

COLLECTIVE AGREEMENT

BETWEEN

**THE SIMCOE COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the 'Employer')**

- and -

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

EFFECTIVE SEPTEMBER 1, 2004 - AUGUST 31, 2008

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**S.C.D.S.B.
Midhurst, Ontario**

This Agreement dated the 1st day of September, 2004

Between

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD
(hereinafter called the 'Employer')
- of the First Part

And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1310
(hereinafter called the 'Union')
of the Second Part

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH:

174796(10)

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ARTICLE 1: GENERAL PURPOSE

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

ARTICLE 2: RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees engaged in maintenance, services and plant operations, save and except Supervisors of Custodial Services, persons above the rank of Supervisors of Custodial Services, and students employed during the school vacation period. A student is a person who states his/her intention to return to an education program, and the school vacation period shall be April 1 to Labour Day.
- 2.02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Board Secretary or the designated representative and the Secretary and President of the Union or designate.
- 2.03 The Union shall be notified of all hirings, lay-offs, recalls and terminations of employment within the bargaining unit. The notification shall contain **the** employee's name, location, action and the date of the action.
- 2.04 The National Representative may attend any meeting with the Employer at the request of either party to this Agreement where a Manager is present except for a grievance meeting, which shall be held in accordance with Article 8. The National Representative may be available forthwith. Should the National Representative not be available forthwith, the meeting may be held without his/her presence.

ARTICLE 3: RELATIONSHIP

- 3.01 It shall be a condition of employment that all present members of the Union shall remain members in good standing according to the constitution and by-laws of the Union. All new employees shall become and remain members within thirty (30) days. The employer shall not be required to terminate the employment or otherwise discriminate against an employee who loses his/her union membership for any reason other than non-payment of regular monthly dues.
- 3.02 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.
- 3.03 The Union agrees it will not discriminate against, coerce or restrain any employee because of his/her membership or non-membership, his/her activity or his/her lack of activity, in the Union.

- 3.04 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the Employer's premises without obtaining the prior permission of the Employer. Provided the normal procedure is followed, the Employer will grant a permit to the Union for the use of its premises and facilities for the purpose of membership and Executive Board Meetings without payment therefor unless extra custodial services are required.
- 3.05 The Board will provide (costs shared as per Article 24.03) each new permanent employee with a copy of the Collective Agreement at an orientation session for new employees.

ARTICLE 4: DEDUCTION OF UNION DUES

- 4.01 During the lifetime of the Agreement, the Employer shall deduct from the pay of all employees covered by this Agreement who have been employed by the Employer for a period of thirty (30) days, as a condition of employment, on the first pay day of each calendar month whatever sum may from time to time be authorized by the Union as regular monthly dues and shall remit same prior to the middle of the following month to the Treasurer of the Union, together with a list showing each employee's name and dues deducted.

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

ARTICLE 5: NO STRIKES OR LOCKOUTS

- 5.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.
- 5.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in, or instigate, any illegal strike, picketing, stoppage or slowdown, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 8.
- 5.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer as provided in Step No. 3 of Article 8.
- 5.04 The Union further agrees that it will not involve any employee in the course of his/her employment, or the Employer itself, in any dispute, which may arise between any other employer and the employees of such other employer.

ARTICLE 6: RESERVATION OF MANAGEMENT FUNCTIONS

- 6.01 The *Union* acknowledges it is the exclusive function of the Employer *to*:
 - (a) maintain order, discipline and efficiency,

- (b) hire, classify, transfer, promote, demote and layoff employees and also to suspend, discipline or discharge employees for just cause, provided that a claim by an employee that he/she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- 6.02 The Union further recognizes the right of the Employer to operate and manage its schools and operations in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment and jurisdiction over all operations, buildings and equipment are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employees, but before altering any such rules the Employer will discuss same with the Union and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.
- 6.03 None of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 7: UNION COMMITTEES AND STEWARDS

