

4661

SOURCE	Board		
EFF.	92	12	01
TERM.	93	11	30
No. OF EMPLOYEES	133		
NOMBRE D'EMPLOYÉS	52		

THIS AGREEMENT MADE THIS 28th DAY OF JUNE, 1993

BETWEEN

THE **BRANT** COUNTY BOARD OF EDUCATION
(hereinafter called the "Board")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 282
PLANT OPERATIONS
(hereinafter called the "Union")

JUL 16 1993

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MEMORANDUM OF AGREEMENT

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THE AGREEMENT MADE THIS 28th DAY OF JUNE 1993.

BETWEEN : THE **BRANT** COUNTY BOARD OF EDUCATION
(hereinafter called the "**Board**")

of the first part:

AND CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 282
(hereinafter called the "Union")

of the second part.

ARTICLE 1 - GENERAL PURPOSE

- 1.1 Whereas in the interest of the efficient conduct and administration of the Board's affairs, it is desirable that there shall be harmonious relations; fair and reasonable remuneration shall be paid for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge, and seniority in the service. This Agreement is entered into by the Parties hereto in order to provide for orderly collective bargaining relations between the Board and its employees. It is the desire of both Parties to co-operate in maintaining a mutually satisfactory relationship between the Board and its employees.
- 1.2 Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

ARTICLE 2 - RECOGNITION & COVERAGE

- 2.1 The Board **recognizes** the Canadian Union of Public Employees as the exclusive bargaining agent for all employees engaged in maintenance services and plant operations, save and except caretaking and maintenance supervisors and persons above the rank of caretaking and maintenance supervisors, office staff, persons regularly employed for less than twenty (**20**) hours per week, and students employed during the school vacation period.
- 2.2 Supervisory staff, including and above the level of caretaking and maintenance supervisors, shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, performing minor repairs, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any employee.
- 2.3 Temporary Worker - A person employed for the purposes of replacing an employee absent due to sickness, accident or other approved absence or leave, or of performing a temporary maintenance assignment during the months of July and August. Such persons shall not be entitled to accrual of seniority or fringe benefits in excess of what is stipulated by the Employment Standards Act. Temporary workers shall not be engaged for periods beyond sixty (**60**) consecutive calendar days without the approval of the Executive of the Union. Notwithstanding the above, the opportunity for maintenance assignments shall be first granted to qualified pool personnel.

ARTICLE 2 - RECOGNITION AND COVERAGE (CONTINUED)

- 2.4 Union-Board Committee - The Parties agree to form a Union-Board Committee consisting of up to four representatives from each Party. This Committee shall meet as mutually determined by the Parties to discuss matters of mutual concern. This Committee shall not by-pass the Grievance Procedure or supercede the Collective Agreement. The Board will be responsible for recording agreed matters and any commitments made by either Party, and circulating these to the representatives on the Committee.

ARTICLE 3 - DISCRIMINATION

- 3.1 Each of the Parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union.

ARTICLE 4 - CORRESPONDENCE & UNION DUES DEDUCTIONS

- 4.1 All correspondence from either party to the other, arising out of or incidental to this Agreement, shall be forwarded to the Superintendent of Business & Treasurer, and the Administrator of Human Resources or to the Recording Secretary (of the Union).
- 4.2 The Board will advise the Union of the names and addresses of all new employees within thirty (30) days of their employment.
- 4.3 The Board shall deduct each month from the pay of each employee an amount equal to the regular monthly Union dues. Students shall not be deducted Union dues for the months of May, June, July and August, but shall pay dues in any other month where the number of hours worked in one week totals twenty (20) hours or more.
- 4.4 All sums deducted pursuant to Section 4.3 will be remitted to the Treasurer of Local 282 not later than the 15th day of the month following, accompanied by a list in duplicate of employees in respect of whom deductions have been made.

ARTICLE 5 - SENIORITY AND STAFF CHANGES

- 5.1 Seniority shall be established on the basis of the date upon which the employee concerned commenced employment with the Board.
- 5.2 There will be two types of seniority, with all employees in the bargaining unit divided into two (2) groups, as follows:
GROUP 'A' - which shall include all employees having classified seniority in Maintenance - Truck Driver, Maintenance Worker, Maintenance Trades.
GROUP 'B' - which shall include all employees having classified seniority in Custodial service - Caretaker, Cleaner.

ARTICLE 5 - SENIORITY AND STAFF CHANGES (CONTINUED)

Each employee shall be carried in, and hold rights in, only one classified seniority group at one time; however, for purposes of lay-off or applications for positions, the total seniority with the Board shall be counted.

- 5.3 Seniority Lists will be issued by the Board to the Union Secretary by February 1st of each year, showing the seniority of all employees up to and including December 31st of the previous year. One seniority list shall be sent to each elementary and secondary school, and to the Maintenance Building. The Board will also provide the Union with sufficient copies for each employee.
- 5.4 New employees shall be on probation during the first fifty (50) days worked and during that period shall have no seniority rights. The probationary period may be extended for twenty (20) days worked. Such extension to be mutually agreed upon by the parties.
- 5.5 An employee who is absent from work due to sickness, accident or approved leave of absence shall not lose seniority rights, subject to Article 5.6.
- 5.6 An employee's seniority shall be lost for the following reasons:
- (i) Dismissal for just cause;
 - (ii) Voluntary resignation;
 - (iii) Retirement;
 - (iv) Absence without permission unless a just reason is submitted upon return to work;
 - (v) Off from work due to lay-off for more than one year for an employee with less than five years of seniority and off from work due to lay-off for more than two years for an employee with five or more years of seniority;
 - (vi) Off from work due to illness for the greater of cumulative of sick leave or one year for an employee with less than four years of seniority and off from work due to illness for the greater of cumulative sick leave or two years for an employee with four or more years of seniority.
- 5.7 If an employee is awarded a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, such return shall not result in the lay-off or bumping of any employee, and their seniority would resume effective with the date of their return to the unit. Employees temporarily transferred to positions outside the bargaining unit shall suffer no loss of seniority for the first six (6) months of such transfer. Lost time will be shown on each succeeding seniority list.

