

SOURCE	Brd.		
EFF.	87	10	01
TERM.	88	09	30
NO. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	150		

A G R E E M E N T

B E T W E E N

THE WELLINGTON COUNTY BOARD OF EDUCATION
 HEREINAFTER REFERRED TO AS THE "BOARD"
 OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES **CLC**
 & ITS AFFILIATE LOCAL **256**
 HEREINAFTER REFERRED TO AS THE "UNION"
 OF THE SECOND PART

October 1, 1987 to September 30, 1988

467402

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This AGREEMENT entered into this FIRST DAY OF OCTOBER 1987, and to be in effect until SEPTEMBER 30, 1988.

BETWEEN

THE WELLINGTON COUNTY BOARD OF EDUCATION - (Hereinafter Referred to As The "BOARD") - of The First Part.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES **CLC &** ITS AFFILIATE LOCAL 256 - (Hereinafter Referred to As The "UNION") - of The Second Part.

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and employees who are, subject to the provisions of this Agreement, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees.

ARTICLE 2 - SCOPE

- 2.01 The Board **recognizes** the Union as sole and exclusive bargaining agent for all employees of the caretaking and maintenance staffs of The Wellington County Board of Education, save and except supervisors, educational technicians, persons above the rank of supervisor, office staff and persons regularly employed less than twenty **(20)** hours per week.
- 2.02 Students employed during the school vacation period, unless they work more than either four **(4)** consecutive months or a total of six **(6)** months in a calendar year, shall be excluded from the bargaining unit.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of that employee's activity or lack of activity in the Union.

3.02 Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the article so requires.

"Shall" and "will" are deemed synonymous throughout.

ARTICLE 4 - RESERVATION OF MANAGEMENT'S RIGHTS

4.01 The Union acknowledges that it is the right of the Board within the terms of this Agreement to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, direct, transfer, classify, promote, demote or discipline employees' provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause may be subject to a grievance and dealt with as hereinafter provided.
- (c) Administer and manage all affairs of the Board.

ARTICLE 5 - NEGOTIATING COMMITTEE

5.01 The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of Board employees, and will **recognize** and deal with the said Committee with respect to any matter which may arise from time to time during the term of this Agreement. Five (5) members of the Negotiating Committee shall have the privilege of attending meetings with the Board held within working hours without loss of pay.

5.02 The Board and the Union agree to establish a Union Management Committee with meetings to be held at mutually agreed times.

ARTICLE 6 - GRIEVANCE COMMITTEE

6.01 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of Board employees and will **recognize** and deal with the said Committee with respect to any grievance which may arise during the term of this Agreement.

6.02 Any three (3) members of the Grievance Committee shall have the privilege of attending meetings with the Board held within working hours without loss of pay.

These said three (3) members of the Grievance Committee and the employee with the grievance, shall be allowed reasonable time off without loss of pay, upon receiving permission from the foreman, to attend the legitimate duties connected with processing of grievances.

ARTICLE 7 - ASSISTANCE OF THE UNION

7.01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance under the Agreement shall be defined as any difference or dispute between the Employer and any employee(s). When an employee is to be disciplined by any representative of the Board they must be accompanied by a representative of the Union Grievance Committee.

8.02 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until the employee has first given his/her immediate supervisor an opportunity to adjust the complaint. Replies to grievances shall be in writing at all steps. The same form shall be used at all steps of the Grievance Process.

8.03 Settling of Grievances - An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

8.04 Step 1 - If an employee is satisfied that he/she has a grievance that employee shall meet with the supervisor and present the grievance in writing no later than fifteen (15) days from the time of the alleged grievance and the employee may have the assistance of a member of the Grievance Committee or a Steward if so desired. The supervisor will give a written answer within two (2) working days, and failing a settlement satisfactory to the employee, Step 2 of the Grievance Procedure may be invoked.

8.05 Step 2 - If not settled in Step 1, the grievance will within five (5) days be submitted in writing to the Superintendent of Property. The Superintendent of Property shall give a written reply within three (3) days of the submission of the grievance.

- 8.06** Step 3 - If not settled in Step 2, the grievance will within five (5) days be submitted in writing to the Union Committee to the Board's designate to be dealt with at a meeting at a mutually agreeable time within ten (10) days of submission. The decision of the Board's designate shall be given to the Union Grievance Committee within ten (10) days after this meeting.
- 8.07** Step 4 - If not then settled in Step 3, the grievance will within five (5) days be submitted in writing by the Union Grievance Committee to the Chairman of the Board. A representative committee of trustees of the Board shall meet with the Union Grievance Committee at a mutually agreeable time within ten (10) days of submission to deal with the said grievance. The Board shall forward its written decision to the Union Committee within ten (10) days after the meeting at which it was discussed.
- 8.08** Step 5 - If not then settled, the grievance may within thirty (30) days be referred to arbitration as follows:
- (a) Written notice by registered mail shall be given to the other party formally stating the subject of the grievance and at the same time nominating an appointee. Within five (5) days upon receipt of such notice the other party shall name an appointee. The appointees representing both parties shall meet within fifteen (15) days and will attempt to agree on a Chairperson of the Arbitration Board and failing such agreement within five (5) days after they have first met either party may, within five (5) days, request the Minister of Labour for the Province of Ontario to name such a Chairperson.
 - (b) The Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision.
 - (c) The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final and binding and enforceable on all parties, but in no event shall the Arbitration Board have the power to change this Agreement or to alter, modify or amend any of its provisions.

However, the Arbitration Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.

(d) Each party shall pay -

(i) the fees and expenses of the Arbitrator it appoints.

(ii) one-half the fees and expenses of the Chairperson.

8.09 The time limits fixed in both grievances and arbitration procedures may be extended by consent of the parties to this Agreement.

8.10 For the purpose of this section "days" shall mean working days other than Saturday, Sunday or paid holidays.

ARTICLE 9 - SPECIAL GRIEVANCES

9.01 A claim by an employee that he/she has been discharged or suspended without good cause shall be treated as a grievance if a written statement of such grievance is lodged with the Board or its designate within five (5) working days of discharge and shall be lodged at Step 3 of the grievance procedure.

ARTICLE 10 - UNION AND MANAGEMENT GRIEVANCES

10.01 It is understood that the Board may bring forward at any meeting with the Grievance Committee any complaints or grievances, and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties it may be referred to Arbitration.

10.02 It is understood that the Union may file a policy grievance on behalf of a group of employees or where a policy of management is felt to be of harm or inconvenience to the Union; such a grievance shall be presented at Step 2.

ARTICLE 11 - NO STRIKES OR LOCKOUTS

11.01 During the term of this Agreement, there shall be no strikes or lockouts as defined by the Ontario Labour Relations Act, and the Union agrees that neither it nor its representatives shall cause or sanction any slow-down or other interference.

ARTICLE 12 - DUES CHECK-OFF

12.01 As a condition of employment, all employees within the scope of the bargaining unit shall be required to support the Union by check-off payment of an amount as Union dues to be set from time-to-time by the Union. The Board agrees deductions shall be made from each pay, beginning with the second month of their employment and shall be forwarded to the Secretary-Treasurer of the Union not later than the **20th** of the month following, together with a report of any changes affecting dues-paying personnel. The Board agrees to provide the Union with a complete list of all **dues-**paying personnel as at the commencement of this Agreement.

ARTICLE 13 - SENIORITY

- 13.01 (a) (i)** Seniority for the purposes of posting (promotions, **re-classifications**) and lay-off/ rehiring (see **13.04, 13.05, 13.06**) shall be defined as length of service in the Caretaking and Maintenance Department of the Board.
- (ii) Length of service, for the purpose of vacation entitlement and superior benefits shall be length of service with the Board which shall include service in other departments than Caretaking and Maintenance.
- (b)** Seniority credits from employment with any Board which merged with The Wellington County Board shall be carried over and credited to such employees seniority rating.
- 13.02 (a)** An employee in the Caretaking and Maintenance Department shall be on a probationary period for the first three **(3)** months of employment. The employee shall not have recourse to grievance regarding discharge except in the case of unjust cause. Following successful completion of his/her probationary period, the employee shall be placed on the seniority list and will be credited with seniority at the date of hiring in the Caretaking and Maintenance Department and the employee will be notified in writing of his/her change of **status**.
- (b)** Seniority lists (one for caretaking and one for maintenance) shall be established for all employees covered by this Agreement based upon each employee's last date of hiring.

The seniority lists will be revised on September **1st** of each year, one copy to be filed with the Union and additional copies to be posted on all bulletin boards.