- 7.01 The Employer will recognize a Grievance Committee, which shall consist of the Local President, one Executive Board Member and an Area Steward. The Employer shall be advised of the names of stewards and the members of the Grievance Committee from time to time selected. All members of the Grievance Committee and all stewards shall be regular employees of the Board who have acquired at least one year's seniority.
- 7.02 The Employer shall instruct all members of its supervisory staff to co-operate with the stewards and union officers in carrying out the terms and requirements of this Agreement.
- 7.03 The Union shall secure from its officers, stewards and members their co-operation with the Employer and with all persons representing the Employer in any supervisory capacity.
- 7.04 The privilege of stewards and members of the Grievance Committee to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- (a) Such business must be between the Union and Management. Employees having grievances cannot discuss these with the stewards or Grievance Committee members in working hours, except in the case of a discharged employee.
 - (b) The time shall be devoted to the prompt handling of necessary Union business.
 - (c) The stewards and members of the Grievance Committee concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.

- (d) The time away from productive work shall be reported to the supervisor so that a proper record of same may be kept.
 - (e) The Board reserves the right to limit such time if it deems the time so taken to be excessive.
- 7.05 (a) It is agreed that a Bargaining Committee composed of not more than five (5) employees shall be paid at their regular rate for the time necessarily lost from work for the purpose of attending negotiating meetings with the Employer.
- (b) The Bargaining Committee shall be granted one (1) day leave of absence without pay and without loss of seniority for the purpose of preparing its proposals for negotiations.
- 7.06 A Labour/Management Committee shall be established with equal representation from the Employer and the Union with at least two (2) from each side present at meetings and as many more as may be mutually agreed.
- Its purpose is to discuss matters not covered by this Agreement with the view to promoting better Labour/Management relations.
- Meetings of the Committee shall be held upon reasonable notice at the request of either party, but not more than once per month, except by mutual consent, which will not be unreasonably withheld.
- 7.07 Should the Board request the Union to participate in a joint committee, such duly appointed members to that committee shall be paid, notwithstanding Article 20.03, their regular straight time rate of pay when required to attend such meetings.

ARTICLE 8: GRIEVANCE PROCEDURE

- 8.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- 8.02 No grievance shall be considered where it is filed more than five (5) full working days after the grievor became aware or reasonably ought to have become aware of the occurrence of the circumstances giving rise to the grievance.
- The grievance shall specify the Articles, clauses and subsections of which violations are alleged, contain a statement of facts relied upon, indicate the relief sought and be signed by the employee.
- 8.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

INFORMAL STAGE

Any dispute, to be recognized as a grievance, must first be discussed with the employee's immediate supervisor outside the bargaining unit. (In a dispute over a job posting, the immediate supervisor for the purpose of the Informal Stage will be the chairperson of the selection committee.) This discussion must take place within five (5) days of the time the employee becomes aware of or ought to have become aware of the circumstances giving rise to the dispute. The supervisor shall respond to the employee within five (5) days of this discussion. If the employee is unable to resolve the dispute by informal discussion, the employee, with his/her steward's assistance, may file a formal grievance at Step 1.

STEP NO. 1

If the employee is not satisfied with the answer at the Informal Stage, a grievance will be submitted to the employee's manager within five (5) days after receipt of the response. The manager shall then arrange a meeting to discuss the grievance within a period of five (5) days after receipt of the grievance. The employee shall have the assistance of the steward at this meeting. The manager shall give an answer in writing within a period of five (5) days of the meeting.

STEP NO. 2

If the answer is not satisfactory to the employee, the Union will present the grievance in writing to the appropriate Superintendent within five (5) days after receipt of the response at Step 1. The Superintendent shall then arrange a meeting to discuss the grievance within a period of five (5) days after receipt of the grievance. The Union Grievance Committee and the aggrieved employee will attend as will the Superintendent, and the employee's manager and/or the Manager of Employee Services, if requested. The Superintendent shall give an answer in writing within a period of five (5) days of the meeting.

