out of the Board's implementation of the provisions of this Article IV.
- 4.06 The Board shall enter the amount of Union Dues paid by each Union member on the appropriate Income Tax (T4) Statements.
- 4.07 The Board agrees to acquaint potential employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

Upon attaining seniority, employees may be interviewed by the Local's President or designate within regular working hours, without loss of pay, for a maximum of thirty (30) minutes for the purpose of acquainting the new employees with the benefits and duties of Union membership and responsibilities and obligations to the Union.

ART V - J ITATIC

- 5.01 The Board will recognize as Stewards not more than twelve (12) employees, provided such employees have acquired seniority under the terms of this Agreement and the Union shall notify the Board in writing of the names of such employees and any changes as they occur. The Board shall not be obliged to recognize any Steward until it has been so notified.
- 5.02 The Board agrees to recognize a Union Grievance Committee composed of the Local's Grievance Committee Chairman, Recording Secretary, Unit Chief Steward and the

Steward initiating the grievance or their designates. The Board agrees to recognize a Union Negotiating Committee composed of the Local's, President and Recording Secretary or their designates plus four (4) unit seniority employees.

- 5.03 Members of the Grievance Committee shall be compensated at their base rate of pay for actual time lost in the handling of a grievance at Step 1 and Step 2 only of the grievance procedure. Members of the Negotiating Committee shall be compensated at their base rate of pay for actual time lost in negotiations up to mediation.
- 5.04 The Board recognizes that Stewards are allowed to investigate disputes and present adjustment as provided in this Article without unwarranted interference. The Union recognizes that Stewards are employed full-time by the Board and that they will not leave work during working hours except to perform their duties under this Agreement. Therefore, Stewards shall not leave their work without obtaining the permission in their school of the Principal or designate and in the Board offices from the non-bargaining unit supervisor. Such permission shall normally be given within an hour, unless circumstances mitigate otherwise.
- 5.05 It shall be the duty of the Union, further, to keep the Appropriate Personnel Officer notified in writing of the names of all members of the Union's Local Executive.
- 5.06 The Appropriate Personnel Officer shall notify the Union of all new employees within ten (10) working days of commencing employment.
- 5.07 The Appropriate Personnel Officer agrees to provide the Union with copies of layoff, recall from layoff, transfers, non-medical leave, job postings, disciplinary notices and successful/unsuccessful applications for job postings. All correspondence between the Board and the Union and a copy of the Board's minutes of the Board's public meetings shall be sent to the Recording Secretary of the Local Union.
- 5.08 When a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance in order that the employee may contact a Steward to be present at the interview.

ARTICLE VI - GRIEVANCE PROCEDURE

- 6.01 "Grievance" shall be defined as a complaint or claim concerning the alleged violation of the provisions of this Agreement.
- 6.02 At each step of the Grievance Procedure, the grievor shall have the right to be present.
- 6.03 It is understood that an employee must first give their immediate supervisor an opportunity to adjust the complaint. The employee's immediate supervisor shall give the employee a written reply within two (2) working days.
- 6.04 Grievances must be initiated within ten (10) working days of the date upon which the grieving employee should have become reasonably aware of the alleged violation.

6.05 The parties to this agreement are agreed that it is of the utmost importance to adjust **complaints** and grievances as quickly as possible and in the following manner:

Step 1 The aggrieved **employee(s)** will submit the grievance to a Union Steward or a member of the Union's grievance committee. If the Steward and/or the grievance committee consider the grievance to be justified, they shall present the grievance in writing to the Manager of Plant within ten (10) working days after discussing it with their immediate supervisor. The Manager of Plant shall deliver a decision in writing within five (5) working days following the day on which the grievance was presented. If a settlement satisfactory to the **grievor** is not reached, the Union may, within five (5) working days following receipt of the decision of the Manager of Plant, but not thereafter, deliver or mail by registered mail a written request to the Appropriate Superintendent requesting a meeting at Step 2. The grievance shall state the **clause(s)** of the Agreement which are being violated.

Step 2 A meeting shall be held within five (5) working days between the aggrieved employee together with the Grievance Committee and the Appropriate Superintendent. The Appropriate Superintendent shall deliver a decision in writing to the Chairman of the Grievance Committee within five (5) working days of such meeting.

Step 3 A meeting shall be held within five (5) working days between the **grievor**, the grievance committee and a Committee of Review appointed by the Board. The Board's reply shall be delivered to the **grievor** within fifteen (15) working days thereafter.

Step 4 If a settlement satisfactory to the party initiating the grievance is not reached, the matter referred to in Step 3 shall within fifteen (15) working days be referred to arbitration.

6.06 All time limits referred to in the Grievance procedures herein contained; shall be deemed to mean "working days". "Working day" shall mean a day other than a regularly scheduled day off or a designated holiday.

6.07 If the **grievor** or the Union fails to process a grievance to the **next** Step in the grievance procedure **wlthn** the time limits **specfied** they shall not be deemed to prejudice their position in arbitration. Extension of reasonable time lines shall be in writing. Such extension shall not be unreasonably withheld.

6.08 All policy grievances, group grievances and grievances dealing with unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) shall commence at Step 2 of the grievance procedure.