- 13.03** If an employee is transferred by the Board to another category, that employee shall not lose his/her seniority with the Board.
- 13.04** In the event of a lay-off a senior employee shall be considered for appointment in a classification for which the Board deems the employee is qualified. Lay-off and rehiring shall be according to seniority.
- 13.05** The Board agrees that any vacancy, transfer, permanent shift change or new position that occurs pertaining to any employee shall be posted in bulletin form at all places of employment at least seven (**7**) days prior to the filling of these positions, providing the opportunity for all employees to make application therefor; but that the three subsequent vacancies, if any, created by an appointment through this procedure shall be **posted for four (4) days** prior to the filling of such subsequent vacancies and further vacancies subsequently created by this procedure need not be posted.
- 13.06 (a)** In making staff changes in the caretaking, **grounds-**keeping, and **storeman** trades, **when** demonstrated ability is sufficient, the appointment shall be made of the applicants senior in service.
- (b)** The Board shall place new employees in classifications for which they are hired.
- 13.07 (a)** **When** any new classification is established, the rate of pay shall be subject to negotiations between the Board and the Union and the job posted prior to an employee being selected and trained for the job. If the parties are unable to agree on the **re-classification** and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.
- (b)** When a position is filled by a member of the Bargaining Unit, the member shall receive a three (**3**) month training period. There shall not be adjustment to the former rate of pay until successful completion of the training period. If the applicant is unsuccessful after the training period, the applicant shall revert back to the original position held or to an equal one. If a D License is required, the person or persons shall be notified and shall receive one (**1**) opportunity to obtain the same at Board's expense.

- (c) The President of **C.U.P.E.** Local **256**, or a negotiating or grievance committee member may be in attendance at review tests as an observer.
- 13.08** When the duties of an existing job or classification are changed sufficiently to justify an increase in the wage rate, the matter shall be subject to negotiation between the Board and the Union.
- 13.09** In the event that the parties are unable to agree on the matters arising under Article **13.07 (a)**, the Arbitration Board shall use no other criteria but the wage schedule hereto attached.
- 13.10** No employee will be transferred to a position outside the bargaining unit without the employee's consent. If such a transfer does take place, the employee shall retain his/her seniority acquired to the date of the transfer, for a period of up to one year, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, the employee shall be placed in a job consistent with that employee's seniority, and his/her return shall not result in the lay-off or bumping of an employee holding greater seniority.
- 13.11 (a)** Employees who are laid off shall keep current seniority. **During lay-off** employees shall accumulate no further seniority. At the end of two **(2)** years of continuance lay-off, they will lose all seniority. An employee on lay-off shall be notified of all job postings by mail to the last recorded address on the employee's personnel file.
- (b)** Employees working on reduced work week below twenty **(20)** hours per week shall retain all seniority as long as they are employed by the Board.
- 13.12** In order that the operations of the Union will not become **disorganized** when lay-offs are being made, members of the Local **executive** board and the chief steward shall be the last persons laid off during their term of office, so long as full-time work for which they are qualified to perform, at their own or lower wage level, is available.
- 13.13** In the event that separate school funding should effect the labour force in the public school system **(eg)** transfer of employees, the junior **employee** shall be the one transferred, with all seniority and benefits as if that employee has never been transferred from one Board to another.

ARTICLE 14 - AGED EMPLOYEES

- 14.01** The normal retirement date shall be the last working day of the month in which the employee attains the age of **65** years.
- 14.02** An employee who becomes physically or mentally **handicapped** as determined by a practising physician prior to reaching retirement age may continue to be employed by the Board at an occupation which takes into consideration the ability and the physical and mental condition of such employee.

ARTICLE 15 - LEAVE OF ABSENCE

Preamble Consideration for time off without pay will be given after those employees who have requested earned vacation for the same time period have been granted their requests.

- 15.01** The Board shall grant leave of absence without pay and without loss of seniority to **any** employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Superintendent of Property.
- 15.02** Leave of absence without pay and without loss of seniority shall be granted to not more than four **(4)** employees at any one time (not more than one from the same school or job function at the same time) for a period not to exceed thirty **(30)** person days in total, in any one year (October 1 to September **30**) for the purpose of attending to Union business provided that at least seven **(7)** days prior notice of such leave is given to the Board. The Board shall pay their regular **wages** which shall be reimbursed by the Union.
- 15.03** Any employee shall be granted:
- (a) (i) Up to five **(5)** working **days** leave with pay in the event of a death in the immediate family (i.e. Husband, Wife, Son or Daughter) of the employee: three **(3)** working days leave with pay in the event of a death of Father, Mother, **Foster** Parents, Step-Parents, Father-in-law, Mother-in-law, **Son-**in-law, Daughter-in-law, Brother, Sister or Grandchildren of the employee.
 - (ii) Alternatively, one **(1)** day's mourning leave shall be given with pay in the event of a death in the immediate family when the employee is not attending the funeral.

- (b) One (1) day's leave with pay shall be granted in the event of the death of Brother-in-law, Sister-in-law, Niece, Nephew, Grandparents, Aunt or Uncle when the employee is attending the funeral.

15.04 **Pregnancy and Adoption Leave**

- (a) Entitlement to pregnancy leave shall be unpaid leave and in accordance with the Employment Standards Act, **R.S.O. 1980** as amended from time to time.
- (b) Leave without pay for the adoption of a child shall be granted by the Board to an employee. Advance notification of at least three months shall be given to the Board of the intent to adopt, on the understanding that it may be necessary for the employee to commence leave immediately the child becomes available. Length of such leave beyond the minimum of the Employment Standards Act shall be at the exclusive discretion of the Board. The same conditions and restrictions that apply to maternity leave also apply to leave for the purpose of adoption. It is understood that adoption leave applies only to the adoption of a child from an adoption agency or a person licensed under Section 60 of the Child Welfare Act. It is understood that while both male and female employees are eligible for adoption leave, only one of the two adoptive parents who are employees of the board is entitled to an adoption leave.

15.05 Any employee with seniority elected or selected for a full-time position with the Union shall be granted a leave of absence without pay for a period of up to one (1) year. Such employee shall retain the seniority the employee had prior to such leave but shall not accumulate any during such leave. Such leave of absence shall be confined to one employee during the same year. The Board shall be given at least **twenty-one (21)** days clear notice of request for such leave (or such less notice as may be mutually agreed upon).

15.06 When a school is closed because of severe weather, the employee will be allowed necessary leave of absence without loss of pay until the employee's school is re-opened.

An employee who is unable to report to his or her place of duty because of severe weather conditions shall not be disciplined.

- 15.07 All employees shall be allowed a maximum of one day per year with pay for
- (a) a personal move; or
 - (b) their own wedding or that of an immediate family member: or
 - (c) graduation from a post secondary institution of self, husband, wife, son or daughter.

This request shall be submitted in writing and must be deemed acceptable by the Superintendent of Property.

- 15.08 In the case of serious illness in the immediate family (wife, husband, son or daughter) which requires the employee's urgent personal attention, the employee shall be allowed up to one day per year with pay. This leave may be extended under exceptional circumstances on the recommendation of the Superintendent of Property and subject to approval of the Director of Education.

15.09 Self-Funded Leave Plan - General Terms and Conditions

1. Types of Leave

- (a) The employee-funded leave shall afford an employee the opportunity to enter into an agreement with the Board to take a one year self-funded leave in the last year of an individual's three to six year agreement. In each of these years, the employee **agrees** to be paid a percentage of the salary normally paid to the employee per the Salary Schedule in effect for those periods.
- (b) Any employee having three **(3)** years service with the Board is eligible to participate in the plan.
- (c) An employee must make written application to the Board on or before **My 1st** if for a school year leave or on or before October **1st** if for a calendar year leave, requesting permission to participate in the plan.
- (d) Written acceptance, or denial, of the employee's request, with an explanation, will be forwarded to the employee within ninety **(90)** days of the original request.
- (e) Approval of individual requests to participate in the plan rests solely with the Board.