STEP NO. 3

If the answer is not satisfactory to the employee, the Union will submit the grievance in writing to the Director of Education, or designate, within five (5) days after receipt of the response at Step 2. The Director of Education, or designate, and up to two trustees shall meet within twenty (20) working days to discuss and to endeavour to settle the grievance. The Superintendent and/or designate and the Manager of Employee Services may also be present. The Union shall have their Grievance Committee present, and at the request of either party to this Agreement, a national representative of the Union shall also be present. The Director of Education, or designate, shall give an answer in writing within five (5) days of the meeting.

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

During the fifteen (15) day period, the Union may request, in writing, to refer the grievance to grievance mediation. Should the Employer agree to grievance mediation, the fifteen (15) day period will be suspended at that point in time until the date of mediation, but not later than thirty (30) days following the request for grievance mediation.

- 8.05 In the computation of time in Articles 8, 9 and 10, Saturdays, Sundays and staff holidays shall not be counted.
- 8.06 When any employee covered by this Agreement is called to a disciplinary meeting, the employee shall be accompanied by an Area Steward or designate. The Employer shall advise the employee of the requirement to be accompanied by an Area Steward or designate, and agrees that no disciplinary matter will be discussed without the presence of the aforementioned member of the Union Executive.
- 8.07 Where there is a dispute involving the Union as such or all of the employees in the bargaining unit or all employees in a Classification Group (as defined in Schedule A) in respect of which an individual employee could not grieve, the Union may file a grievance in its own name at Step 3 of the grievance procedure.
- 8.08 Notwithstanding Step 3 of the grievance process, the National Representative may attend any grievance meeting with the employer at the joint request of the parties to this Agreement.
- 8.09 Should a management representative fail to communicate his/her written response within the time limit prescribed in Article 8.03, the grievor may carry his/her grievance to the next step within the stipulated timeframes. Notwithstanding Articles 8.03, 8.04 and 9.01, should the grievor and/or the Union fail to abide by the time lines specified in Articles 8 and/or 9, the Parties will deem the matter to be resolved.

ARTICLE 9: ARBITRATION

- 9.01 (a) Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 8, and which has not been settled, will be referred to a Board of Arbitration at the request in writing of the party which initiated the grievance.
- (b) Notwithstanding Article 9.01 (a), the parties may mutually agree to refer the grievance to a Single Arbitrator.
- 9.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as Chairperson chosen by the other two members of the Board, or as provided in section 45 of the Ontario Labour Relations Act, as amended.
- 9.03 Within five (5) days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

- 9.04 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in Section 9.03, the Minister of Labour for the Province of Ontario will be asked to appoint an impartial chairperson.
- 9.05 The decision of the Board of Arbitration, or majority thereof, constituted in the above manner, shall be final and binding on both parties. If there is no majority award, the award of the chairperson shall govern.
- 9.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.07 Each of the parties to this Agreement will bear the expenses of the nominee appointed by it and of its own witnesses and attendees, and the parties will jointly bear the expenses, if any, of the Chairperson or the Single Arbitrator.
- 9.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 9.09 The time limits contained in Articles 8 and 9 may be extended by the mutual consent of the parties in writing.

ARTICLE 10: SUSPENSION AND DISCHARGE CASES

- 10.01 (a) In the event of an employee being suspended or discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (b) Notwithstanding 10.01(a), an employee who has not attained seniority may only grieve a discharge if the discharge was done in a manner that was arbitrary, discriminatory, or in bad faith.
- 10.02 A claim by an employee that he/she has been wrongly suspended or discharged from his/her employment, shall be treated as a grievance except as restricted by Article 10.01(b), if a written statement of such grievance is lodged with the Manager of Employee Services within five (5) days after the employee is notified of his/her suspension or discharge, or within five (5) days after the employee ceases to work for the employer, whichever is the earlier. All steps of the grievance procedure prior to Step. No. 3 will be omitted in a suspension case and prior to arbitration in a discharge case.
- 10.03 Such special grievances may be settled by confirming the Employer's action in suspending or dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.
- 10.04 The Union shall have the right to represent a member at a Board meeting when a recommendation for discharge of that member is being presented to the Board.