6.09 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Board in the manner provided in the grievance procedure. The written grievance **shall** be signed by

the grievor and shall contain a summary of all issues in dispute and of the remedy requested by the grievor.

6.10 After a grievance has been initiated by the Union the Board's representative shall not enter into discussion or negotiation with respect to the grievance either directly or indirectly with the aggrieved employee, without the consent of the Union.

6.11 Replies to grievances stating reasons shall be in writing at all stages.

ARTICLE VII - ARBITRATION

7.01 The party having carriage of grievance may, after exhausting the appropriate grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limit, then the Minister of Labour for the Province of Ontario may be requested to appoint a qualified person to be Chairman.

7.02 The arbitration board shall hear and determine the matter and shall issue a decision, which decision shall be final and binding upon the parties, and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board, but if there is no majority decision, the decision of the chairman shall govern.

7.03 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement nor to alter, modify, or amend any part of this Agreement or to adjudicate any matter not specifically assigned to it by the written grievance as filed at the initial step.

7.04 Each of the parties to this Agreement shall bear the expenses of the arbitrator appointed by it, and the parties hereto will jointly bear, share and share alike, the expenses of the Chairman of the Arbitration Board.

7.05 (a) The time limits and other procedural requirements set out in Article VII herein are mandatory and not merely directory. The mandatory provisions of Article VII shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both Parties.

(b) The mandatory time limits and procedural requirements set out in Article VII may be waived, if, in the opinion of the Arbitrator, extenuating circumstances existed to warrant the waiving thereof.

7.06 Discharge Cases

In making a determination upon any grievance arising under the discharge of a seniority employee, the Board of Arbitration may affirm the Board of Education's action in discharging the employee and thereby dismiss the grievance or may uphold the grievance by reinstating the grievor with or without compensation for monies lost during the period of discharge or the Board of Arbitration may substitute such other penalty for the discharge as seems just and reasonable in all circumstances. It is understood that should any form of compensation be awarded to the grievor, such compensation shall be subject to deduction of all monies received by the grievor during the period between the date of the discharge and the date of reinstatement.

ARTICLE VIII - SENIORITY

- 8.01 (a) Subject to 8.01 (d) seniority is defined for the purposes of this Agreement as the length of continuous service of any employee of the Board computed from the date three (3) months prior to the date such employee actually attained seniority by completing their probationary period in the manner set forth in Article 8.01 (b) hereof, and shall apply only to the extent specifically provided in this Agreement.
- (b) Subject to 8.01 (d) an employee having less than three (3) months of continuous service shall be considered a probationary employee and will have no seniority rights but when such rights are acquired (subject to Article 8.01 (a) hereof), seniority will be regarded as having started from the date three (3) months immediately prior to acquiring such seniority. The Union will not question the dismissal of any probationary employee, nor shall such dismissal be the subject of a grievance.
- (c) **Subject** to 8.01 (d) seniority shall operate on a bargaining unit wide basis.
- (d) Casual employees may be employed by the Board to cover absences due to illness, vacation or leave of absence (maternity leave, union leave, etc.) and special assignments. The Appropriate Personnel Officer shall notify the Recording Secretary of the Local of such special assignments as they occur. The period of special assignment shall not exceed six (6) months or such further period as agreed by the Board and the Union. **Such** employees shall accumulate seniority based on hours worked since January 1, 1985 and shall be considered a seniority employee upon accumulating a total of 520 hours. Casual employees shall have the right to apply for permanent job vacancies and their applications shall be considered in accordance with the job posting provisions and the letter of understanding attached. All casual employees shall be paid in accordance with Appendix "A" of this Agreement.

- (e) Since the Union and the Board recognize the hardships that an **east/west** assignment may create for a custodial casual employee, the Board shall endeavour to avoid such an assignment. Such assignment shall be implemented in a fair and reasonable manner.

8.02 In all cases of filling permanent **job** vacancies (except those in respect of positions excluded from the bargaining unit) and in all cases of decrease or increase in the working force, the following factors shall be considered:

- (a) length of continuous **service**;
- (b) ability to perform the required duties.

8.03 Loss of Seniority

Employees shall lose all seniority and **service** rights if:

- (a) **they quit their employment;**
- (b) they are discharged for proper cause;
- (c) they are laid off for a period in excess of **two** (2) years;
- (d) persons on lay-off fail to return to work within seven (7) working days after the employees have received notice of recall by registered mail, or if the persons within seven (7) working days after receiving such notice of recall is so sent fails to notify the Board of their intent to return to work in **accordance** with the **terms of the recall. Upon request of the employees;** in writing, the Board may grant, in writing, an extension of the times stipulated herein, if such request is accompanied by a reasonable explanation;
- (e) employees fail to return to work promptly after the expiration of any leave granted to them, unless they are excused by the Appropriate Superintendent.

8.04 It shall ~~be~~ the duty ~~of~~ the employee to notify the Appropriate Personnel Officer, in writing, of any change of address or telephone number. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail or telegram to the address of the employee which appears on the Board's payroll records shall be **conclusively** deemed to have been received by the employee.