ARTICLE 5 - SENIORITY AND STAFF CHANGES (CONTINUED)

5.8 (a) Except as provided in 5.8 (b), the Board agrees that within a two-week period any vacancy or new position which occurs in any occupation coming within, or which should come within, the scope of this Agreement, including Lead Hand positions, will be posted in bulletin form in all schools, administrative offices, and in the Maintenance Department for at least ten (10) days prior to the filling of such position, in order that all employees will know of the vacancy or new position and will be able to make written application (by certified mail or by letter delivered to the Human Resources Department at the Education Centre, in which case receipt for the letter shall be issued) to the Administrator of Human Resources or designate. Vacationing employees may register, in writing, in advance, their interest in applying for an anticipated posting.

For all vacancies for positions in the Plant Operations Department above the rank of Lead Hand and below the rank of Controller of Plant, notification in writing shall be sent to each school and to the Maintenance Building.

(b) The Board will have the right to hire new personnel for any additional placements in the Caretaking Pool.

5.9 In making staff changes, qualifications and ability being equal, the applicant senior in service shall be appointed. Appointments from within the groups shall be posted and filled within thirty (30) days of the closing of the posting period, as provided in 5.8 hereof. Any objections by the Union to staff changes shall be construed as a difference between the parties bound by this Agreement.

5.10 Should there be no applications for a vacancy or a new position, the Board will transfer a capable employee (who has completed their probationary period) from the Pool to fill such vacancy, it being understood that seniority will be given consideration in reverse order by the Board when such transfer is made, except that senior probationary employees shall be transferred from the Pool if all employees in the Pool are on their probationary period.

If a vacancy or new position is filled pursuant to the foregoing, it is understood that in recognition of those who would have applied for the position but could not, subject to Article 5.12, the Board will **repost** the position six (6) months after filling the position.

5.11 (a) In the case of the absence of an employee, the Board shall endeavour to appoint a suitable temporary replacement. The Board will first attempt to fill the position with a suitable temporary replacement from the Pool; however, if there is no replacement available from the Pool the Board may employ a temporary worker pursuant to Article 2.3.

(b) When an employee relieves in a higher classified position in or out of the bargaining unit for more than one (1) work day, they shall receive the rate of pay for that position, plus any responsibility allowance, this rate being retroactive to day one and pro-rated if applicable.

ARTICLE 5 - SENIORITY AND STAFF CHANGES (CONTINUED)

- 5.11 (c) Where the absence referred to above is due to illness, accident, or an approved leave extending beyond one week, the representative of the Board will consult with the Union, through the Secretary, before determining whether the temporary vacancy will be posted under Section 5.8 or dealt with under Section 5.10 above. Notwithstanding the foregoing, a temporary seasonal position (e.g. Maintenance Worker - Grounds) shall be posted in accordance with section 5.8 (a), and such position shall be subject to section 5.15 of the Agreement and shall not be more than six (6) months in duration.
- (d) When an employee who was absent from work due to an accident or approved leave is ready and capable to assume their normal duties, they shall return to their previously assigned position within the bargaining unit.
- (e) When an employee who was absent due to sickness is ready and capable to assume their normal duties prior to the greater of the exhaustion of their sick leave or one year, they shall return to their previously assigned position within the bargaining unit.
- 5.12 The successful applicant for the job posting will remain in the posted job for a period of twelve (12) months before being allowed to apply for another job posting. The starting date for the twelve (12) month period shall be the closing date of the job posting. The foregoing restriction shall not apply to positions in any additional new schools.
- 5.13 The successful applicant will commence duties and assume responsibility for the position awarded. When a job posting is filled by whatever means, anyone in the same classification in that particular location shall select the shift of their preference according to seniority, providing this is exercised only once for the particular job posting and within one (1) week.
- 5.14 All maintenance personnel shall operate out of the Maintenance Building.
- 5.15 Notwithstanding 5.12, an employee who is awarded the position through the job posting procedure will be given a trial period of twenty days worked in the new position. The trial period may be extended by a further twenty days worked with the mutual consent of the parties. Within two (2) work days of the expiration of the trial period, the Board or the employee may decide that the employee is not suited to the new position, and in such a case they shall be returned to their previous position. An employee may exercise this option no more than twice in a twelve (12) month period. Acting positions are exempt from the twice yearly restriction.
- 5.16 A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

ARTICLE 5 - SENIORITY AND STAFF CHANGES (CONTINUED)

- 5.17 Both **Parites recognize** that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, an employee about to be laid off may bump any employee with less seniority providing that the employee exercising the right is qualified to perform the work of the less senior employee. An employee receiving notice of lay-off must indicate within ten (10) working days that they wish to accept the lay-off or bump another employee.
- 5.18 Employees qualifying for recall shall be recalled in the order of their seniority, provided they have the qualifications to perform the work available.
- 5.19 New employees shall not be hired until those laid off during the preceding twelve (12) months have been given an opportunity of recall.
- 5.20 Unless legislation is more favourable to the employee(s), thirty (30) calendar **days'** notice of lay-off will be given. Should it not be possible to provide work during the thirty (30) days the laid-off employee shall be paid their regular rate of pay for the days they would normally have worked during the thirty (30) calendar days.

ARTICLE 6 - RESERVATION OF MANAGEMENT RIGHTS

- 6.1 The management of the Board's operations and the direction of its employees shall continue to be vested exclusively with the Board, and shall, among other things, include the right to hire, discharge, promote, demote, and discipline employees. The exercise of these functions shall be subject to the right of the employee to grieve to the extent and manner provided herein if any of the provisions of this Agreement are violated.