10.05 All documentation with respect to discipline will be removed from an employee's file after three (3) years from the date the discipline was taken providing that:

- (a) there has been no further disciplinary action taken against the employee for any infraction; and
- (b) the discipline was not a suspension of 3 or more days.

There shall be one official Board personnel file maintained by Employee Services, Disciplinary documents removed from an employee's personnel file in accordance with Article 10.05 shall not be used against the employee, although a copy may be retained in Board grievance or investigation files.

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

ARTICLE 11: MANAGEMENT GRIEVANCES

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

ARTICLE 12: PROBATIONARY PERIOD

12.01 Permanent employees who are scheduled to work five (5) or more hours per day will be required to serve a probationary period of six (6) continuous months in the same position. Permanent employees who are scheduled to work less than five (5) hours per day will be required to serve a probationary period of twelve (12) continuous months in the same position.

12.02 The scheduled time referred to in 12.01 will be determined to be the scheduled time first worked as a permanent employee.

12.03 With the written consent of the probationary employee, the respective Manager and the President of Local 1310 or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.

12.04 Notwithstanding 6.01 (b), the Board may discharge probationary and temporary employees in its discretion, provided that such discretion is not exercised in a manner that is arbitrary, discriminatory or in bad faith.

- 12.05 Notwithstanding Article 15.01, probationary employees may apply for posted positions that would provide additional hours or a promotion. A promotion or a change of location is considered to be a new position, therefore, the probationary period would start over. Notwithstanding Article 12.02, the length of the new probationary period will be determined based on the hours of work of the new position.
- 12.06 The probationary period referred to in this Article will commence at the time the employee begins working in the permanent position.
- 12.07 For the purpose of Article 12.01, an employee initiated absence of five (5) continuous days or less or a Board initiated absence; other than a termination, will not be considered as a break in continuity.

ARTICLE 13: SENIORITY

- 13.01 (a) Seniority shall be the length of continuous employment with the Board and predecessor Boards, subject to Articles 12 and 13.03.
- (b) Seniority shall be bargaining unit wide.
- 13.02 Effective February 5, 2003, new permanent employees with previous periods of temporary employment in this bargaining unit, within the previous twenty-four (24) months, will have their rate of pay and seniority adjusted as follows:
- (a) for the purpose of determining the starting wage rate, such an employee will be credited with previous periods of temporary employment in this bargaining unit during the previous twenty-four (24) months, and
- (b) for the purpose of Article 13.02 (a), when determining placement on the wage grid of Schedule A, the employee will be placed in the appropriate classification at the same level that they have most recently been placed as a casual or a temporary employee, whichever is the highest level.
- (c) the increment date will be determined using the permanent start date adjusted with credit for hours paid using eight (8) hours as a day and one hundred and sixty (160) hours as a month.
- (d) for the purpose of seniority, upon successful completion of the probationary period, such an employee will be credited with seniority in a manner consistent with 13.02 (c).
- 13.03 Seniority status, once acquired, will be lost only for the following reasons:
- (a) voluntary resignation. No resignation shall be effective unless in writing and signed by the employee;
- (b) discharge for just cause unless reinstated in the Grievance Procedure;
- (c) layoff in excess of 24 months;