2. Financial Provisions

- (a) An employee participating in the plan shall be eligible for any increase in salary and benefits that would have been received had he/she not been in the plan, including full credit for seniority and increment during participating years.
- (b) Sick leave credits shall not accumulate during the term spent on leave.
- (c) Income Tax shall be deducted on the actual monies received by the employee during each of the years of the plan, subject to the Income Tax regulations in effect at that time.
- (d) The employee shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the employee's account shall be the current rate for the Savings account at the Bank used by the Board, and be compounded and credited on each pay date. A statement of the employee's account will be issued at the end of each year. Such a statement shall be made available upon written request by the employee.
- (e) During the life of the employee-funded leave, the employee's benefits shall be maintained by the Board and the employee concerned as if the employee were receiving **100%** of his/her salary.
- (f) Upon conclusion of the individual's leave plan, the balance of the employee's account will be settled in a manner mutually agreeable to the Board and the employee.
- (g) Pension deductions (**OMERS**) are to be continued as required by the appropriate legislation and policies during all years of participation.
- (h) An employee may apply, in writing, to the Board to withdraw from the plan and within sixty (**60**) days to the Board shall repay to the employee any monies accumulated, plus interest owed.
- (i) Should an employee die while participating in the plan, any monies accumulated, plus interest owed at the time of death, shall be paid to the deceased's estate.

3. General Provisions

- (a) During the self-funded leave, the employee may engage in such plans of education and employment as he/she chooses.
- (b) Upon return from leave, the employee shall be returned to the same position or an equivalent position, or if such placement is not possible, shall be placed in the most appropriate position available retaining the same terms and conditions including salary level.
- (c) All employees wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participation will be granted.

ARTICLE 16 - RELIEVING IN OTHER GRADES

- 16.01 (a) When an employee is detailed to relieve in a position of higher rating, then the employee will be paid the higher rate for each day after having relieved in the higher position.
- (b) When an employee is detailed to relieve in a position of lower rating for any period, the employee shall maintain his/her regular rate of pay.

ARTICLE 17 - SICK LEAVE

- 17.01 (a) All employees who have completed three (3) months of service with the Board will be allowed twenty (20) days sick leave for each year of work thereafter.
- (b) All employees shall accumulate one hundred per cent (100%) of the unused portion of the statutory twenty (20) days each year to a maximum of two hundred twenty (220) days for sick leave purposes only.
- (c) Part-time employees shall accumulate and receive sick leave on a pro rata basis.
- (d) Employees who are on lay-off in accordance with Article 13.10 shall, upon recall have reinstated the accumulated sick leave accrued to their benefit on the day of lay-off. An employee who has been on continuous lay-off for a period of two (2) years shall be entitled to receive a cash equivalent of fifty per cent (50%) of the accumulated sick leave credits to a maximum of eighty (80) days (i.e. maximum payment of 40 days) calculated on the rate of pay at the time of lay-off.

17.02 Termination Pay

- (i) Employees employed by The Wellington County Board of Education prior to October 1, 1972, who terminate voluntarily their service with the Board other than by retirement due to age will be paid five per cent (5%) of their cumulative sick leave credits for each year of service after ten (10) years to a maximum of fifty per cent (50%) (i.e. 50% after 20 years).
- (ii) **Employees** joining the staff of The Wellington County Board of Education on or after October 1, 1972, shall receive no payments of **sick leave** credits upon termination of their service with the Board.

17.03 Retirement Gratuity

- (i) **Employees** employed by The Wellington County Board of Education prior to October 1, 1972, who retire due to age or physical disability, or who take early retirement to pension after age sixty (60), will be paid fifty per cent (50%) of the unused portion of sick leave accruing to their credit to a maximum of two hundred (200) days (i.e. maximum payment of 100 days) at their current rate of pay.
- (ii) **Employees** joining the staff of The Wellington County Board of Education on or after October 1, 1972, who retire due to age or physical disability, or who take early retirement to pension after age sixty (60), will be paid fifty per cent (50%) of the unused portion of sick leave accruing to their credit to a maximum of eighty (80) days (i.e. maximum payment of 40 days) at their current rate of pay.
- (iii) **The** Board will inform employees at the time of their retirement on the alternative methods of payment of retirement gratuity.

17.04 In the event of the death of an employee, a deceased employee benefit allowance of fifty per cent (50%) of the unused portion of sick leave accruing to the deceased will be paid to the employee's legal representative or to the beneficiary named in the beneficiary form filed pursuant to the group insurance policy.

- 17.05 An employee who is absent from work for more than five (5) days because of illness must submit medical certification of such illness from a qualified physician. However, the Board may require medical certification where an employee is absent for five (5) or less days and claims such absence was due to illness.
- 17.06 An employee who is unable to report to work because of illness or injury shall endeavour to notify his/her supervisor not later than three (3) hours before the starting time of the afternoon shift or by the starting time of any other shift on which such absence commences. Employees who are off work shall be expected to keep the supervisor informed as to their return.
- 17.07 An employee in receipt of a Workers' Compensation Award for injuries suffered during the course of employment, shall be paid, in addition to the award, the difference between the amount of such award and the employee's normal salary or wages, unless Long Term Disability benefits apply, provided that such amount of difference is deducted from the employee's unused sick leave credit and the payments shall cease when the credit is exhausted.
- 17.08 An employee who is injured during working hours and is required to obtain treatment at a medical location, shall be paid the remainder of the employee's normal shift, without deduction from sick leave credits, provided that the examining physician states the employee is unable to finish his shift.
- 17.09 Employees will be notified of the amount of sick leave accruing to their credit once each year.
- 17.10 Long Term Disability
- (a) The Board will make available and administer a group Long Term Disability Program providing a benefit of sixty per cent (60%) of the employee's basic wage rate (with provision for escalation when wage rates are changed) for all employees. The Union may, at any time, seek the advice of the Board's consulting actuary at no cost to the Union.
 - (b) It shall be a mandatory condition of employment that all full-time employees, acceptable to the insurer, shall participate in the Long Term Disability Program.

For purpose of this section, full-time employee means an employee who works twenty **(20)** or more hours per week.

- (c) If an employee has been receiving Long Term Disability benefits and the insurer declines to continue them because of its contention that the employee is no longer disabled, the Board shall rehire such employees in his or her previous job classification under the terms and conditions of this Agreement, as may be mutually agreed upon between the parties if the Board is unable to convince the insurer that the employee is, in fact, disabled.
- (d) Provided that the **L.T.D.** waiting period conditions have been satisfied and that a disability cheque has not been received after **30** days following the end of the waiting period, then the Board will advance the amount of the expected disability payment that is due, to be recovered from the employee when the payment is received.

ARTICLE 18 - EMPLOYEE BENEFITS

- 18.01 The Board will pay **100%** of the premium for the following plans presently in effect:
 - (a) Ontario Health Insurance Plan
 - (b) Private Hospital Room Coverage
 - (c) Extended Health with Drug Care, Vision Care (allowance to be **\$100.00 bi-annually**) and Hearing Care (allowance to be **\$300.00** every four years)
 - (d) Group Life and Accidental Death Insurance with Dependent Life Option
 - (e) A paid-up Group Life Insurance policy in the amount of One Thousand dollars (**\$1,000.00**) for each employee on normal retirement to pension at age **65** after a minimum of **15** years of- service.
- 18.02 The Board will make available a group life insurance plan at one and one-half (**1 1/2**) times salary. It shall be a mandatory condition of employment that all new employees shall participate in the group life insurance plan at the closest date of entry.
- 18.03 Each employee who reaches retirement age shall have the election of using the payment for sick leave credits split between a paid-up life insurance policy (in multiples of **\$500.00**) and a cash settlement.

- 18.04** The Board will contribute the required statutory amount for employees enrolled in the Ontario Municipal Employees' Retirement System (for details concerning this plan, please refer to the booklet entitled "Ontario Municipal Employees' Retirement System").
- 18.05** All new employees shall receive the benefits covered in the Agreement at the beginning of employment with the Board, or at the first opening dates where such apply, unless stated otherwise in the Agreement.
- 18.06** The Board will continue the Dental Plan presently in effect, with coverage based on the **1987 O.D.A. Fee Schedule** effective June 1, 1988. The Board will pay ninety per cent (**90%**) of the premiums.
- 18.07** An employee who takes early retirement to pension after age **55** may continue to participate in the Group Extended Health Care and Dental Plans until age **65** approved by the insurer and provided that the employee pays the full premium.

ARTICLE 19 - PAID HOLIDAYS

- 19.01** (a) The following days will be **recognized** as paid holidays:

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

One-half day the last working day before Christmas Day and one-half day the last working day before New Year's Day, provided such is not a school day.

Two floating holidays in agreement with the Superintendent of Property, not in conjunction with Labour Day.

And any other day proclaimed as a Public Holiday by the Federal, Provincial or Municipal Government. (see **(b)**)

- (b)** It is understood that a day proclaimed as a holiday by a Municipal Government would apply only to those employees working in the municipality that declared the holiday.