ARTICLE 7 - RESERVATION OF EMPLOYEE RIGHTS

- 7.1 All employees, during the term of this Agreement, shall continue to enjoy all the rights, benefits and privileges with respect to salary or wages, holidays, vacations, sick pay, leave of absence, fringe benefits, overtime work, pensions and retirement gratuities, as provided by this Agreement in addition to those rights, benefits or privileges provided by Board Policies and/or required by government legislation.

ARTICLE 8 - 'GRIEVANCE PROCEDURE

- 8.1 It is the mutual desire of the Board and the Union that the complaints of employees shall be adjusted as quickly **as possible**, and it is understood that an employee has no grievance until they have first given to the Controller of Plant (or, in their absence, their superior) an opportunity to adjust the employee's complaints.

It is further understood that an employee who uses avenues other than the Grievance Procedure contained in Article 8 to rectify a complaint or grievance may prejudice their complaint or grievance or arbitration procedure.

ARTICLE 8 - GRIEVANCE PROCEDURE (CONTINUED)

- 8.2 An employee who has a complaint other than one entailing a monetary settlement must bring that complaint to the attention of the Controller of Plant (or, in their absence, their superior) within five (5) working days of when the employee became or ought reasonably to have become aware of the circumstances which gave rise to the complaint. The Controller of Plant (or, in their absence, their superior) shall verbally reply to the complaint within five (5) working days from the presentation of the complaint.
- 8.3 The time limits provided under the grievance procedure may be extended by mutual agreement of the parties.
- 8.4 Any complaints or grievance concerning or affecting a group of employees shall be originated under Step No. 1.
- 8.5 Any policy or grievance arising directly between the Board and the Union shall be originated under Step No. 1.
- 8.6 All decisions agreed upon between the Board and the Union shall be final and binding upon the Board, the Union, and the employee or employees concerned.
- 8.7 In discussing their complaint, the employee shall be allowed time off during working hours, provided this occurs between normal business hours (9:00 a.m. - 5:00 p.m.), and shall be accompanied by an officer of the Union.
- 8.8 Failing settlement when an employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of the Agreement, the employee shall reduce the grievance to writing, stating the nature of the grievance, the Article or Articles allegedly violated, the redress sought, sign the grievance, and then, within five (5) working days of the verbal reply in 8.2 above, submit the grievance to the Administrator of Human Resources or designate, following which the grievance will be processed in the following manner and sequence:

Step No. 1 - The Administrator of Human Resources or designate, shall convene a meeting with the Union Grievance Committee and grievor in an effort to resolve the grievance. The meeting will be held within three (3) working days of the receipt of the grievance. The Administrator of Human Resources or designate, shall render a decision in writing within three (3) working days after the meeting.

ARTICLE 8 - GRIEVANCE PROCEDURE (CONTINUED)

8.8 Step No. 2 - Failing a settlement in Step No. 1, the Union's Grievance Committee may refer the matter to the Board within five (5) working days of receiving the decision in Step No. 1; and the Grievance Committee (which at this stage may consist of five (5) employees, one of whom may be the complainant) shall be granted a hearing at the next regular meeting of the Board which, in any event, shall be held not later than four (4) weeks after receiving the written grievance, and at which time the written record of the grievance shall be presented. A National Representative of the Union may be present at the request of either party. The decision of the Board shall be given, in writing, within five (5) working days following the meeting.

In the case of a Policy Grievance of the Board, the grievance shall be sent by registered mail to the Recording Secretary of the Union, and the parties shall meet at the next regular meeting of the Board which, in any event, shall be held not later than four (4) weeks after receiving the written grievance. The decision of the Union shall be rendered no later than five (5) working days following the meeting.

8.9 Failing a settlement under Step No. 2 of any difference between the parties arising from interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is **arbitrable**, such difference may be taken to arbitration as provided in Article 9 herein, and if no written request is received within one (1) calendar month after the decision in Step No. 2 is given, it shall be deemed to have been abandoned.

ARTICLE 9 - ARBITRATION

9.1 Either of the Parties may notify the other Party in writing of its desire to submit a matter (as outlined in Article 8.9) 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, inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chair within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

9.2 Each of the parties hereto shall bear the expenses of the Arbitrator appointed by it, and the parties shall bear jointly and equally the expenses of the Chairman of the Arbitration Board.

9.3 The Board of Arbitration, appointed pursuant to the provisions of this Agreement, has no jurisdiction to alter, amend, set aside, add to or delete from, any of the provisions herein contained, or to render any decision which is inconsistent with the provisions of this Agreement.

ARTICLE 9 - ARBITRATION (CONTINUED)

- 9.4 In determining any grievance arising out of discharge, the Board of Arbitration may dispose of the claim by affirming the Board of Education's action and dismissing the grievance, or by setting aside the discharge involved and restoring the **grievor** to their former position with or without compensation, or in such other manner as may, in the opinion of the Board of Arbitration, be justified.

ARTICLE 10 - NO STRIKE AND NO LOCKOUT

- 10.1 The Union agrees that it will not cause, direct, or consent to any illegal strike or slowdown on the part of the employees represented by the Union, and that if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties and to resort to the Grievance Procedure established herein for the settlement of any complaint or grievance.