- (d) failure to signify intention to return to work within three (3) working days of the receipt of the actual notice of recall. Such notice may be verbal and confirmed in writing. If the Employer is unable to make verbal contact, notice shall be in writing by registered mail or personal delivery, addressed to the last known address according to the records of the Employer, and failure in fact to return to work within a further five (5) days. An employee who **So** fails shall forfeit his/her claim to re-employment;
 - (e) Absence due to illness, accident or compensable claim (Workplace Safety & Insurance Act) that exceeds *two* (2) years from date of original absence. Nothing in this article is intended to contravene the Human Rights Code;
 - (f) An employee who has lost seniority in accordance with Article 13.03(a), (b), (c) and (d) will be terminated.
 - (g) The Employer may, at its discretion, terminate the employment of an employee who is absent for three (3) or more consecutive days and who has not reported such absence.
- 13.04 (a) (i) An employee who is absent due to an illness, accident or compensable claim (WSIB) shall continue to accumulate seniority from the date of the original absence until such seniority is lost pursuant to Article 13.03(e).
- (ii) An employee who is absent for medical reasons and who has lost seniority must provide evidence as requested, satisfactory to the Employer that substantiates the continuing absence or his/her employment will be terminated.
- (iii) An employee who has lost seniority as a result of an illness, accident or compensable claim (WSIB) and who is fit to return to work shall have his/her seniority re-instated after six (6) months of regular employment (at pre-absence level). Seniority shall be determined as if the absence has not occurred.
- (b) An employee who has been absent due to approved leave, illness, accident or compensable claim (WSIB) shall for a period of two (2) years from the date of the original absence be eligible to return to his/her original position or a comparable position consistent with his/her seniority, qualifications, physical capabilities to perform the work and permanent hours.
- (c) Should the absence extend beyond two (2) years, the employee shall be eligible to return, upon recovery *if* applicable, to the first available vacancy consistent with his/her seniority, qualifications and physical capabilities to perform the work and permanent hours.
- 13.05 For the purpose of Articles 13.03 and 13.04, an employee who is absent due to illness, accident or compensable claim (WSIB) and who returns to work and is again absent for the same disability within a period of thirty (30) days will not **be** considered to have returned to work when calculating the two (2) year period.

- 13.06 (a) In the event that an employee is transferred or promoted to a permanent position outside the scope of this agreement, such employee shall be allowed to do so for a period not to exceed six (6) months without loss of seniority or position.
- (b) Such employees who exceed six (6) months outside the scope of this agreement shall be placed in a position providing there is a vacancy. They shall not displace any employee in the bargaining unit, however, they may be placed in a custodial vacancy prior to posting or the application of the transfer clause and they shall start at day one seniority but shall retain all service with the employer for the purpose of other benefits.

13.07 The Board will supply the Union in February of each year with five (5) copies of the Seniority List and will send one copy to each school. Such list shall be subject to challenge for a period of two (2) months, failing which it shall be considered to be correct for all purposes. Such list will contain the following information: name, classification, seniority date, location and identification of 10 or 12 month.

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

13.08 Temporary employees who are hired for:

- (a) maintenance work for a specified period of time not to exceed nine (9) months;
- (b) sickness or accident coverage;
- (c) leave of absence coverage;
- (d) replacement for an employee transferred under articles 23.05(b), and 15.03;
- (e) filling a vacancy during the posting or bumping process;
- (f) special projects (subject to prior notification to the Union);

shall not acquire seniority and shall not have any seniority for the purpose of this Agreement, however they shall be entitled to the wage rates and overtime provisions as set forth in Schedule A to this Agreement and Article 20.03, but are not entitled to any of the benefits set forth in Article 18 or 21. Such employees are subject to the provisions of Article 4 of this Agreement.

13.09 Notwithstanding Articles 14.02 and 15, the Board, upon consultation with the Union, may place an employee, who is on WSIB, sick leave, or long term disability, in any available vacancy for rehabilitation or light duty purposes on a temporary basis.

ARTICLE 14: LAY-OFF AND RECALL

14.01 (a) In all cases of lay-off, seniority shall govern as provided for in Articles 14.02 and 14.03 and provided that the employee has the capabilities to do the work in question.

- (b) Notwithstanding 14.01(a), an employee in a lower paid classification may not 'bump' an employee in a higher paid classification (including allowances).
- (c) Notwithstanding 14.01(a), when an employee's daily hours of work are reduced by one (1) hour or less, it will not be considered as a lay-off and such an employee is not eligible to 'bump' another employee.
- (d) An employee whose daily hours of work are reduced pursuant to Article 14.01(c) by one (1) hour or less will be offered, in order of seniority, available equivalent time within their Custodial Services Area for a period of twelve (12) months from the date of the notification of their reduction.