8.05 An employee who is **terminated** from the **service** of the Board, but who wishes to be rehired, shall, if the Board so rehires such employees, start as a new employee.

- 8.06 Employees shall not be transferred to a position outside the bargaining unit without their consent. Employees who have not left the Board's employ and are returned to the bargaining unit shall be placed within the seniority and job classification they had when they left the bargaining unit.
- 8.07 If an employee is transferred to a position outside the bargaining unit, the employee shall retain the seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority during the period out of the bargaining unit.
- 8.08 The Board agrees to compile a seniority service list of full-time and part-time employees based on the date on which the seniority employee started work for the Board or the former school board of the County. These seniority lists shall be updated once every twelve (12) months, and fifteen (15) copies of such lists so updated shall be sent to the Recording Secretary of the Union, in the month of January.

ARTICLE IX - HOURS OF WORK AND OVERTIME

- 9.01 The regular work day shall be eight (8) hours per day (exclusive of the lunch period on the first shift/day shift, inclusive of the lunch period on the second shift/afternoon shift) within a ten (10) consecutive hour period, and the regular work week shall be forty (40) hours per week.

With the exception of Swimming Pool Maintenance employees and Secondary School Caretakers, whose duties relate to week-end use of schools, the employer shall endeavour to schedule working hours between 6:30 a.m. and 11:00 p.m. Monday through Friday inclusive.

During the period between July 1 and the first day of school, the regular work day shall be eight (8) consecutive hours per day (inclusive of a twenty (20) minute lunch period).

- 9.02 Part-time and casual employees shall work their regularly scheduled hours consecutively.
- 9.03 All employees are permitted a paid fifteen (15) minute break period at approximately the midpoint of each half shift.
- 9.04 (a) For full-time employees, overtime at the rate of time and one-half (1.1/2) the employee's regular rate of pay shall be paid for work performed in excess of the regularly scheduled hours. When work on Saturdays or Sundays is required employees in the school shall be assigned such work on a rotational basis. Where Sundays are scheduled as part of a regular shift, employees shall receive a premium of seventy-five cents (\$.75) per hour for each hour of their shift.
- (b) Part-time employees required to work fifty percent (50%) beyond that employee's regular scheduled daily assignment will receive overtime at the rate of time and one-half (1.112) the regular rate except that all work beyond 8 hours shall be compensated at time and one-half the regular rate.

- 9.05 Employees who are called in and required to work outside their regular working hours, or employees performing security checks during the heating season, shall be paid their actual time worked, or a minimum of two (2) hours' pay at the appropriate overtime rate; whichever is greater. Overtime, call back time, and security checks shall be equally distributed among employees who are willing to perform the available work.
- 9.06 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the Board.
- 9.07 The Board will pay a shift premium of fifty-five cents (\$.55) per hour for any shift where the majority of the employee's shift hours falls between 3:00 p.m. and 11:00 p.m. Where the shift starts on or after 11:00 p.m., the shift premium shall be fifty-five cents (\$.55) per hour.
- 9.08 In no case will there be a compounding or pyramiding of overtime or other premium compensation.

ARTICLE X - JOB POSTINGS

- 10.01 When a new position is created or a permanent vacancy otherwise occurs within the bargaining unit, the Appropriate Personnel Officer shall notify the Recording Secretary of the Local in writing, and advertise such vacancy within the bargaining unit (not later than fifteen (15) working days after the vacancy has occurred) for a period of ten (10) working days. Selection shall be made in accordance with the provisions of Article 8.02 herein. All employees interested in the vacancy shall make application within the posting period (which posting period shall not exceed the ten (10) working days from the first day of the posting. During the posting period the Appropriate Superintendent may temporarily fill the job as deemed appropriate.
- 10.02 The filling of all postings shall occur within thirty (30) calendar days from the date of closing. The Board shall post the names of successful applicants in all work locations. The Board shall also notify the Union's Recording Secretary and Chief Steward, in writing, the names of all successful and unsuccessful applicants of each posting, within five (5) working days of appointment.
- 10.03 Successful applicants shall be given a trial training period of thirty (30) calendar days. The Board shall not curtail the trial period without just cause or before it has run its full course. Conditional upon satisfactory service, the employee shall be declared permanent after the thirty (30) day period. Should the successful applicants prove to be unsatisfactory in the position during the trial period, or if the employees are unable or unwilling to continue to perform the duties of the new position, they shall be returned to the former position and wage rate, without loss of seniority.
- During the trial period, the Appropriate Superintendent may temporarily fill the subsequent vacancies as deemed appropriate.
- 10.04 Part-time employees shall be entitled to apply for other part-time positions within this bargaining unit so they may obtain full-time hours, if feasible.