- 19.02** An employee will be paid for each of the above holidays at the regular rate of pay, provided that the employee works the shift immediately preceding and immediately succeeding that holiday, unless there is illness substantiated by a medical certificate or the employee has made some other arrangement satisfactory to the Board.
- 19.03** If any of the above holidays fall during an employee's vacation, the employee will be either granted another day off with pay or will be paid an additional day's pay at the normal rate of pay, such option to be at the discretion of the Board.
- 19.04** If any of the above holidays falls on a Saturday or Sunday, a Friday or Monday will be given in lieu.
- 19.05** Paid holidays for employees working less than forty (40) hours per week shall be paid on a pro rata basis.

ARTICLE 20 - VACATIONS

20.01 (a) For all employees, the vacation entitlement with pay shall be as follows:

<u>No. of Yrs. Service as of June 30 of the Vacation Yr.</u>	<u>Vacation with Pay</u>
1 yr. but less than 3 yrs.	2 weeks
3 yrs. but less than 10 yrs.	3 weeks
10 yrs. but less than 18 yrs.	4 weeks
18 yrs. but less than 25 yrs.	5 weeks
25 yrs. or more	6 weeks

- (b)** Vacations for personnel working less than forty (40) hours per week shall be on a pro rata basis in accordance with Section **20.01** (a).
- (c)** If an employee's anniversary date entitling the employee to vacation in accordance with **20.01** (a) falls after the **30th** of June, the employee will not be required to wait a year before being entitled to the extra week vacation, but will receive vacation on this basis :

<u>Anniversary Date Falls In</u>	<u>Extra Days To Be Added to Current Entitlement as of June 30th</u>
(i) July, August, September	5 days
(ii) October, November, December	4 days
(iii) January, February, March	3 days
(iv) April, May, June	2 days

(i.e. - An employee who now gets two (2) weeks vacation and whose anniversary date for three (3) weeks vacation falls in October, would be entitled to two (2) weeks and four (4) days total vacation.)

20.02 (a) Vacations will be taken normally during the regular three week summer shutdown period in July and/or August as established by the Board. Exceptions shall be where buildings and grounds require continuing care with a reduced staff and for personnel who are entitled to additional weeks of vacation over three (3) weeks. For these exceptions employees may take vacation at a mutually agreed upon time.

(b) An employee, at the discretion of the Superintendent of Property, may be allowed to take one (1) day of vacation at other than the normal vacation period for an emergency provided that at least twenty-four (24) hours notice has been given. In any one (1) vacation year, no employee shall be allowed more than five (5) such days at other than the normal vacation period.

(c) When maintenance personnel work through the summer school holidays they shall be entitled to take their vacation at a time mutually agreed upon.

20.03 When a rotation system is used for vacations, employees will be granted two (2) weeks vacation during the summer months on a rotation basis and the balance of vacation will be taken at a time mutually agreed upon by the employee and the Superintendent of Property. The vacation schedule shall be posted by April 15th of the vacation year.

20.04 Upon written request by the employee, vacation pay shall be given in the pay period immediately preceding the employee's vacation. This amount shall not be less than ninety per cent (90%) of the employee's net pay for the period and the employee shall receive the remaining balance at the time of his next pay period.

20.05 When an employee qualifies for sick leave as a result of being hospitalised during his/her vacation period, there shall be no deduction from vacation credits for the time of medically certified incapacity. The period of vacation so displaced because of **hospitalization** or medically certified incapacity shall either be added to the vacation period or be reinstated for use at a later date.

- 20.06** If an employee who is entitled to vacation pay should resign, be discharged, or whose employment is otherwise terminated the employee shall be paid on a pro rata basis vacation pay in accordance with Article **20.01 (a)** and Article **20.01 (c)** at whichever vacation entitlement is applicable. In the event of death such vacation pay shall be paid to the employee's estate.

ARTICLE 21 - HOURS OF WORK

- 21.01 (a)** For maintenance personnel, eight **(8)** hours per day, five **(5)** days per week, Monday to Friday, totalling forty **(40)** hours per week.
- (b)** Day shift hours for maintenance personnel shall be **8:00** a.m. to **12:00** noon and **1:00** p.m. to **5:00** p.m., or by mutual agreement may be **8:00** a.m. to **12:00** noon and **12:30** p.m. to **4:30** p.m. Such change in hours shall not be made in an arbitrary or discriminatory manner. During the school summer shutdown period the hours are to be scheduled as designated by the Superintendent of Property on the basis of four **(4)** ten **(10)** hour days, with one-half **(1/2)** hour unpaid lunch, Monday to Thursday, subject to change if a situation arises in a particular school where summer school classes are being held.
- (c)** Maintenance personnel shall be required to work afternoon shifts of eight **(8)** consecutive hours, if the need for seasonal scheduling of the maintenance programme is evident. Afternoon shifts shall not comprise more than twenty-five per cent **(25%)** of any employee's annual employment. Notice of seventy-two **(72)** hours shall be given to employees before afternoon shift commencement: except that the employees required for snow removal may commence afternoon shift ;with six **(6)** hours notice.
- (d)** When required due to the nature of the work, maintenance employees working on an afternoon shift may be allowed to work a compressed work week of four **(4)** ten **(10)** hour days.
- 21.02 (a)** For caretaking personnel, 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 when employed on a full-time basis, or a proportion of forty **(40)** hours when employed to service areas of less than **19,500 sq. ft.** (or **10,000 sq. ft.** for cleaners). (Ref. to Table **1.**) During the school summer shutdown period the hours are to be scheduled between the hours of **7:00** a.m. to **4:15** p.m. with one-half **(1/2)** hour unpaid lunch, Monday to Thursday.

On Fridays, in this summer shutdown period, the hours of work shall be **7:00** a.m. to **12:00** noon subject to change if a situation arises in a particular school where summer school is being held.

Also subject to caretakers remaining in secondary schools for security on Friday afternoons until the school office is closed. The number to remain at each secondary school will be as follows:

One **(1)** caretaker at each of the following schools:

Centennial **C.V.I.**
Centre Wellington **D.H.S.**
The **Guelph C.V.I.**
John **F. Ross C.V.I.**
College Heights **S.S.**
Erin D.H.S.

- (b)** When a change of shift is to be made, employees shall be given seventy-two **(72)** hours notice by the Supervisor through the Caretaker-in-charge prior to such change except in cases of emergency.
- (c)** The Board does not guarantee the above normal or standard hours of work but will use its best efforts to provide forty **(40)** hours per week employment to seniority employees. Before any changes are made in the stopping or starting times or new and different shifts are established there will be prior notice to and discussion with the Union Negotiating Committee for the employees of The Wellington County Board of Education.
- (d)** Except by mutual consent interval lapses shall not total more than two **(2)** hours time between portions of normal shift for full-time employees. This provision shall not apply to employees working less than **thirty-five (35)** hours per week.
- (e)** Staff Caretakers, Engineer Caretakers, Probationary Caretakers and Cleaners shall work during regular hours in accordance with **21.02 (a)**.
- (f)** All Caretakers-in-charge shall attend during regular school hours as part of their eight **(8)** hour day in accordance with section **21.02 (a)**.
- (g)** The Board will endeavour where practicable to replace caretaking staff when on leave of absence or when off sick.

- (h) There shall be no rotating of shifts unless discussed with the Union Negotiating Committee prior to implementation.
 - (i) Summer hours will be permitted during the period schools are closed for the mid-winter break.
- 21.03 (a) Employees working other than day shift hours shall, in addition to the specified rest periods and wash-up period, have a thirty (30) minute lunch period as part of their eight (8) hour work period.
- (b) An employee who reports for work at the regular starting time and place, and who has not previously been notified not to report, will receive a minimum of four (4) hours pay provided the employee was available for notification and that he/she is willing to work the four (4) hours.

ARTICLE 22 - OVERTIME

- 22.01 (a) All time worked in excess of the regular work day (8 hrs; 10 hrs in the summer) shall be considered overtime provided it has been **authorized** by the Superintendent of Property on behalf of the Board. When approved it shall be paid at the appropriate overtime rate.

During the summer shutdown period, all time worked in excess of the regular work day (8 3/4 hours, Monday to Thursday, 5 hours on Friday) shall be considered overtime.

- (b) All employees who are called out to work overtime shall be paid a minimum of three (3) hours pay at the appropriate overtime rate if there is a lapse (other than that required for a meal) between the end of the employee's regular working hours and the overtime period.
- 22.02 Overtime, Monday to Saturday shall be paid at the rate of time and one-half.
- 22.03 Overtime, on Sundays shall be paid at the rate of double time.
- 22.04 (a) Overtime, on approved holidays, shall be paid at the rate of double **time** in addition to the regular pay for that holiday.
- (b) Overtime worked on a Saturday on a weekend in which an approved holiday occurs shall be paid at the rate of double **time**.