The Board agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 11 - DISCHARGE AND SUSPENSION CASES

- 11.1 Any employee covered by the Agreement may be discharged only upon authority of the Board. The Controller of Plant, the Manager of Maintenance or the Manager of Custodial Services (when instructed) may suspend an employee. Such employee and the Union's Secretary shall be advised promptly by telephone and confirmed by letter, outlining reasons for suspension or recommendation for discharge. Notification of suspension or recommendation for discharge shall be given to the Board at its next regular meeting.
- 11.2 When a supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact a Union Official who may be present at the interview. In addition, the Board shall notify the Union in advance of the purpose of the interview.
- 11.3 An employee who considers they have been wrongfully discharged, suspended or demoted shall be entitled to file a grievance under Article **8.8**, Step 1 within five (5) working days of the circumstances which led to the grievance or complaint having been brought to the attention of the employee concerned.
- 11.4 Should it be found, upon investigation, that any employee has been unjustly suspended or- discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all lost time and earnings. In considering the discharge of a probationary employee, the Arbitrator or Arbitration Board shall apply a lower standard than applies for discharging an employee who has completed the probationary period.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.1 (a) Normal hours of work shall be eight (8) hours per day, five (5) days per week, Monday to Friday, for a total of forty (40) hours per week. By mutual consent of the parties hereto, certain employees may be permitted to work fewer than forty (40) hours per week when assigned to school buildings which require fewer than forty (40) hours of care-taking time per week according to the Work Schedule, as determined by the Controller of Plant.

The normal daily hours shall be worked between the hours of 7:00 a.m. and 5 p.m., with a minimum of one-half (1/2) hour to a maximum of two (2) hours for the meal period, as required by the Work Schedule.

It is agreed that regular shifts may be scheduled at other than normal hours.

The assignment of employees to regular shifts, other than through job postings, shall be scheduled and posted at least two weeks in advance.

An employee's shift preference shall be exercised in relation to that employee's seniority.

(b) During Summer Recess and during the Christmas and Mid-Winter breaks, the hours of work for Caretaker and Cleaners shall be 7:00 a.m. to 3:30 p.m., with a one-half hour meal period. On teachers' professional activity days there shall be a one (1) hour lunch period and, subject to the approval of the Superintendent of Business and Treasurer or designate, there shall be a one (1) hour lunch period on examination days.

Summer Recess - Defined as commencing on the first Monday following the last school day (including teachers' professional activity days) in June, and ending on the Friday preceding the return of the students to school in September.

An employee may remain on his regular shift during Christmas and Mid-Winter breaks subject to the approval of the Controller of Plant and provided the request is submitted in writing at least one week in advance.

(c) An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of a shift.

(d) Where an employee has accumulated sick-leave credits and where the employee must leave work due to personal illness, provided that the employee has been at work for at least two hours, there shall be no deduction from the accumulated sick leave credits for the first half day of absence.

12.2 All time worked in excess of eight hours per day and forty hours per week shall be deemed overtime and shall be paid at the rate of time and one-half, except as provided in Section 12.3 hereof.

ARTICLE 12 - HOURS OF WORK AND OVERTIME (CONTINUED)

12.3 In any given 7-day period for employees who have completed forty regular hours of work during the first five days of the period, all overtime worked after 6:00 p.m. on the 6th day plus any overtime worked on the 7th day shall be paid at the rate of double time.

12.4 Authorization for overtime in schools shall come from the immediate supervisor or, in their absence, higher authority.

12.5 Employees willing to work overtime may register their willingness to accept overtime assignment in their normal line of duty with the Controller of Plant. This shall be renewed yearly in September. Management will make every reasonable attempt, where practical, to share overtime among the employees so registered. Management will retain the right to assign overtime work to any employee, whether or not so registered with the Controller of Plant.

12.6 All employees covered by this Agreement shall be paid a shift bonus when required to work an 8-hour shift on either the afternoon shift or night shift, Monday to Friday.

The afternoon shift shall be defined as from 4:00 p.m. until midnight, and the bonus payable when 50% or more of the 8-hour shift is worked during this period shall be 50 cents per hour.

The night shift shall be defined as from 12 o'clock midnight until 8:00 a.m., and the bonus payable when 50% or more of the 8-hour shift is worked during this period shall be 50 cents per hour.

In the case of both the afternoon and night shifts, a one-half hour lunch period shall be included within the 8-hour shift.

All employees required to work any weekend shift, included in their regular five-day work period, shall be paid at the rate of time and one-half for that 8-hour shift.

A weekend shift means any shift where 50% or more of the eight hours occurs between the hours of 8:00 a.m. Saturday and 12 midnight Sunday.

12.7 An employee who is called back to work outside their regular working hours shall be paid for a minimum of two hours at overtime rates.

Call Back - shall be defined as responding to emergency or unusual occurrences requiring an unscheduled return to duty which was not known by the employee at the conclusion of the last shift or work period. Call backs shall be authorized only by supervisory personnel of the Plant Operations Department.

ARTICLE 13 - PAID HOLIDAYS

- 13.1 The Board will **recognize** as paid holidays: New Year's Day, Heritage Day (when proclaimed), Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and three float days. The float days shall be given during the Christmas Break to provide a Christmas shutdown.
- 13.2 Employees who are working the last scheduled working day prior to Christmas Day shall be excused for the final two **(2)** hours of the scheduled shift, provided that the last scheduled working day is not a regular school day. If the last scheduled working day is a regular school day, the time shall be taken at a time mutually agreed upon between the Union and the Board.
- 13.3 All employees covered by this Agreement shall be paid for overtime at double time if required to work on the above-listed holidays. The above overtime payment would be in addition to being paid for the holiday in question.

ARTICLE 14 - VACATIONS

- 14.1 Every employee, after one year of service, shall be granted two weeks' vacation with pay. After three years of service, employees will be granted three weeks' vacation with pay, and after nine years of service will be granted four weeks' vacation with pay. After eighteen years of service, five weeks' vacation with pay will be granted.
- Effective September **16th, 1978**, after twenty-five years of service, one additional day of vacation will be granted for each year of service, to a maximum of five days, until normal retirement.
- Effective September **1, 1991**, the foregoing shall be amended to provide that after twenty-five years of service, six **weeks'** vacation with pay shall be granted and after thirty years of service, one additional day of vacation will be granted for each additional year of service to a maximum of five days, until normal retirement.
- 14.2 For purposes of establishing vacation entitlement, the cut-off date shall be August **31st**.
- 14.3 A permanent employee leaving the service at any time in the vacation year before they have their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Retiring employees shall receive vacation entitlement for the full year, provided at least ten **(10) months have** been worked in the current vacation year.