ARTICLE XI - LAYOFF AND RECALL

- 11.01 A layoff shall be defined as a reduction in the work force or a reduction of the regular hours of work as defined in this Agreement.
- 11.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right is qualified and able to perform the work of the less senior employee.
- 11.03 Employees shall be recalled in the reverse order of their lay-off as detailed in 11.02 provided that the employee to be recalled is qualified to perform the work available.
- 11.04 New or casual employees shall not be hired until those laid off with the qualifications necessary to perform the work available have been given an opportunity of recall. Laid off employees will be given preference for casual assignments.
- 11.05 Unless legislation is more favourable to the employees, the Board shall notify employees, who are to be laid off thirty (30) calendar days prior to the effective date of lay-off. Employees not given the opportunity to work the days of notice, as provided in this Article, shall be paid for the days for which work was not made available.
- 11.06 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE XII - WAGES

- 12.01 The wage rates as set out in Appendix "A" attached hereto and forming part hereof shall remain in effect during the life of this Agreement.
- 12.02 **Temporary Transfers**
Employees who are temporarily transferred or assigned to a different job classification within the bargaining unit shall be paid while so employed as follows:
- (a) If the transfers are for the convenience of the Board, and if the rate of pay in the classification to which they are transferred are less than the employees' regular rate of pay, they shall receive their regular rate of pay.
 - (b) If the transfers are for the convenience of the employees or in lieu of lay-off, and if the rate of pay in the classification to which they are transferred is less than the regular rate of pay, they shall receive such lesser rate.
 - (c) If the transfers are to a higher-rated classification, then the employees will receive the higher rate of pay.

- 12.03 Temporary vacancies, of a known duration (not less than six months), shall first be made available to interested qualified employees from within the workplace where the vacancy has occurred, before being filled from other sources. In the event that more than one qualified employee from within the workplace makes application to the vacancy, the employee with the greater amount of seniority shall prevail.
- 12.04 A consenting employee assigned to temporarily perform the duties of a position outside the bargaining unit shall remain a member of the bargaining unit and be paid at the rate equivalent to the duties assigned.

ARTICLE XIII - VACATION WITH PAY

- 13.01 (a) The following vacations with pay shall be granted to all regular full-time and part-time employees of the Board covered by this Agreement in accordance with the following:

Less than one (1) year	- one day for each full month of service or major portion thereof.
One (1) year or more	- 2 weeks vacation
In the calendar year of the 3rd Anniversary and each year thereafter	- 3 weeks vacation
In the calendar year of the 10th Anniversary and each year thereafter	- 4 weeks vacation
In the calendar year of the 18th Anniversary and each year thereafter	- 5 weeks vacation
In the calendar year of the 25th Anniversary and each year thereafter	- 6 weeks vacation
- (b) A part-time employee shall receive vacation with pay based on the number of hours normally worked, multiplied by the employee's base rate of pay.
- (c) The vacation year for all regular full-time and part-time employees shall be July 1st to June 30th.
- 13.02 When a designated holiday occurs during an employee's vacation, the employee shall receive an additional day off in lieu thereof, such additional day to be mutually agreeable to the employee and the Board.
- 13.03 Vacations shall be granted within the individual workplace on the basis of seniority.
- 13.04 For employees other than maintenance employees, vacation will be taken during the months of July and August in each year. However, these employees may, with the Board's permission, so long as there is no interference with the Board's operation, take

their vacation at other times.

Vacations for maintenance employees shall be taken in the period between September 1st in any year and the following June 30th. However, maintenance employees may, with the Board's permission, so long as there is no interference with the Board's operation, take their vacation at other times.

- 13.05 Casual employees shall receive four percent (4%) of gross earnings for less than three (3) years' seniority, six percent (6%) of gross earnings after three (3) years' seniority, eight percent (8%) of gross earnings after ten (10) years' of seniority and ten percent (10%) of gross earnings after twenty (20) years' seniority.
- 13.06 Employees terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation, prior to termination.
- 13.07 Employees retiring with an immediate pension at any time in the vacation year, prior to using their vacation, shall be entitled to the same vacation or vacation pay which would have been earned if they had continued in employment to the end of the year.

ARTICLE XIV - DESIGNATED HOLIDAYS

14.01 The Board recognizes the following as paid holidays:

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

and any other day declared or proclaimed as a holiday by the federal, provincial or municipal government or the Board, plus the last half of the employee's regularly scheduled day or shift prior to Christmas Day and New Year's Day.

14.02 If any of the foregoing holidays fall on a Saturday, such holiday shall be observed on the preceding Friday. If any of the foregoing holidays fall on Sunday, such holiday shall be observed on the following Monday. In the event that Christmas Day falls on a Friday, **Boxing** Day shall be observed on the following Monday. The foregoing shall be subject to any directives from the Ministry of Education or the Board of Education.

Employees shall be entitled to holiday pay only if they work their last scheduled working day before and ~~first~~ scheduled working day after a holiday. However, employees will not lose holiday pay if they are absent from work because of a bona-fide illness.

14.03 ~~Otherwise~~ eligible employees who are scheduled to work on one of the designated holidays but do not report for work and work as scheduled shall forfeit their holiday pay for that particular holiday.

- 14.04 No employee shall be required to make up time off resulting from a statutory holiday.
- 14.05 Part-time and casual seniority employees who work at least two (2) days, or the equivalent per week, shall receive pay for the holidays recognized herein based on the number of hours normally worked if the holiday had not occurred multiplied by the employee's base rate of pay, exclusive of any premium.