- 22.05** (a) Overtime and call-back time shall be divided as equally as reasonably possible among the employees who are in the opinion of the Board officials qualified to perform the work that is available. Employees shall have the option of receiving payment for any overtime or taking time off in lieu as mutually agreed at the appropriate overtime rate.
- (b) Employees shall not be required to lay-off during regular hours in order to **equalize** any overtime worked.
- 22.06** (a) A statement with respect to the Community Use of Schools and the method of payment for caretakers who are required to act on behalf of the Board for the Public Use of Schools is contained in Appendix "A" of this Agreement.
- (b) Employees may refuse to perform Community Use of Services outside regular working hours unless they have received forty-eight **(48)** hours notice.
- (c) When overtime is worked on Saturday or Sunday at Centennial Pool or **Westwood** School, one-half of such overtime shall be allowable for accumulation. A lump sum payment of that accumulation will be made by September **30** in each year.

ARTICLE 23 - PREMIUMS

- 23.01** A premium of forty-three **(\$0.43)** per hour shall be paid for all hours of any shift which starts after **12:00** noon and before **6:00** p.m. and shall be called "afternoon shift". Any shift for shift premiums should be six **(6)** consecutive hours.
- 23.02** A premium of fifty cents **(\$0.50)** per hour shall be paid for all hours of any shift which starts after **6:00** p.m. and before **6:00** a.m. and shall be called "night shift" . Any shift for shift premiums should be six **(6)** consecutive hours.
- 23.03** For purposes of overtime rates of pay, shift premiums shall not be pyramided.
- 23.04** A premium of forty cents **(\$0.40)** per hour shall be paid to an employee when the employee is instructed to lead or direct the work of two **(2)** or more employees for a period of four **(4)** hours, or more. The employee so assigned will receive direction from the appropriate supervisor.

- 23.05 Caretakers and snow cleaning personnel working alone on an afternoon or night shift shall receive an additional eleven cents (**\$0.11**) per hour premium.
- 23.06 The hourly rate of pay for the position of Head Painter will be determined by adding to the regular painter rate a premium equal to the lead hand rate.
- 23.07 Each caretaker-in-charge of an elementary school with more than 1 portable classroom will receive a premium of twelve and one-half cents (**12 1/2**) per hour for the four months of December to March inclusive. Where there is more than 1 full-time caretaker at that school, the per hour premium will be divided among the full-time caretakers equally.

ARTICLE 24 - WASH UP AND REST PERIODS

- 24.01 There shall be two fifteen (**15**) minute rest periods in each shift and a five (**5**) minute allowance for wash up prior to the end of the shift.

ARTICLE 25 - SAFETY PROVISIONS AND CLOTHING

- 25.01 (a) It is mutually agreed that both parties will co-operate to the fullest extent on the prevention of accidents and in the promotion of safety and health. The Board will make reasonable provisions for the safety and protection of the health of the employees, and acknowledge recommendations of a committee of stewards appointed by the Union.
- (b) The Board will establish a phone call system for employees working alone on a night shift.
- (c) The Union is to have its own Health and Safety Committee separate from any other groups and the Committee shall be allowed a total of five (**5**) days per year to attend Union sponsored Health and Safety related conferences and seminars.
- 25.02 (a) (i) The Board agrees to provide each male employee with two (**2**) new pairs of trousers and two (**2**) new shirts each year, and
- (ii) The Board will make available to all male employees a third uniform at a cost of **\$10.00**.

Employees who wish to obtain an additional uniform will order the third set at the same time the Board provides the two no-cost uniforms to the employees. The employee will be billed for a

third uniform after the uniform has been received.

- (b) The Board will reimburse, up to a maximum of one hundred and fifteen dollars (**\$115.00**) in any one year of employment dating from the employee's anniversary date of employment, for two new pairs of pant suits, to each female employee, upon receipt of proof of purchase of uniforms or uniform fabric. Pant suits must conform to the colour and style as approved by the Superintendent of Property or his designate.
 - (c) Provide as required for maintenance employees one set of coveralls where necessary, as determined by the Superintendent of Property or his designate.
 - (d) The wearing of safety shoes at work is a mandatory condition of employment. The Board will reimburse each employee up to a maximum of sixty-five dollars (**\$65.00**) in any one year, for one (**1**) pair of approved safety footwear, upon receipt of proof of purchase.
- 25.03** (a) Any employee hired between October **1st** and March **31st** will receive two (**2**) uniforms. If the employee is hired between April **1st** and September **30th**, the employee will receive one (**1**) uniform. The Board will endeavour to supply uniforms within one month after completion of the employee's probationary period.
- (b) It shall be the responsibility of the employee to launder all such garments regularly and to mend and keep them in first class condition. All employees shall be required to wear the provided garments during working hours and coveralls are to be worn only whilst employed at duties for which they are provided.

Clothing provided by the Board must be worn only during travel to and from work and during working hours.

ARTICLE 26 - JOB DESCRIPTIONS

- 26.01** Progressively during the term of this Agreement the Board shall provide a description of duties for each classification **recognized** in Article **38**, to the Union. Should the Union disagree with any description it shall have the opportunity to present its views to the Board.

If no satisfactory solution is reached, either party may submit the problem to arbitration within forty-five (**45**) days of the description being presented to the Union.

ARTICLE 27 - COMMUNICATIONS

- 27.01 The Board shall provide bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 27.02 At the beginning of employment, the Board will provide each new employee with a copy of the Collective Agreement and the **OMERS** and Benefit Plan booklets.
- 27.03 No discipline records shall be used against an employee providing the employee's record has been clear for a period of two **(2)** years.

ARTICLE 28 - JURY DUTY

- 28.01 The Board agrees to pay an employee who is required to serve as a juror or court witness the difference between normal earnings and the payment received for jury service or court witness. The employee shall present proof of service and the amount of pay received.

ARTICLE 29 - LIST OF EMPLOYEES

- 29.01 The Union President and Secretary-Treasurer shall be notified in writing within two **(2)** weeks of all appointed hirings, lay-offs, permanent transfers, recalls and terminations of employment including that of students. The Board further agrees to notify the Union of the name, address and place of work of all new employees. The Board will supply two complete mailing lists of all members to the President and **Secretary-Treasurer** each year in the month of September.

ARTICLE 30 - TOOLS

- 30.01 Craftsman, Technicians, and Electricians are required to furnish their own basic work tools.
- 30.02 The Board shall pay for sharpening the employees' hand saws.
- 30.03 The Board will replace all employee's tools that are broken during Board time on Board designated tasks.

ARTICLE 31 - NOTICES

- 31.01 Notices shall be sent to:

(a) The Wellington County Board of Education
500 Victoria Road North
Guelph, Ontario N1E 6K2

(in the case of the Board)

(b) Canadian Union of Public Employees
157 King Street East, 2nd Floor
Kitchener, Ontario N2G 2K8

(or the last reported address in the case of the Union)

(c) To the President of Local 256 at his last known
address..

ARTICLE 32 - MILEAGE AND TRAVELLING TIME

- 32.01 When an employee is required by the Board to use his/her own vehicle for transportation from the Board's maintenance headquarters to a job site, or between job sites, the employee shall be paid mileage according to Board policy.
- 32.02 In the event that a caretaking employee is required to do relief work throughout the County the employee shall be responsible only for mileage to the employee's regular place of employment: from such point the employee shall receive mileage according to Board policy.
- 32.03 An employee required by Board business to be outside of the County during a meal period will be granted a meal allowance, in accordance with Board policy.

ARTICLE 33 - RESPONSIBILITY

- 33.01 (a) A caretaker will normally provide heating system inspection on winter weekends and holidays at the caretaker's own discretion, having regard for the danger of freeze-up due to heating system failure. The caretaker shall be paid at the rate of two hundred and sixty-one dollars (\$261.00) per year, payable May 1st. It is understood that a caretaker is not required to remain at home every weekend and holiday to be available for heating system inspection. In the event of illness the caretaker must notify the Supervisor. In the event that the caretaker will be otherwise not available the caretaker must notify the Supervisor, or caretakers among themselves, may be allowed to pool their inspection. Should repairs be found necessary, the caretaker is **authorized** either to make the repairs or to call the designated phone number and leave pertinent

information. The caretaker is not required to wait for the serviceman. The caretaker will be paid for the time spent at the appropriate overtime rate.