An employee who accepts such offer or who refuses such offer of equivalent time will have no further rights under this article.

- (e) A reduction of more than one (1) hour will be considered as a lay-off for the purpose of this article. Such an employee may accept the reduction or exercise his/her rights under Article 14.02.
- (f) The Employer will, before the implementation of a change to the custodial staffing formula, or the reduction of the maintenance complement, discuss such changes with the Union.
- (g) Notwithstanding 14.01(f), the Employer may proceed with the implementation of such changes after ten (10) working days of the notification to the Union of such changes. Nothing in Articles 14.01(f) and (g) restricts the Employer's right to implement such reductions.
- (h) Temporary lay-offs resulting from a two-week vacation shutdown will not be considered to be a lay-off for the purposes of Articles 14.01 and 14.02.

14.02 For the purpose of Article 14.01, the following procedure shall be followed in the event a permanent employee is declared surplus or whose daily hours of work are reduced by more than one (1) hour.

- (a) Where the Employer determines that it is necessary to reduce the number of custodial hours assigned to a school and/or to reduce the number of employees, the Employer will identify the classification to be affected. Such reduction will then be applied to the junior employee(s) in that classification at that location provided the remaining employee(s) at that location have the necessary qualifications/skills to fill the remaining position(s).
- (b) (i) The Employer will attempt to place the affected employee by offering, according to seniority, available permanent vacancies for which the employee is qualified, within the Geographic Area (as defined by the Parties). If there is not a permanent vacancy available at the same FTE, a lesser FTE will be offered if available.
- (ii) Notwithstanding Article 15, Article 14.02 (b) will be applied prior to the application of Article 15.

- (c) The affected employee so identified who has not been placed may in order of seniority bump one (1) of the three (3) persons with the least seniority in their Geographic Area (as defined by the Parties) or, at the option of the employee, the County, whose permanent FTE is nearest to, but not greater than their permanent FTE,
 - (i) within their own classification, or
 - (ii) failing the employee being able to bump in accordance with (c)(i) above then they may bump one (1) of the three (3) persons with the least seniority, in a lower classification whose permanent FTE is nearest to, but not greater than their permanent FTE, providing that the employee has the capabilities to do the work in question.
- (d) An employee bumping into a lower classification will be paid their current pay rate or, the maximum pay rate for the new position, whichever is the lower.
- (e)
 - (i) An employee who has been identified in 14.02(a), or who has been bumped, and who decides to exercise a right under Articles 14.02(b)(i), (c)(i) or (c)(ii), must notify the Employee Services Department of such desire and identify his/her option selection no later than 1:00 p.m. of the day following the notice of his/her reduction/redundancy. Such notices may be verbal, to be confirmed in writing.
 - (ii) The notice of reduction/redundancy in Articles 14.02(e)(i) will include the employee's options provided in accordance with Articles 14.02(b) and (c).
- (f) Failing placement in 14.02(b)(i), (c)(i) or (c)(ii) above, or failure by the employee to respond in the timelines provided in Article 14.02(e), will result in the employee being laid off.
- (g) An employee who has been displaced under 14.02(c)(i) or (c)(ii) above shall have the same rights under this Article/procedure.
- (h) Employees declared surplus or bumped are only entitled to displace another employee of equal or of lesser full-time equivalency.
- (i) An employee who accepts a reduction in hours or who has elected to and bumps another employee at an equal or lesser full time equivalency than their permanent position will have no further bumping or recall rights unless they are subsequently bumped or declared surplus.
- (j) Employees bumping an employee must accept and be qualified to assume that employee's entire position and work schedule including all hours at another location.
- (k) For the purpose of this article when determining an employee's FTE to be bumped, that employee's total FTE is to be calculated.
- (l) An employee may not bump more than one (1) employee.