ARTICLE XV - MILEAGE ALLOWANCE

- 15.01 All Bargaining Unit employees shall be reimbursed for authorized use of their own vehicles for transportation during working hours other than personal use in accordance with the Board Motor Vehicle Travel Allowance Policy. The Board agrees that the use of an employee's vehicle shall not be compulsory.

- 15.02 A Floater is a full-time employee assigned to a base location in a Secondary School, who may be relocated to other sites as required.

Floater assigned to work at a location other than their base location will be paid mileage for the distance in excess of the normal distance driven from home to the base location.

ARTICLE XVI - FRINGE BENEFITS

- 16.01 The following fringe benefits shall be applicable to all full-time seniority employees covered by this Agreement: (full-time shall mean forty (40) hours per week).

16.01.1 GROUP INSURANCE

The Board will pay one hundred percent (100%) of the premium cost of a Group Life Insurance Plan for all eligible employees of two times (2 X) earnings rounded to the nearest five hundred dollars (\$500.00) subject to the terms of the Master Plan between the Board and the Carrier. The Board will provide the Union with one copy of the Master Plan.

16.01.2 SUPPLEMENTARY HEALTH PLAN

The Board will pay one hundred percent (100%) of the premium cost.

16.01.3 DENTAL PLAN

The Board will pay 100% of the premium cost of a Dental Plan comparable to Blue Cross Plan #9 (based on the O.D.A. fee schedule in effect on September 1 of each year). Effective January 1, 1992 the Board will pay 75% of the premium cost for riders 2 & 4 (based on 50% co-insurance).

16.01.4 RETIREMENT GRATUITY

As provided under Sick Leave and Retirement Gratuity Plan -Non-Teaching Employees. (See Appendix "B")

16.01.5 ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SCHEME

Participation in OMERS is mandatory as a condition of employment. The Board will pay fifty percent (50%) of the premium contributions of the Plan.

16.01.6 VISION CARE

\$175.00 each two year period for employees and their families.

16.01.7 HEARING AIDS

\$400.00 every five year period for employees and their family members.

16.02 In the case of part-time employees who regularly work twenty (20) hours per week or more, but less than forty (40) hours per week, the Board will pay a pro-rated the amount of premium, according to the employee's hours worked per week, with respect to Group Life, Dental and Supplementary Health Plan that the Board pays on behalf of full-time employees.

16.03 SAFETY SHOES

In the case of Maintenance workers the Board will pay the cost of safety shoes to a maximum of \$50.00 per year.

ARTICLE XVII - PREGNANCY, ADOPTION AND PATERNITY LEAVE

17.01 The granting of a pregnancy leave shall be made in accordance with the Employment Standards Act and any amendments thereto.

17.02 On making application to the Appropriate Superintendent pregnancy and adoption leaves may be extended up to a maximum of six months, providing the employee has been in the employ of the Board for not less than one year. Upon application, a further consecutive six-month extension may be granted.

17.03 The Board shall pay the fringe benefit contributions as outlined by Article XVI herein during the leave.

17.04 No sick leave time shall accumulate, but upon return, an employee shall be reinstated in the same position or equivalent with no loss of previously accumulated sick days or seniority or any increase in salary or benefits that had occurred during the leave.

17.05 Adoption Leave

Leave of absence may be granted to an employee adopting a child subject to the following conditions:

(a) The employee shall have completed one year of service with the Board immediately prior to the date of application to the Appropriate Superintendent.

(b) Application to the Appropriate Superintendent for such leave must be made within 30 days of approval as an adopting parent.

- (c) Duration of the leave shall be for a maximum of one week prior to the date of adoption and six weeks immediately following the date of adoption.

17.06 Paternity Leave

The father will inform the Board at least a month before the desired leave of absence, which may be before and/or after the birth. On request, the employee will supply a medical report confirming the pregnancy and indicating the anticipated date of delivery. Leave of absence with full pay and benefits shall be granted for three (3) days.

ARTICLE XVIII - LEAVES - ABSENCE

18.01 General

- (a) A general leave of absence without compensation for a maximum of ten (10) working days may be granted by the Appropriate Superintendent. Written request should be submitted a minimum of ten (10) days in advance of the leave.
- (b) A general leave of absence without compensation and allowances up to a maximum of two (2) years may be granted by the Board on written request thirty (30) days in advance of the leave. During the leave of absence, the employee shall be permitted to remain in all benefit plans provided that the premiums shall be paid fully by the employee to the Board. Upon return, the employee shall be reinstated in the same position or equivalent, with no loss of previously accumulated sick days, seniority or any increase of salary or benefits that had occurred during the leave.

18.02 Full-Time Union or Public Duties

Upon written request the Board shall allow leave of absence without loss of seniority (but without accumulation of seniority or without compensation) so that the employee may be a candidate in federal, provincial or municipal elections. Employees who are elected to public office shall be allowed leave of absence without loss of seniority (but without accumulation of seniority or without compensation) during their term of office.

Employees who are elected or selected for a full time position with the Union shall be granted leave of absence without loss of seniority (but without accumulation of seniority and without compensation) for a period of one year. Such leave shall be renewed each year, on request, during their term of office.