ARTICLE 14 - VACATIONS (CONTINUED)

- 14.4 If a statutory or proclaimed holiday falls or is observed during an employee's vacation period, they will be granted an additional **day's** vacation for each such holiday but in no case may such days be taken on school days without permission. If, during an employee's vacation period, the employee qualifies for leave of absence pursuant to Article 16.4 or is **hospitalized**, there shall be no reduction in vacation period because of the leave or **hospitalization**. The period of vacation so displaced shall be reinstated for use at a later date. The employee shall be required to provide a doctor's certificate to verify the period of **hospitalization**.
- 14.5 An employee normally entitled to receive an afternoon or night shift bonus shall receive such bonus as part of their vacation pay, irrespective of the fact that during summer recess or school breaks they may be assigned to a day shift as provided in Article 12.1 (b).
- 14.6 As a general rule, vacations will be scheduled during the months of July and August each year. Employees will notify the Controller of Plant of desired vacation dates by May 1st of each year and will receive approval within thirty (30) calendar days. Employees will be granted choice of dates during the July-August period by seniority. Employees with more than three weeks' annual vacation may be limited to three weeks' vacation during the July-August period, with the balance to be taken at other times of the year as arranged with management. Employees requesting alternative dates to these will make application to the Controller of Plant, stating the reason therefore, and he will give sympathetic consideration to such request. The final decision of the Controller of Plant will be binding.
- 14.7 Where work of a major nature occurs in a school, every reasonable effort will be made to allow the employees concerned their regular vacation period, as requested by the employee, and such employee shall be given reasonable notice.

ARTICLE 15 - CUMULATIVE SICK LEAVE

- 15.1 A cumulative sick leave plan has been established for all employees covered by this Agreement, as follows:

Part 'A' - For employees of the Board employed before September 16th, 1977, a yearly maximum of twenty-six (26) days applies to year-round staff members (including probationary employees). 100% of the unused days each year are accumulated to a possible sick leave total of two hundred and sixty (260) days. After five (5) years of service with the Board and having accumulated two hundred and sixty (260) days, 50% of the annual unused leave allowance, to the nearest half day, may be accumulated, to a maximum of one hundred (100) additional days, making the maximum possible accumulation three hundred and sixty (360) days. This additional coverage became effective September 1st, 1973.

ARTICLE 15 - CUMULATIVE SICK LEAVE (CONTINUED)

15.1 Part 'B' - For employees of the Board employed on or after September 16th, 1977, a yearly maximum of eighteen days (18) (and twenty (20) days effective September 1, 1989) applies to year-round staff members (including probationary employees). 100% of the unused days each year are accumulated, to a possible sick leave total of two hundred and sixty (260) days.

The number of accumulated sick leave days will be shown annually (in September) to each employee.

15.2 (a) A Retirement and Sick Leave Gratuity has been approved for employees based on unused Cumulative Sick Leave Credits, up to a maximum of two hundred and sixty (260) days, to be based on the following formula:

Part 'A' - For employees of the Board employed before September 16th, 1977 - -

$$\frac{\text{Unused C.S.L.}}{260} \times 50\% \text{ of Salary}$$

Part 'B' - For employees of the Board employed on or after September 16th, 1977 and up to and including August 31st, 1989 --

$$\frac{\text{Unused C.S.L.}}{260} \begin{array}{l} \times 50\% \text{ of Salary for 20 years' service} \\ \times 40\% \text{ of Salary for 15 years' service} \\ \times 30\% \text{ of Salary for 10 years' service} \\ \times 20\% \text{ of Salary for 5 years' service} \end{array}$$

Part 'C' - For employees of the Board employed on or after September 1st, 1989 - -

$$\frac{\text{Unused C.S.L.}}{260} \times 20\% \text{ of Salary}$$

A retiring employee may request that such payment be scheduled over an extended period save that payment must commence within one year of retirement and be completed within three years of retirement.

(b) This plan will apply to those employees:

A - (i) who are compelled to retire because of a complete disability to engage in any employment with the Board, as certified to by a duly qualified physician or surgeon.

OR

B - (i) who are at least fifty-three (53) years old, and

(ii) who are retiring on a pension, payment of which would commence within twelve (12) months from the day of such retirement, and

(iii) who have been employed on the staff of the Board for a period of five (5) years or more of continuous service.

ARTICLE 15 - CUMULATIVE SICK LEAVE (CONTINUED)

- 15.2 (c) In the event of the death of a retired employee, any allowance or benefit for which they are eligible under the Retirement Gratuity Plan and which remains unpaid shall be paid to the employee's estate.
- (d) In the event of the death of an employee, a sick leave credit gratuity payment equivalent to the applicable formula of Section 15.2 (a) will be paid to their estate. This provision will apply to all employees who have had a minimum of five (5) years' service with the Board.
- 15.3 Accidents Covered by Workers' Compensation: An employee who is injured in the course of their duties will have their Workers' Compensation salary award supplemented from their sick leave account to provide for payment of their full salary, until the employee's sick leave credits have been exhausted. In the event that an employee does not wish to use their sick leave credits in this manner, they shall receive their Workers' Compensation salary award, and there shall be no deduction from their sick leave credits. Written notification selecting this latter option must be given to the Board's business office at the time the accident is reported.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.1 The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board or with respect to a grievance, they shall suffer no loss of pay for the time so spent. At the conclusion of a negotiating session and when hours remaining in the work day are less than three (3) hours, an employee shall not be required to return to work.
- 16.2 Leave of absence without pay and without loss of sick leave credits or seniority shall be granted upon request to the Board to employees elected or appointed to represent the Union at **recognized** Union conventions or conferences. In addition, up to ten (10) days leave of absence per Agreement year shall be granted for local Union business, and such leave shall be without pay and without loss of sick leave credits or seniority. An employee on any of the foregoing leaves shall receive the pay and benefits provided in this Agreement. However, the Union shall reimburse the Board for all pay and benefits for the period of absence.
- In addition to the above, the Board will grant up to two (2) employees per year (successful candidates for labour college and/or for **recognized** union education courses) two (2) months leave of absence without pay, provided such leave does not interfere with the efficiency of the Board's operation.
- 16.3 Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, upon application will be granted leave of absence without salary, benefits, and loss of seniority, by the Board for a period of up to one year. Such leave shall be extended annually, upon request, up to a maximum of five years.