- (m) An employee who bumps an employee who has two locations does so voluntarily and is, therefore, not entitled to travel allowance between the locations.
- 14.03 Employees on lay-off shall continue to accumulate seniority until the employee loses their seniority in accordance with Article 13.03(c).
- 14.04 (a) Notwithstanding Article 15.09, an employee on lay-off or on recall to a temporary position will have their transfer requests under Article 15.09 suspended during the period of lay-off or temporary recall.
- (b) Vacant positions will be posted in accordance with Article 15.01 and employees on lay-off may apply.
- (c) The Employer has no responsibility for notifying employees on lay-off of vacancies and/or posted positions. The Board provides a posting hotline number and such number is available from the Employee Services Department.
- 14.05 Effective January 1, 2005, it is understood and agreed that in the event the Employer should change a method or methods now in effect, then all permanent employees covered by this Agreement, who as of December 31, 1999, have four **(4)** or more years seniority, and whose employment is affected by such change, will be offered alternative employment with the employer in a position requiring the same number of regular hours as the employee's former position and will not be terminated or laid off from employment by the Employer as a result of such change. An employee who, pursuant to the provisions of this clause, is transferred to a lower rated classification shall be paid the maximum rate of the classification to which the employee is transferred or the rate paid to the employee in his/her former classification, whichever is lower.

ARTICLE 15: JOB POSTINGS

- 15.01 (a) (i) When a permanent vacancy, or a temporary vacancy (subject to Article 15.03) occurs, or a new position is created inside the bargaining unit, within ten (10) working days, the Board shall post a notice of the position in a suitable location in each work location for five (5) days and send a copy to the Union President's e-mail address. Permanent employees, except probationary employees, and temporary employees working in posted positions on the closing date, may apply except for those excluded under Articles 15.01(b) and (d). A cover letter signed by the employee, with a detailed resume attached, is to be submitted quoting the posting number and the applicant's identification number.
- (ii) Notwithstanding 15.01(a)(i), the Board may delay the posting of a vacancy during the months of July and August when the courier system is not operating.

- (b) Lead Hands (Custodial), Chief Custodians, Group Leaders and employees receiving an allowance under Articles 17.07 and 17.08 are not eligible to apply for temporary postings defined in 15.03 (b) and (c).
- (c) Notwithstanding 15.01(b), an employee receiving an allowance under Article 17.08 may apply for a temporary position in the same location providing he/she continues to carry out the assigned responsibilities of the engineer's position.
- (d) Notwithstanding 15.01(b), a Chief Custodian and a Lead Hand (Custodial) may apply for temporary custodial positions if such position would be a promotion.
- (e) Employees who have accepted and are working in a temporary summer maintenance position are not eligible to apply for any job posting, or to apply for a transfer under Article 15.09, until after the completion of the temporary assignment.
- (f) Notwithstanding 15.01(a)(i), a Maintenance Person may not apply for a temporary Maintenance Person posting.

15.02 Such notice shall contain the following information:

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

15.03 (a) All permanent vacancies shall be posted.

- (b) (i) Only original temporary vacancies in the maintenance classifications which are anticipated to exceed three (3) months will be posted. The resulting vacancy will not be posted regardless of where it occurs.
- (ii) In the event that a temporary vacancy occurs as a result of the posting specified in 15.03 (b) (i), qualified staff within the Custodial Services Area will be considered for the vacancy prior to seeking a replacement from outside the bargaining unit.
- (c) Original temporary vacancies in the custodial classifications which are anticipated to exceed three (3) months will be posted. The first resulting vacancy will also be posted where the original vacancy has been filled from within the bargaining unit.
- (d) Positions of two (2) hours or less will not be posted.

- 15.04 (a) The Board shall first determine whether any of the applicants under Article 15.01 are qualified. If, in the Board's opinion, none of the applicants are qualified, it may then seek applications from within and/or outside the bargaining unit. On request, unsuccessful candidates shall be provided the reasons for the selection of another candidate.
- (b) Notwithstanding Article 15.04(a), the Board may receive external applications, however such applications will only be considered if there are no qualified internal applicants.