18.03 Temporary Union Duties

Upon request, the Board shall allow leave of absence without loss of pay, benefits or seniority for up to one (1) year to members elected or selected to perform Union duties on a temporary basis. Unless otherwise agreed, applications shall be made to the Appropriate Superintendent not less than ten (10) days prior to commencement of the leave. The employee(s) shall continue to accumulate seniority and the Board shall



continue to pay full wages and benefits for the **employee(s)** concerned. The Union or affiliated organization will reimburse the Board for the cost of wages and benefits of the **employee(s)** on leave. Upon termination of leave, the **employee(s)** shall be reinstated to the position held prior to the leave.

ARTICLE XIX - GENERAL CONDITIONS

- 19.01 (a) Upon successful completion, the Board shall pay fifty percent (50%) of job related **Board** approved courses ~~enrolled in by~~ seniority employees.
- (b) There will be the equivalent of one work day for Board sponsored staff development in each school year. The Board will be responsible for arranging the program.

ARTICLE XX - BULLETIN BOARDS

- 20.01 The Board shall ~~provide~~ access to bulletin boards in appropriate areas for ~~custodial/maintenance~~ staff to post notices and bulletins, subject to restrictions outlined in the Education Act.

ARTICLE XXI - ACCESS TO INFORMATION

- 21.01 Upon a request submitted at least two (2) working days in advance an employee shall have access to, for a reasonable length of time, or, be given a copy of all personnel files in the possession of the Board relating to that employee.

The personnel records of an employee, or former employee, shall not be shared in any manner with any other employer or agency, without the prior written consent of ~~the~~ employee concerned. Any disagreement as to the accuracy of information contained in a record may be expressed in writing and/or upon request subject to a Board Committee of Review.

ARTICLE XXII - DURATION

- 22.01 This Agreement shall become ~~effective~~ on the 1st day of April, 1996 and shall remain in full force and effect until the 31st day of March, 1998 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing as provided for herein of its desire to negotiate amendments to this Agreement.
- 22.02 Notice of amendments shall be tendered during the period of not more than ninety (90) days and not less than thirty (30) days from the termination date or similar annual periods thereafter.
- 22.03 This Agreement will be signed and ~~30~~ copies given to the Union within thirty (30) calendar days after ratification by both parties.

ARTICLE XXIII - ANCILLARY DOCUMENTS

- 23.01 The provisions of Appendix "B", Appendix "C" and Appendix "D" attached hereto shall become part of this Agreement.

DATED AT ANCASTER, ONTARIO, THIS ____ DAY OF _____, 1997

THE WENTWORTH COUNTY
BOARD OF EDUCATION

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1572
(CUSTODIAL AND MAINTENANCE UNIT)

APPENDIX "A"

CUSTODIAL AND MAINTENANCE UNIT - HOURLY WAGE RATES
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CLASSIFICATION	JANUARY 1/93
1. <u>HEAD CARETAKERS (ELEM. SCHOOLS)</u>	
Group 1 (34 -58 hrs./wk)	15.51
2 (59 -89 hrs./wk)	15.67
3 (90 -149 hrs./wk)	15.82
4 (150-300 hrs./wk)	15.99
2. <u>CARETAKER LEAD HAND</u>	15.42
3. <u>CARETAKERS AND HELPERS</u>	
Up to 6 months' service	14.02
6 months to 1 yr. service	14.34
Over 1 year service	15.15
4. <u>CLEANERS</u>	
Up to 6 months' service	13.61
6 months to 1 yr. service	13.73
Over 1 year service	14.06
5. <u>MAINTENANCE PERSONNEL</u>	
Up to 6 months' service	15.44
6 months to 1 yr. service	15.71
Over 1 year service	15.99
6. <u>SWIMMING POOL MAINTENANCE</u>	15.28

APPENDIX "B"

SICK LEAVE AND RETIREMENT GRATUITY PLAN
NON-TEACHING EMPLOYEES

1. ELIGIBILITY

The cumulative sick leave plan shall apply to all regular employees of The Wentworth County Board of Education, specifically:

- (a) All full-time employees on permanent or probationary staff shall be included under this plan and such employees shall be entitled to cumulative sick leave allowance of two (2) days per working month.
- (b) Employees on a regular part-time basis of twenty-five per cent (25%) or more of full-time shall be entitled to cumulative sick leave allowance pro-rated to the nearest half-day on the basis of two (2) days per complete full-time month.
- (c) A casual employee shall not be included under this plan.

2. SICK LEAVE CREDITS

The Board shall maintain a Sick Leave Credit Account for all eligible employees to be operated as follows:

- (a) Each eligible employee shall be entitled to sick leave, for personal illness or injury, for twenty-four (24) days per year or lesser amount as in 1 above without deduction of salary.
- (b) The employee's sick leave account shall be credited with the current year's sick leave allowance or where applicable, such lesser number of days as may raise the employees' total of sick leave credits in their account to the maximum permissible on January 1 of each year. Maximum accumulated credits shall be two hundred and sixty (260) days in the case of full-time employees as defined in paragraph 1 (a), and in the case of other employees, such lesser pro-rated maximum to be calculated on the basis of the provisions of paragraph 1 (where applicable).
- (c) Sick leave credits shall not be applied to any absence for any cause while the employee is receiving or is a claimant for unemployment insurance benefits.
- (d) Any employee who is on sick leave and is entitled to receive payments under the provisions of the Workers' Compensation Act may:
 - 1) elect to retain such payments and receive the difference between such payment and regular salary from the Board,
 - OR**
 - 2) elect to receive an advance of full salary upon undertaking to reimburse the Board for an amount equal to payments under the Workers' Compensation Act.