ARTICLE 16 - LEAVE OF ABSENCE (CONTINUED)

16.4 The following absences will be with pay and without loss of sick leave credits or loss of seniority:

(a) Bereavement

A total of up to five (5) working days may be allowed per bereavement of the following: father, mother, step-parent, spouse, child, or step-child. A total of up to three (3) working days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or other person in loco parentis or any relative who lived in the home. One (1) day may be allowed to attend the funeral of a grandparent-in-law.

In case of extenuating circumstances, application may be made to the Administrator of Human Resources, or designate, for additional time under this Article. For any working days which fall in this period and for which approval is granted, there shall be no deduction of pay.

(b) Examinations and Convocations

An employee, with the prior approval of the Administrator of Human Resources or designate, may be absent from duty without loss of salary by reason of examinations and convocations as follows:

(i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted.

In addition to the half-day mentioned in the foregoing one half-day shall be allowed for travelling if necessary.

(ii) A half-day period is granted for an employee to attend their own graduation ceremony, or those of their son, daughter, husband, wife or fiance.

In addition of the half-day period mentioned in the foregoing, one half-day shall be allowed for travel if necessary.

16.5 Pregnancy/Parental Leave
Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act.

16.6 An employee may be entitled to a maximum of one (1) year leave of absence without pay, and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and shall not be denied without just cause.

16.7 The Board shall grant leave of absence without loss of seniority or benefits for an employee who is absent from duty by reason of a summons to serve as a juror or of a **subpoena** as a witness in any proceedings to which they are not a party or one of the persons charged. The Board shall pay such an employee their full pay provided such employee pays to the Board any fee, exclusive of travelling allowances and living allowances, received as a juror or witness. The employee will present proof of service and the amount of pay received.

ARTICLE 16 – LEAVE OF ABSENCE (CONTINUED)

- 16.8 One (1) day only per school year will be allowed for moving. It shall not apply to an employee who has submitted their resignation. Such leave shall be charged to the employee's cumulative sick leave credits.
- 16.9 An employee who is quarantined or otherwise prevented by an order of the Medical Health Authority from attending their duties because of exposure to a communicable disease shall be absent from duty without loss of sick leave credit or loss of salary.

ARTICLE 17 – PAYMENT OF WAGES

- 17.1 The present practice of paying salaries every second Friday shall continue, as well as the present method of itemizing deductions on the statement portion of the pay cheque.

ARTICLE 18 – FRINGE BENEFITS

18.1 Extended Health Care Plan

The Board will pay 90% of the premium cost of an Extended Health Care Plan for each employee participating in the Plan. The Plan shall include provision for Vision Care with a maximum payment of \$150.00 every two years for employee and spouse and \$150.00 every year for a dependent child.

18.2 Group Life Insurance Plan

The Board will pay 90% of the premium cost for each employee participating in the Group Life Insurance Plan, for an amount equal to two and one-half times their annual salary to the next one thousand dollars (\$1,000.00).

18.3 Dental Plan

The Board will pay 90% of the premium cost for each employee participating in Dental Plan equivalent to Blue Cross Number 9 with Rider #2 (\$2,000.00 life time maximum and 50% co-insurance) and with Rider #3 (\$1,000.00 life time maximum and 50% co-insurance). The Ontario Dental Association Schedule of Fees, for dental services provided by general practitioners, shall each January 1 be amended to provide for the previous year's Schedule.

18.4 Long Term Disability Plan

The Board will pay 90% of the premium cost of a Long Term Disability Plan. The Plan shall provide for benefits of 66 2/3% of earnings to a maximum of \$2,000.00 per month. The waiting period shall be the later of one hundred and twenty (120) days or the expiration of an employee's cumulative sick leave.

ARTICLE 18 - FRINGE BENEFITS (CONTINUED)

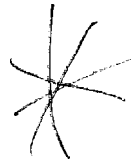
- 18.5 If the Board decides to change carriers of any of the above benefits they shall first advise the Union.
- 18.6 Disability Transfer Benefit
Any employee who becomes unable to work to advantage, owing to age or other good cause that a medical examination reveals, shall be given preference to such light work as is available and which they may be able to do at the salary payable for that job.
- 18.7 If the premium paid by the Board for any fringe benefits pursuant to this Article is reduced as a result of any legislation, the amount of the saving shall be used to increase other benefits and/or to introduce new benefits available to the employees, as may be mutually agreed between the parties.
- 18.8 **OMERS** shall be in accordance with the applicable legislation.
- 18.9 The Board agrees to administer the Registered Retirement Savings Plan (**R.R.S.P.**) provided by **Equion** Securities Limited. The participating employee agrees to pay **100%** of the contribution to their individual plan.

ARTICLE 19 - RETIREMENT AGE

- 19.1 The normal retirement age of employees is sixty-five years of age.