(b) On-Call Technician

In order to assure that all systems are operational, the Board will establish an on-call group of volunteer technicians to make themselves available for week long duty. The time span for such duty shall be for the heating season, that is, from October **15th** to May **1st**. The remuneration for the on-call duty shall be five hours pay at the employee's regular rate. If an **on-**call technician is required to respond to a call he/she will be paid the appropriate overtime rate as stated in the Collective Agreement.

ARTICLE 34 - GENERAL

34.01 (a) When retirements occur, the Board will not contract out any school or maintenance work which can be completed by its own staff, unless there are other changes required because of operational requirements.

(b) The Board may, at its discretion, hire students for labouring jobs for a period not to exceed four **(4)** months consecutive months. The Board shall notify the Union of the school, college or university the student is attending.

34.02 (a) Information will be sent to **C.U.P.E.** Local **256** on all matters of policy which will affect working conditions or fringe benefits of its members.

(b) The Bargaining Unit will reply in the affirmative or negative within **30** calendar days from the date of notification, and at the same time request a meeting, if desired, for further information and discussion of the policy.

ARTICLE 35 - SUPERVISION RATE

35.01 (a) Secondary schools with four **(4)** or more employees, the rate will be eleven cents **(\$0.11)** per hour per area unit of **19,500 sq. ft.**, and pro-rated for portions of units to the nearest **2,000 sq. ft.** where shift supervision occurs, the total supervision allowance will be divided, with two-thirds **(2/3)** payable to the Caretaker-in-charge, and one-third **(1/3)** payable to the Shift Supervisor responsible to the **Caretaker-in-**charge.

- (b) Elementary schools: the rate will be two hundred and thirty-five dollars (**\$235.00**) per annum per area unit of **19,500 sq. ft.**, and pro-rated for portions of units per to the nearest **2,000 sq. ft.** over or under the basic unit (refer to Table 1 for school areas and staff).

35.02 If an employee is assigned to a supervisory position, the employee shall receive the appropriate salary rate for the position.

ARTICLE 36 - THE "SQUARE FOOT AREA SYSTEM" SHOWING NUMBER OF PERSONNEL & HOURS OF WORK FOR EACH BUILDING

36.01 The system is based upon the following:

- (a) 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 requires housekeeping.
- (b) The number of caretaking personnel at a building shall be based upon a floor area of **19,500 sq. ft.** per Caretaker or **10,000 sq. ft.** per Cleaner, and the combination of Caretakers and Cleaners at a given building shall be as shown in Table 1, or as directed by the Superintendent of Property.
- (c) In buildings comprising more than **100,000 sq. ft.** the number of staff will be increased by **2.5**, in order to allow time to be spent on each shift for supervision and for inspection and servicing of mechanical equipment. Adjustment of staff to meet special or unusual circumstances may be made for any building, at the discretion of the Superintendent of Property.
- (d) The basic unit for Caretaker-in-charge for elementary schools under **25,000 sq. ft.** shall be based on **19,500 sq. ft.**, and **10,000 sq. ft.** for cleaners (refer to Table 1 attached).

TABLE 1 - SCHOOL AREAS AND STAFF

<u>School</u>	<u>Area Sq. Ft.</u>	<u>Units</u>	<u>Employees</u>	
			<u>Caretakers</u>	<u>Cleaners</u>
Aberfoyle PS	31,713	1.63	2 full time	
Alma PS	10,633 (2P)	0.55	6 1/2 hours	
Brant Ave. PS	24,180	1.24	1 full time	4 hours
Brock Rd. PS	21,547 (8P)	1.10	1 full time	4 hours
Central PS	26,426	1.17	1 full time	2 1/2 hours
Centennial CVI	179,348	9.23	12 full time	1 full time + 4 hours
Centre Wellington	158,000	8.10	10 full time	1 full time
College Ave. PS	43,828 (9P)	2.25	2 full time	6 1/2 hours
College Heights SS	83,500 (4P)	4.28	5 full time	1 full time + 6 hours
Drayton Sr. PS	23,390	1.23	1 full time	3 1/2 hours
Edward Johnson PS	19,186	1.00	1 full time	
Elora Jr. PS	15,390	0.79	7 hours	
Erin DHS	77,514 (7P)	3.98	4 full time	1 full time + 2 hours
Gateway Dr. PS	23,636 (6P)	1.21	1 full time	3 1/2 hours
Guelph CVI	156,475	8.10	10 full time	1 full time
Harriston Sr. PS	22,708	1.16	1 full time	2 hours
John McCrae PS	24,492 (5P)	1.26	1 full time	4 hours
John F. Ross CVI	197,779	10.22	13 full time	1 full time
June Ave. PS	14,026 (1P)	0.72	6 1/4 hours	
King George PS	35,465	1.82	2 full time	
Laurine Ave. PS	15,406 (1P)	0.79	6 1/2 hours	
Marden PS	10,750 (1P)	0.55	5 1/2 hours	

Minto-Clifford PS	28,850		1.44	1 full time	1 full time
Ottawa Cres. PS	21,731 (1P)		1.12	1 full time	3 1/2 hours
Paisley Rd. PS	30,749 (1P)		1.58	1 full time	1 full time + 4 1/2 hrs
Priory Park PS	28,146 (1P)		1.44	1 full time	7 hours
Shelldale Cres. PS	18,349 (2P)		1.00	1 full time	
Torrance PS	17,581		1.00	1 full time	
Tytler PS	28,374		1.44	1 full time	1 full time
University Village PS	24,671 (2P)		1.27	1 full time	4 1/2 hours
Victory PS	31,213		1.64	1 full time	1 full time + 1 1/2 hrs
Waverley Dr. PS	47,873		2.46	2 full time	1 full time + 5 1/2 hrs
Westwood PS	39,249 (5P)		2.01	1 full time t 32 hrs/wk	1 full time
Willow Rd. PS	48,853 (1P)		2.50	2 full time	1 full time + 1/2 hour
Administration Building	21,175	(supplemented by caretaker staff as required)			1 full time t 5 1/2 hrs
Brighton St. Centre	19,111		1.00	1 full time	
St. George's Centre	13,684		.7	6 hours	
	1,635,001 (57P)		82.98	83 full time + 44.15 hours	14 full time + 74.50 hours
28 Elementary	728,415 46		37.37	28 + 38.15 hrs	7 + 57.00 hrs
6 Secondary	852,616 11		43.91	54	6 + 12 hrs
3 Administration					
Brighton St.	19,111		1.00	1	
Central Office	21,175				1 + 5.5 hrs
St. George's	13,684		.7	6 hours	

ARTICLE 37 - QUALIFICATIONS

- 37.01 (a) All Caretakers with Engineer's Papers holding 4th Class Engineer's Papers shall receive twenty-two cents (\$0.22) per hour over Basic Rate of Pay.
- (b) All Caretakers with Engineer's Papers holding 3rd Class Engineer's Papers shall receive twenty-seven cents (\$0.27) per hour over Basic Rate of Pay.
- 37.02 Groundskeeper with valid land extermination licence shall receive a premium equivalent to Lead Hand premium May - September inclusive.

ARTICLE 38 - BASIC RATES OF PAY

38.01 The hourly rates effective October 1, 1987 to September 30, 1988 are:

<u>(a) Caretaking Personnel</u>	<u>Hourly Rate</u>
Caretaker-in-charge	\$12.18
Shift Supervisor	\$11.68
Staff Caretaker	\$11.57
Caretaker with Engineer's Papers	\$11.57
*Unassigned Caretaker	\$11.57
**Cleaner	\$10.32
*Unassigned Cleaner	\$10.32
<u>(b) Maintenance Personnel</u>	<u>Hourly Rate</u>
Mechanical Technician	\$14.21
Electrical Technician	\$14.21
Shop Technician	\$14.21
Auto Mechanic	\$14.21
Brick & Stone Mason	\$13.86
Carpenter	\$13.86



Head Painter	\$13.18
Painter	\$12.78
Groundskeeper	\$12.45
Groundskeeper - Assistant	\$11.57
Storeman I	\$12.03
Storeman II	\$11.56

***RE: Unassigned Caretakers & Unassigned Cleaners**

Hours of work to be assigned to bargaining unit members first, then to unassigned caretaking and cleaning staff and last to temporary or casual employees. It shall be a condition of employment that when an opening has been filled after the interior posting, the senior unassigned caretaker or cleaner shall move up to that position.

**Cleaners employed on summer clean up will receive the rate of pay equivalent to the staff caretakers rate.

ARTICLE 39 - TERMINATION CLAUSE

- 39.01 This Agreement shall be in effect from October 1, 1987 and shall remain in effect until September 30, 1988, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect from year to year thereafter. However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement provided that agreement to any such changes shall not be, in any way, construed as affecting the provisions of Article 11.
- 39.02 Notice of amendments are required or that either party intends to terminate the Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to expiration of this Agreement or any anniversary of such.
- 39.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice, if requested to do so.