In either procedure deductions shall be made from accumulated sick leave credits pro-rated in the proportion that the net sum paid by the Board bears to the regular salary of the employee upon which the award is based. Similar provisions apply where loss of wages due to injury or illness is compensative from sources

other than those' provided under the Workers' Compensation Act and the Board shall have subrogation rights in such cases. This clause shall not be construed to apply to any payments arising from any personal policy or plan for which the employee has paid a premium or subscription.

3. **ADMINISTRATION OF PLAN**

The sick leave plan shall be administered on the following basis:

- (a) Subject to the final authority of the Board, the administration of the plan shall be vested in the Appropriate Superintendent who shall keep a record of credits and deductions for each employee and shall render a statement to each employee on or about January 1 of each year showing the number of sick leave credits accumulated under ~~this~~ plan as at 31st December.
- (b) In case of dispute with respect to credits or deductions there shall be a right of appeal to the Committee of Review.
- (c) Absences for personal illness or injury for a period not exceeding five (5) working days shall be certified by ~~the~~ School Principal or the employee's supervisor and approved, if required, by the appropriate official. The Board may require, for any absence, a medical certificate of inability to work, but absences over five (5) days shall be certified by a qualified medical or dental practitioner. In the event of continued absence beyond three (3) months, the Board may request an examination by a doctor appointed by ~~the~~ Board.
- (d) ~~When~~ an employee commences employment after January 15 in any year, the employee shall receive sick leave days pro-rated for the balance of the year at ~~two~~ (2) days per complete month or part month in excess of nine (9) working days.
- (e) Any employee ceasing to be eligible for any cumulative benefits under this Plan shall retain the benefits accrued as at 31st December, 1971.
- (g) There shall be no payment to an employee for salary, statutory holidays or vacation while absent due to illness or injury once sick leave credits are exhausted, nor shall such employee accumulate additional sick leave credits until he or she ~~has~~ returned to work for a minimum of ten (10) working days.
- (g) Sick leave claims shall be computed for payment on the basis of the basic daily salary rate of the employee as amended from time to time.

4. **LEAVE WITHOUT DEDUCTION OF SALARY OR CREDIT**

The following items are not chargeable to sick leave account and shall not constitute grounds for deduction of salary or allowances:

- (a) ~~Quarantine~~. Any employees who because of exposure of communicable disease are quarantined or otherwise prevented by the Medical Health Authorities from being present at their duties.
- (b) Approved school business or conventions.
- (c) Days school is closed by order of the Medical Health Office.
- (d) When satisfying Armed Forces medical requirements.

- (e) **Employees** are entitled to their salary notwithstanding their absence from duty as a witness in any court to which they have been summoned in any proceedings to which they are not a party or one of the persons charged.
- (f) An employee shall be allowed leave of absence without deduction of salary when required to serve on a jury.
- (g) Where an employee is charged with an offence under the Highway Traffic Act, Liquor Control Act or Criminal Code of Canada and is required to appear in Court and is acquitted of said charge, then salary for the school time involved while appearing in court will not be deducted.
- (h) Approved absence to write examinations for professional advancement in work for which employed, or to be employed.
- (i) When the block an employee works at is closed due to inclement weather.

5. TRANSFER OF CREDITS

Employees entering the service of the Board shall be responsible for presenting a certified statement of their cumulative credits from the last previous Board. In no event shall such transferable credits exceed the maximum sick leave credits established under this Agreement.

6. RETIREMENT

Employees will retire at the end of the month during which the employee attains the age of 65 or the end of the year in which the employee attains the age of 65 or at the end of the school year during which the employee attains 65 as mutually agreed to by the Board and the employee.

7. RETIREMENT GRATUITY

Eligibility. The eligibility of an employee for a retirement gratuity shall be determined on the following basis:

- (a) An employee upon retirement must be entitled to an immediate pension, must be 55 years of age or over and must have served ten (10) continuous years of service within schools in the jurisdiction of The Wentworth County Board of Education, before becoming entitled to a Sick Leave Credit Gratuity on retirement,
- OR**
- (b) An employee retiring on the grounds of ill health must have served ten (10) continuous years of service within schools in the jurisdiction of The Wentworth County Board of Education to be eligible. Retirement for ill health is defined as retirement caused by some permanent disability which prevents the employee from being gainfully employed.
 - (c) An employee who fails to qualify for retirement gratuity under the provisions of Clause 7(a) hereof solely because the employee has failed to serve ten (10) continuous years of service within schools in the jurisdiction of The Wentworth County Board of Education shall nevertheless qualify for a partial retirement gratuity if the employee fulfills all other requirements of Clause 7(a) in accordance with the following:

If the employee serves eight (8) continuous years of service within schools within the jurisdiction of The Wentworth County Board of Education - fifty percent (50%) of the retirement gratuity provided under Clause 8 hereof. If the employee serves nine (9) continuous years of service with in schools within the jurisdiction of The Wentworth County Board of Education - seventy-five percent (75%) of the retirement gratuity provided under Clause 8 hereof,

In all other respects The Wentworth County Board of Education Sick Leave and Retirement Gratuity Plan - Non-Teaching Employees shall remain in effect.