ARTICLE 20 - SAFETY

- 20.1 The Board shall continue to observe all reasonable precautions for the safety of its employees and shall supply such safety equipment as is necessary. All employees shall co-operate with the Board in the prevention of accidents, damage and fire on Board property, and shall from time to time make recommendations to the Board as to the prevention of accidents, damage and fire on Board property.
- 20.2 Clothing Allowance: The Board shall supply all new employees with the following:
- (i) Five **(5)** shirts or smocks - to be replaced as required upon surrender of the worn-out shirts or smocks.
 - (ii) Four **(4)** trousers or slacks - to be replaced as required upon surrender of the worn-out trousers or **slacks**.
 - (iii) In addition to the foregoing, the Board shall supply Truck Drivers with one **(1)** winter weight jacket, one **(1)** lightweight jacket and one **(1)** cap - to be replaced as required upon surrender of the worn-out jackets or cap.



ARTICLE 20 - SAFETY (CONTINUED)

- 20.2 (iv) Safety Shoes or Boots: The wearing of safety shoes or boots shall be compulsory for all employees. Maintenance personnel shall be required to wear safety boots approved by the Canadian Standards Association. The Board shall pay a subsidy for each pair, to a maximum of two (2) pairs for the first year of employment and one (1) pair for each additional year of employment, as follows :
- For Caretakers and Cleaners up to \$65.00 effective December 1, 1991.
- For Maintenance Workers, Maintenance Trades and Truck Drivers up to \$75.00 effective December 1, 1991.
- On the purchase of safety shoes or boots, any quantity discounts will be to the benefit of the employee; however, employees shall be permitted to select the source of supply for their safety shoes or boots. Purchase receipts are to be presented to the Board's Purchasing Department, at which time payment of the employee's subsidy will be arranged.
- (v) Coveralls: One pair of coveralls for Maintenance Staff - to be replaced as required upon surrender of the worn-out coveralls.
- 20.3 Upon termination of employment, all Board shoulder patches, identification cards and keys will be immediately submitted to the Controller of Plant.

ARTICLE 21 - TERM OF AGREEMENT

- 21.1 The terms of this Agreement shall continue in effect from the 1st day of December, 1992, until the 30th day of November, 1993, and shall continue automatically thereafter for annual period of one (1) year each, unless either party notifies the other in writing within the period of four (4) months immediately prior to the expiration date, that it desires to amend this Agreement.
- 21.2 Negotiations shall begin within thirty (30) days following notification for amendment, as provided in the preceding paragraph.
- 21.3 If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current **expiry** date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should occur first.
- 21.4 Should negotiations pass the **expiry** date of the Agreement, wages shall be retroactive to November 30, 1993.
- 21.5 The Union and the Board desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Board shall pay the lesser of \$450 or one-half the cost of printing sufficient copies of the Agreement.

ARTICLE 22 - JOB SECURITY

- 22.1 In order to provide job security for members of the bargaining unit, the Board agrees that all work or services performed by the employees shall not be contracted out with the effect of causing a lay-off.
- 22.2 In the event of the introduction of new technology and/or the introduction of new machinery or equipment, the Board shall notify the Union at least sixty (60) days prior to such introduction and discussions will be held regarding the effects of such introduction.
- In the application of the foregoing, building environmental systems and work performed by maintenance staff shall be excluded.
- 22.3 Should the introduction of such technology require skills in addition to those possessed by present employees, then such training shall be provided at the Board's expense for those employees designated by the Board.
- 22.4 When it is necessary for the Board to close a school, those employees affected by the closure shall have the right to bump any employee appointed to positions under Article 5.10 or unfilled positions in the Caretaking Pool with no loss of bidding rights for future job post-ings.

ARTICLE 23 - SCHEDULES

- 23.1 Attached hereto and forming part of this Agreement is a Schedule of Wage Rates and Working Conditions, known as Schedule 'A'.

ARTICLE 24 - STAFF DEVELOPMENT DAY

- 24.1 One (1) day per year with pay shall be provided for the purpose of conducting a staff development program for all members of the bargaining unit. Selection of the date and content of the program for the Staff Development Day shall be determined after consultation with the Union.

IN WITNESS THEREOF each of the Parties has caused this Agreement to be signed by their duly authorized officials or representatives, as of the 28th day of June, One Thousand Nine Hundred and Ninety-Three.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 282 (MAINTENANCE SERVICES AND
PLANT OPERATIONS)

Thomas W. Oldham
President

Patricia Delap
Recording Secretary

Cristina Ferrand
Union Representative

Bill Ferrell
Chairman Negotiating Committee

Laurel C. Simon
Negotiating Committee

Barry W. Clarke
Negotiating Committee

*John Vos**
Negotiating Committee

J. Snear
Negotiating Committee

D. May
Negotiating Committee

(FOR THE BRANT COUNTY BOARD OF EDUCATION)

John Partridge
Board Chairman

E. Eym
Salary Committee Chairman

PCM/H
Director of Education & Secretary

George W. Murray
Superintendent of Business & Treasurer

SCHEDULE 'A'

1. WAGE RATES PER HOUR - EFFECTIVE DECEMBER 1ST, 1992, TO NOVEMBER 30TH, 1993

Basic Rate for:	<u>1st 50 Days Worked</u>	<u>Balance of 1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Caretaker	13.90	13.95	14.35	14.71
Cleaner	12.40	12.40	12.96	13.78
Truck Driver	14.49	14.54	14.92	15.30
Maintenance Worker	14.49	14.54	14.92	15.30
Maintenance Trades	15.66	15.70	16.10	16.47
Cost of Living Adjustment (C.O.L.A.) based on increase of September 1992 over September 1991 National C.P.I. with 4% trigger and 7% cap with any C.O.L.A. adjustment retroactive to December 1, 1991.				

2. CERTIFICATE ALLOWANCES

- (a) - Fourth Class Base Rate plus 15 cents per hour
- Third Class Base Rate plus 25 cents per hour

The Board agrees to pay 100% of the tuition fees on the successful completion of the requirements for a Fourth Class or Third Class Certificate.

- (b) - Trade Certificate required by the Board - 25 cents per hour.