- 39.04** This Agreement shall remain in full force during bona fide negotiations.
- 39.05** Following ratification and after signing of the formal Agreement, copies of the Agreement shall be distributed within thirty **(30)** days to all employees covered by this Agreement.

DATED AT GUELPH, ONTARIO THIS

DAY OF

ON BEHALF OF THE BOARD

Betty Jones
Mrs. B. Jones
Negotiation Chairman

Brenda K Chamberlain
Mrs. B. Chamberlain
Chairman of the Board

W.G. Forsythe
Mr. W.G. Forsythe
Director of Education

Thomas J. Kish
Mr. T.J. Kish
Superintendent of Property

ON BEHALF OF THE UNION

Guaid Norman
Mr. G. Norman
Local 256

Al George
Mr. A. George
Local 256

Don Croft
Mr. D. Croft
Local 256

W. W. Moore
Mr. W. Moore
Local 256

W. W. Flockhart
Mr. W. Flockhart
Local 256

Frank Hilton
Mr. F. Hilton
Union Representative

JOB DESCRIPTION

CARETAKING CLASSIFICATIONS

CARETAKER-IN-CHARGE

Responsible for complete custodial duty of an assigned building. Includes cleaning and **sanitizing** all interior building surfaces and fixtures, treatment and finishing floor surfaces to standards satisfactory to the Board's Custodial Supervisor. Responsible for securing the building prior to leaving work or as directed by the Principal. Responsible for snow removal and treatment of icy areas from entrances and steps and other pedestrian areas as may be required for the safety of the students and staff. Responsible for pick up of litter at entrances of the building as detailed by the Principal or Board Custodial Supervisor. Responsible for operation of the heating and other environmental equipment, responsible for compliance with fire safety practices and regulations, public health regulations which pertain to custodial staff and their work, responsible for reporting maintenance requirements, caretaking employee safety and fire safety hazards to the appropriate Board Supervisor. Moving and storage of equipment and supplies. Responsible to ensure that all caretaking **staff** assigned to the building are gainfully employed in the custodial aspect of the property.

It is the intent of the Board that Maintenance Staff carry out plant, building and grounds repair and maintenance. However, many simple items can be looked after by a caretaker more conveniently than they can be reported. This applies to outdoor litter as well as snow clearing. This presents a **judgement** factor and trust is placed in the caretaker-in-charge to exercise good **judgement**. Where it appears that environmental conditions may be compromised, the Principal and Board Supervisor are to be asked to establish priorities. --

SHIFT SUPERVISOR

Responsible for that portion of caretaker-in-charge duty and responsibility assigned to the supervisor by the **caretaker-in-charge**.

CARETAKER WITH ENGINEER'S PAPERS

Required to perform all duties assigned by the **caretaker-in-charge** or the shift supervisor, or Supervisor of Caretaking and Plant Operation.

STAFF CARETAKER

Required to perform all duties assigned by the **caretaker-in-charge** or shift supervisor.

CLEANER

Required to carry out duties assigned by the **caretaker-in-charge** of the shift supervisor, generally not required to buff flooring, will not use a mop of more than **16** oz., does not climb ladders above 6 ft., does not shovel snow, does not operate heating or associated equipment.

NOTE: Questions regarding disparity or other seemingly unfair assignments are to be immediately referred to the Supervisor of Caretaking if not satisfactorily resolved by the **caretaker-in-charge**.

MAINTENANCE CLASSIFICATIONS

MECHANICAL TECHNICIAN

Carry out maintenance repairs and replacements to gas and oil heating equipment and boilers, plumbing, pipe fitting, electrical and pneumatic controls. Assist in electrical and mechanical trades as required.

Must be holder of a current certificate of qualification in one of the following: Plumbing; Controls Technician; Refrigeration Technician, with preference for a Gas Fitters Certificate in conjunction with one of these three basic qualifications.

ELECTRICAL TECHNICIAN

Carry out installation of new electrical systems and services. Repair or alterations to existing electrical services and apparatus including fire alarm, motors and controls, lighting, electrical heating controls, public address, **clock** systems, and emergency lighting. Assist in mechanical trades as required.

Must have extensive construction experience and hold a current Ministry of Colleges and Universities Certificate as Electrician Construction and Maintenance.

SHOP TECHNICIAN

Required to carry out scheduled maintenance, overhaul and repair to school shop equipment, **both Secondary** and senior public schools. This includes the fabrication of new machine parts that are not available to purchase. Most of the work will be carried out in the schools using their machinery or in the maintenance workshop. The Shop Technician will be under the direction of the Electrical/Mechanical Supervisor. The Shop Technician may be called to assist other maintenance technicians on occasion and they in turn can be called upon to assist the Shop Technician.

Must be proficient at machine shop work, welding and **skills** common to the millwright machinist trades. Must have a current Ministry of College and University Certificate of Qualification in either millwright or machinist trade.

BRICK AND STONE MASON

Carry out brick and block laying, pointing, general masonry repair, plaster repair and assist in all structural maintenance work.

Must have a **recognized** certificate of apprenticeship in the trade of brick and stone masonry or must have completed 5 years of continuous experience in that trade.

CARPENTER

Carry out structural maintenance work, alterations and additions to school buildings including shop carpentry and cabinet work, hardware, roofing, concrete work, drywall application and finishing, assist in all maintenance work.

Must hold a **recognized** certificate of apprenticeship in the trade of carpentry or must have completed 5 years of continuous experience in that trade.

HEAD PAINTER

Duties are the same as listed in the job description for Painter and in addition co-ordinates colour selection, equipment and material with the Foreman, and is responsible for on-the-job direction of Painters.

PAINTER

Carry out all exterior and interior painting and decorating including brush and spray, glazing and drywall finishing. Must be competent to mix and match colours and all other trade requirements for a Journeyman.

Must hold a **recognized** certificate of apprenticeship in the trade of painting or must have completed 5 years of continuous experience in that trade.

GROUNDSKEEPER

Carry out all grounds maintenance work including application of **fertilizer**, herbicides, must hold a **"D"** motorvehicle license, operate tractors and trucks for snow clearing and grass cutting, trim trees and shrubs, prepare and care for planting beds, tree removal and transplanting, move furniture, deliver supplies, assist in warehousing, sharpen lawn mowers and overhaul small engines to limit of ability, assist in building trades work to the limit of one's ability, fence building and repair. The qualifications for Groundskeeper would be an acceptable diploma in Horticulture from a University or a Community College or two years equivalent experience in a related position.

ASSISTANT GROUNDSKEEPER

Carry out grass cutting, must hold a **"D"** motor vehicle license, operate trucks, assist in building trades, assist in warehousing and delivery, assist in Groundskeeper duties and general grounds work.

Review to be set up for Assistant Groundskeeper with Superintendent of Property, Foreman, Supervisor and Groundskeeper member of Local **256**. One year **timeline** (to encompass four seasons) with a six month interim review.

STOREMAN I

The incumbent for this position is responsible for receiving and issuing shipments in and out of the Warehouse which involves checking and filing purchase **orders**, warehouse requisitions, and packing notes.

STOREMAN II

To assist and receive direction from the **Storeman I** in all duties involved in warehouse operation including forklift and vehicle operation.

POSITION DESCRIPTION

POSITION: Automotive Mechanic
REPORTS TO: Supervisor of Transportation
LOCATION: **Harriston**Garage

GENERAL ACCOUNTABILITY:

The Automotive Mechanic is accountable for the maintenance of the Bus Fleet in the North.

QUALIFICATIONS:

The incumbent must possess and maintain the following licences:

Class A Mechanic
S6 Installer's Certificate - Propane
S6A Inspector's Certificate - Propane

In addition to the above, the incumbent must:

- (a) have a Diesel endorsement on the incumbent's Class A Mechanic's licence or equivalent working experience, and
- (b) provide own hand tools as required for routine maintenance, and
- (c) possess a thorough knowledge of the Ministry of Transportation and Communications' regulations which pertain to a Motor Vehicle Inspection Station.

FUNCTIONSPERFORMED:

The Automotive Mechanic shall:

- (1) maintain the Board-owned vehicles (North) in a mechanically fit condition.
- (2) establish and maintain a preventative maintenance program.
- (3) complete work orders for each job and maintain records in a manner acceptable to the Ministry of Transportation and Communications.
- (4) sign and issue M.T.C. stickers to certify that Board buses meet the requirements for Brake and Safety Inspections.
- (5) order parts as required and manage stock, when necessary.
- (6) take the necessary steps to ensure that the Board maintains its Motor Vehicle Inspection Station Licence.