8. PAYMENT OF RETIREMENT GRATUITY

Payment of retirement gratuity shall be made on the following basis:

- (a) Eligible employees shall be paid a sum equivalent to the number of sick leave days accumulated, subject to allowable maximum, multiplied by 1/2 the basic daily rate of pay in force at the time of cessation of regular employment.
- (b) The gratuity shall be paid in one lump sum either at retirement or on January 15 of the year following retirement at employee's option. Retirement gratuity shall not exceed one-half (1/2) year's earnings at the salary computed under Clause 8(a).
- (c) If an employee of the Board dies in service, a payment computed on the same basis as the retirement gratuity plan shall be paid to their beneficiary as designated in writing by the employee. If no beneficiary is named, such payments to be made to the employee's estate.
- (d) The Board shall have the right to withhold payment of the Sick Leave Credit gratuity on retirement in the case of any employee who is discharged or caused to resign "with cause".
- (e) A part-time employee working half-time or more on a regular basis should be entitled to a Sick Leave Credit Gratuity on Retirement, providing Eligibility is based on ten (10) continuous years of service.

9. BEREAVEMENT

- (a) An employee shall be allowed leave of absence without loss of salary or sick leave credits for a minimum of three (3) consecutive working days upon the death of an employee's spouse, (including common-law spouse resident with the employee), son, daughter, mother, father, (including stepchild and stepparent), grandfather, grandmother, sister, brother (including stepsister and stepbrother), mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law. Where the burial occurs outside the province such leave shall be extended not to exceed five (5) consecutive working days.
- (b) Leave of absence for bereavement of other family members or an extension of leave under 9 (a) may be granted at the discretion of the Appropriate Superintendent, but such absence is chargeable to sick leave credits.

- (c) Leave of absence on compassionate grounds may be granted at the discretion of the **Appropriate** Superintendent, but such leave shall not aggregate more than four (4) days in any year. (Defined January 1 to December 31). Such absence is chargeable to sick leave credits.

10. This plan shall become effective January 1, 1972 and shall supersede all former plans.

11. **INTERPRETATION**

Interpretation of the foregoing is vested in the **Appropriate Superintendent** subject to any provisions of special or general legislation and direction of the Board.

APPENDIX "C"



1. **Establishment of Committee**

The Employer and the Union recognize that there are areas of mutual legitimate Employer-Union concern not specifically covered by this collective agreement. Accordingly, the parties **shall** establish a joint committee consisting of three (3) **representatives** of the Union and three (3) representatives of the Employer to deal with these areas of concern. The Committee shall enjoy the support of both parties and shall be vested with the authority to make recommendations.

2. **Function of Committee**

The Committee shall concern itself with the following matters:

- (a) safety,
- (b) other matters of mutual Employer-Union concern.

3. **Meetings of Committee**

The Committee shall meet at a time mutually agreed by the Union's **Labour/Management** Committee Chairman and the **Appropriate Superintendent** or their designates. Either party requesting such meetings shall submit to the other party, the purpose of the meeting and the matters to be discussed.

All committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

4. **Chairman of the Meeting**

An Employer and a Union representative shall be designated as joint chairmen **and** shall alternate in presiding over meetings.

5. Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting. The Union and the Employer shall receive two (2) signed copies of the minutes, Deliberations of the Committee shall be fully disclosed. Any personal information shall be strictly confidential and shall be confined only to members of the Committee and shall not appear in the public minutes.

APPENDIX "D"

Letter of Understanding

Notwithstanding Article 8.02, for **casual** employees hired after the ratification of this collective agreement when it comes to filling permanent job vacancies the following factors shall be considered:

- a) Ability to perform the required duties as reflected in the posting.
- b) Length of continuous service.

The above criterion will not be exercised in a manner that is arbitrary, discriminatory or in bad faith.

The employer agrees that no outside applicants will be considered until all bargaining unit applicants have been interviewed.

This letter forms part of this collective agreement for its life and term.

Letters of Intent

Employee Benefits Committee

The parties agree to establish a committee with equal representation from the Board and C.U.P.E. 1572 to review employee benefits with a view to generating savings. The parties agree that if savings are realized as a result of mutually agreed to benefit plan changes, one half of those savings shall be used to enhance benefit coverage.

Amalgamation

In the event that The Wentworth County Board of Education amalgamates with any other Board of Education, The Wentworth County Board of Education will make every reasonable effort to secure continued employment for C.U.P.E. 1572 employees of The Wentworth County Board of Education who were in its employ at the time of amalgamation on terms and conditions of employment which are as similar as possible to those existing prior to amalgamation.

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1572
(CUSTODIAL AND MAINTENANCE UNIT)**

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