Where using their certificate of qualifications as required by the Operating Engineers Act of the Province of Ontario, an employee will receive an additional allowance of 50 cents per hour.

3. RESPONSIBILITY ALLOWANCE

The Square Foot Area System:

- (a) Responsibility Allowance for Elementary School Caretakers (to be paid on a 40-hour basis)

Hours of Work Assigned to School and Rate Per Hour								
Hours	0-20	21-30	31-40	41-60	61-75	76-90	91-105	106 and Up
Rate	27¢	33¢	39¢	50¢	56¢	62¢	69¢	75¢

SCHEDULE 'A'

3. RESPONSIBILITY ALLOWANCE (CONTINUED)

(b) (i) The area of a building shall be taken as the total area on each floor within the exterior walls and **shall include** all areas used for any purpose that require housekeeping.

(ii) The number of caretaking personnel at a building shall be based upon a floor area not to exceed **19,500** square feet per caretaker requiring a forty **(40)** hour work week.

Caretaking personnel shall be relieved of all work outside the school building except for placing and removing water hoses, sprinkler **systems, etc., as** required for watering purposes in order to maintain lawns and gardens in good condition.

(c) The Schedule of the Number of Caretaking Hours per week for The **Brant** County Schools shall be as per the attached Schedule '**B**', subject to the provisions of Clause **(b)**, Item (ii).

4. LEAD HAND ALLOWANCE

- **60¢** per hour for leading two **(2)** employees; **95¢** per hour for three **(3)** to six **(6)** employees; **\$1.30** per hour for seven **(7)** or more employees. This allowance shall not be paid to employees being paid a Responsibility Allowance for Elementary School Caretakers.

5. ADDITIONAL VEHICLE ALLOWANCES

The Supervisor of Maintenance may **authorize** certain personnel to use their vehicles for purposes of carrying Board equipment and/or tools, etc. Where such **authorization** is made, an additional allowance of **\$35.00** per month shall be paid to the employee to compensate for wear and tear on the vehicle as a result of this use and an additional **\$35.00** per month for Maintenance employees **authorized** to use their trucks.

6. SHIFT PREMIUM

The shift premium for the afternoon shift shall be **45** cents and the night shift shall be **50** cents per hour.

SCHEDULE 'A'

7. MILEAGE ALLOWANCE

All employees shall be paid mileage as established by Board policy for **authorized** use of their own vehicle in carrying out the business of the Board. The Board agrees that the use of an employee's vehicle shall not be compulsory.

8. RESPONSIBILITY CARETAKER

For clarification purposes a Responsibility Caretaker is a person who receives the responsibility allowance based on the square footage and total hours of work assigned to their school.

SCHEDULE 'B'

1. NUMBER OF CARETAKING HOURS PER WEEK FOR ELEMENTARY SCHOOLS

<u>School</u>	<u>Square Footage</u>	<u>Caretaking Hours @ 19,500 sq. ft. Per Caretaker</u>
Banbury	40,663	83.41
Bellview	27,343	56.09
Bethel	11,900	24.41
F. C. Bodley		(Contracted)
Branlyn-Notre Dame	69,784	143.15
Brier Park	29,850	61.23
Cainsville	17,018	34.91
Cedarland	30,875	63.33
Centennial	27,168	55.73
Central (Brantford)	19,927	40.88
Coronation (Brantford)	28,045	57.53
Coronation (Burford)	20,387	41.82
T. B. Costain	16,478	33.80
Dufferin	31,980	65.60
Echo Place	17,540	35.98
Fairview	19,860	40.74
Farringdon	11,856	24.32
Glen Morris	13,090	26.85
Graham Bell	31,546	64.71
Grandview	30,225	62.00
Grand Woodlands	11,180	22.93
Greenbrier	20,831	42.73
Harley-Northfield	16,600	34.05
A. G. Hodge	16,852	34.57
James Hillier	23,985	49.20
Jane Laycock	9,365	19.21
Joseph Brant	16,250	33.33
King George.	34,750	71.28
Lansdowne	23,167	47.52
Major Ballachey	40,248	82.56
Maple Avenue	11,774	24.15
Mt. Pleasant	20,387	41.82
North Ward	22,286	45.71
Onondaga-Brant	16,313	33.46
Paris Central	23,800	48.82
Prince Charles	28,208	57.86
Princess Elizabeth	22,532	46.22
Queen's Ward	10,922	22.40
Riverview	21,265	43.62
Russell Reid	23,624	48.46
Ryerson	16,302	33.44
St. George-Germans	20,465	41.98
Scotland	11,640	23.88
South Ward	9,448	19.38
Victoria	24,282	49.81
Woodman Drive	19,526	40.05

SCHEDULE 'B'

2. NUMBER OF CARETAKING HOURS PER WEEK FOR SECONDARY SCHOOLS

<u>School</u>	<u>Square Footage</u>	<u>Caretaking Hours @ 19,500 sq. ft. Per Caretaker</u>
Brantford Collegiate I. & V.S.	185,500	380.51
Burford District High School		(Contracted)
Herman E. Fawcett S.S.	96,100	197.17
North Park C.V.S.	157,000	322.05
Paris District High School	139,465	286.10
Pauline Johnson C.V.S.	154,000	315.90

For Secondary Schools, in addition to the above formula, one additional Caretaker shall be allowed for each 75,000 square feet of area.

3. NUMBER OF CARETAKING HOURS PER WEEK FOR OTHER LOCATIONS

<u>School</u>	<u>Square Footage</u>	<u>Caretaking Hours @ 19,500 sq. ft. Per Caretaker</u>
Education Centre	16,000	32.82
Maintenance Building	4,725	9.69
Teacher Resource Centre	18,655	38.27

4. NOTE: The number of hours in this schedule reflect the floor area of the permanent school structure and do not include portables. Portables will be entitled to two (2) additional hours per week each, and an additional ten (10) minutes per week for every portable above three (3).