- (7) repair minor damage to bus bodies. Paint and finish.
- (8) strictly adhere to all fire safety regulations and dispose of all waste in a safe manner. Smoking is to be confined to areas approved by the Supervisor of Transportation, but is forbidden in all shop areas while mechanical work is being performed.
- (9) ensure that the garage is kept in a clean orderly fashion at all times.
- (10) be available while the buses are on their routes.

OTHER RESPONSIBILITIES:

- (1) assist the Supervisor of Transportation in evaluating the general fitness of those Contract Operator Vehicles which are older than seven years of age.
- (2) respond to calls on the two-way radio, when the Assistant to the Supervisor of Transportation (North) is absent.

APPENDIX "A"

To be appended to the application for Public Use of Schools immediately following page **26** of the Agreement, as per Clause **22.06**, page **23** of the Agreement.

- 1) Payment for an employee, in any classification, required to act on behalf of the Board for public use of schools shall be paid at the basic caretaker-in-charge rate and at over-time rates when applicable, as per the Agreement Articles **22.01** to **22.04** inclusive.

- 2) a) The application form for public use of schools has a space for signature by the caretaker-in-charge so that the caretaker-in-charge is informed of all applications for public use of schools. Principals shall receive direction that this space is to be signed prior to final approval of the application. The application will not be approved without the signature of the caretaker-in-charge, whether his/her service is required or not.

b) It shall be the responsibility of the Principal or a Board Official to determine whether or not a caretaker is required to be on duty during the user's occupation of the school, also to determine if a caretaker is required to unlock the school for the user and to check the security after the user has left.

- 3) It is agreed that caretakers-in-charge are to continue estimating the time required to **work** connected with public use of schools, but would **claim** for and be paid for the actual hours spent, be it more or less than the estimate. The estimate will include time required to set up and remove equipment or furniture if required by the user as well as time required for cleaning and security check. The Board will pay the **caretaker** for such overtime, which is to be reported on a caretakers overtime sheet. The Board will apportion these charges where they properly belong. When the user elects to do the cleaning, the caretaker will instruct the user as to the location of equipment and waste receptacles.

- 4) When unscheduled or non estimated clean up is required after improper use, the caretaker is allowed to use his/her own **judgement** rather than wait for inspection of the Principal or the Supervisor. If overtime has been encumbered, the Principal shall be informed and shall sign the caretaker's overtime sheet. The Board, through the Principal and Board staff, shall continue to determine the standard of caretaking required and the hours to be worked in obtaining or maintaining an acceptable standard.

APPENDIX "A" (Con't)

- 5) Caretakers shall make secure all facilities not in active use before leaving the school. If the school is still in **use**, the caretaker must make his/her departure known to the user and also advise the areas that the user must secure. The caretaker is not responsible for security beyond his/her working hours unless asked to perform by the Principal or a Board Official. Any breach **of** security through extra curricular or public activity, discovered by the caretaker, must be reported in writing to the Principal, the Superintendent of Property and the Director.

- 6) Board use of schools shall consist of any activity conducted by or on behalf of the Principal or the Board. It may be drama club, photo club, athletic council, students' council or any in-school **organization** operating with the sanction of the Principal. Any of these **organizations** may or may not, in the **judgement** of the Principal encumber overtime. Home and school association is a public **organization** and may use the school in the same manner as other public **organizations**, through an approved application form.

- 7) It shall be the responsibility of the caretaker-in-charge to **organize** the distribution of work so that wherever possible duplication of caretaking will not be required by reason of public use of school facilities.

1979 01 03

THE WELLINGTON COUNTY BOARD OF EDUCATION

Meeting of Representatives of The Wellington County Board of Education
and the Canadian Union of Public Employees, Local 256

Held on Thursday, March 8, 1984

PURPOSE:

THAT the issues regarding Unassigned Caretaking Staff be referred to the Canadian Union of Public Employees for resolution.

CONCERN:

- That The Wellington County Board of Education are not acting in accordance with the collective agreement so far as employing unassigned caretaking staff;
- That the Canadian Union of Public Employees are responsible for negotiating on behalf of unassigned caretaking staff:
 - (a) - when the hours of work of unassigned caretaking staff are 20 hours or more,
 - (b) - when unassigned caretaking staff are on the seniority list they become entitled to all benefits
 - (c) - that unassigned caretaking staff will not be given priority of hours of work over other bargaining members of C.U.P.E.

RESOLUTION:

Representatives of The Wellington County Board of Education and the Canadian Union of Public Employees, Local 256, agreed to the following resolution:

- there will be a relief crew of two caretakers and four cleaners;
- that the six jobs will be posted;-
- that the Board will hire on the basis of seniority;
- that the Board will retain the right entrenched under the current contract to hire casual. people when and if the need arises;
- that the relief crew members will not be given priority of hours of work over other bargaining members of C.U.P.E.;

- that the relief crew will be entitled to sick days as of January, 1984;
- that the relief crew will be entitled to vacation as of January, 1984;
- that the relief crew will be entitled to statutory holidays as of April 1, 1984;
- that the relief crew will be given the opportunity to participate in OMERS.
- that the seniority of those persons presently employed as relief crews will be established using the formula: the number of accumulated days seniority they presently hold divided by 260 (days),

I certify that these minutes are a true and accurate copy of the proceedings of a meeting between representatives of The Wellington County Board of Education and the Canadian Union of Public Employees, Local 256 held on Thursday, March 8, 1984 at 2:00 p.m in the Board Room, 500 Victoria Road North, Guelph.

Dan F. Headlich
 The Wellington County Board of
 Education

George Renfrew
 The Canadian Union of Public
 Employees

Date APR 16 1984

Date APR 17 1984

I also certify that these minutes are to be taken as a letter of Intent and that they be attached to the 1984 contract as an appendix.

Dan F. Headlich
 The Wellington County Board of
 Education

George Renfrew
 The Canadian Union of Public
 Employees

Date APR 16 1984

APR 17 1984

THE WELLINGTON COUNTY BOARD OF EDUCATION

500 Victoria Road, North

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Guelph, Ontario N1E 6K2

1985 01 14

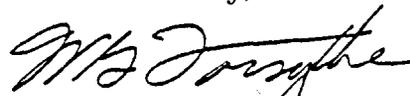
Mr. G. Norman,
President,
C.U.P.E. Local 256.

Dear Sir:

RE: Board Policy 4140 - Leaves and Absences

This is to confirm the agreement reached on 1984 10 23 that should the Policy Identification Committee of the Board decide that Board Policy 4140 has general application to all employees, then those changes of direct benefit to the Caretaking and Maintenance staff will be implemented.

Yours truly,



W.G. Forsythe
Director of Education

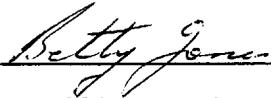
WGF:jb

1988 01 19

LETTER OF INTENT

1. **The parties agree to form a Joint Job Evaluation Committee of equal representation.**
2. **This Committee's responsibility will be to evaluate jobs within the classifications of this bargaining unit in accordance with the Pay Equity Act.**
3. **Each party may be represented on this committee by it's own consultant.**
4. **The job evaluation mechanism to be used will be determined by the Committee.**
5. **The Committee must begin its deliberation within 90 days of the ratification of this Collective Agreement.**

**C.U.P.E. Local
Union 256**



**The Wellington County
Board of Education**



THE WELLINGTON COUNTY BOARD OF EDUCATION

...the quality continues..

Director of
Education:

W.G. Forsythe

1988 05 06

Mr. G. Norman, President,
C.U.P.E. Union Local 256.

Dear Mr. Norman:

Re: THE "SQUARE FOOT AREA SYSTEM"

The Board agrees that, during the term of this contract, the "Square Foot Area System" will be reviewed.

Any proposed revisions or changes to the system will be discussed with the Labour-Management Committee for agreement by the Union before implementation.

Yours truly,

W. G. Forsythe,
Director of Education

WGF/ht

p.c. T. J. Kish, Superintendent
of Property



... the quality continues.. .

THE WELLINGTON COUNTY BOARD OF EDUCATION

Director of
Education:

W. G. Forsythe

1988 07 21

Mr. G. Norman,
President,
C.U.P.E. Local 256.

Dear Mr. Norman:

RE: AUTO MECHANIC'S JOB DESCRIPTION

This letter will confirm that the job description for Auto Mechanic will be discussed at the next set of negotiations.

Yours truly,

W.G. Forsythe
Director of Education

WGF:jb