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

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

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

- 15.06 (a) After a position has been posted and if the person selected for that position leaves that position within one calendar month, the position need not be reposted. An employee shall be selected in accordance with Article 15.05 from the qualified candidates who made application for the position at the time of the original posting. If no qualified candidate is available to fill the position, the Board may seek applications from outside the Bargaining Unit.
- (b) Should the person leave the position after a period of one calendar month, but less than three (3) calendar months, the position need not be reposted if qualified candidates are available under the original posting. If no qualified candidate is available to fill the position, the Employer shall post in accordance with Article 15.01.
- (c) Should the person leave the position after a period of three (3) calendar months, the Employer shall post the position in accordance with Article 15.01.

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

- (a) to a lower classification, he/she shall be paid at the same wage level in the new classification. If the new rate is not the maximum rate of the new classification he/she shall retain his/her same increment date.
- (b) to a classification in the same wage level, he/she shall retain his/her same rate of pay and increment date (where required).

- (c) (i) to a higher classification, he/she shall be paid at the lowest wage level of the new classification that would result in a rate increase. If the new classification is in the same Classification Group, the new wage level must result in a rate increase of at least 3% over the former level but not exceed the maximum rate of the classification.
- (ii) for the purpose of Article 15.07(c)(i) only, Groups 6, 7 and 8 will be considered to be the same Classification Group.

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

- 15.08 (a) A successful applicant to a job posting, who has attained seniority, shall be placed on trial for a period of three (3) consecutive calendar months. Absence during the trial period will extend the trial period for an additional period equivalent to the absence. In the event the employee proves unsatisfactory in the position during the aforementioned trial period, he/she will be returned to his/her former position at his/her previous hourly rate. The implementation of this sequence of events may result in the lay-off of an employee in accordance with Article 14.01 and 14.02.
- (b) The trial period referred to in Article 15.08(a) is not for the purpose of allowing an employee to attain the capabilities/qualifications required for the posted vacancy.
- 15.09 (a) An employee with seniority wanting to transfer within their permanent classification to another location in the same classification with no increase in hourly rate (including allowances) and a maximum four (4) hour increase in daily hours of work may indicate such by:
 1. Completing a Request for Transfer form and sending it to the Employee Services Department. All requests will remain active unless withdrawn in writing, or changed by the submission of a new form. All exercised requests for previous and present locations are considered to be active requests and should therefore also be treated in the above manner.

Other Conditions:

2. To be considered for a particular vacancy, the transfer request must be received in the Employee Services Department not less than thirty (30) days prior to the Employer declaring the position vacant.
3. When a position becomes vacant and before posting, the Requests for Transfer will be reviewed. Providing the employee has an acceptable work record he/she will be transferred in accordance with this article. Should more than one acceptable person request a transfer to the same location, the employee with the greatest seniority will be transferred.
4. **An** employee whose request for transfer has been granted **must** accept the transfer. An exception may be made at the discretion of the Board if the transfer would result in a loss of hours.

5. This article applies only to permanent vacancies.
 6. A maintenance trades employee applying for a transfer under this article must have the required experience and skills for the specific position.
 7. A permanent employee in a temporary position obtained through a job posting [15.03(c)] will not be considered for a transfer under this article unless the vacant position under consideration is in the same classification and at the same location as the employee temporarily occupies.
 8. Employees on lay-off, or who have returned from lay-off to work in a temporary position may not submit a new transfer request during such period and **all** requests for transfer are suspended.
 9. Where the Employer has been notified of a future vacancy more than thirty (30) days prior to the actual date that the position will be vacant, it will review transfer requests thirty (30) days prior to that date.
 10. Notwithstanding 15.09(a) a Group Leader may not transfer to another Group Leader position.
- (b) A custodial employee may use this process to transfer to a lower custodial classification.
- (c) Notwithstanding Article 15, the Board may appoint an employee in a temporary Chief Custodian position to permanent status providing:
- the employee is on the Chief Custodian Shortlist;
 - there are no valid transfer requests for this vacancy from an employee with more seniority under 15.09;
 - the employee is currently in the vacancy on a temporary assignment through a job posting.
- 15.10 (a) A successful candidate to a job posting, or a transfer request under Article 15.09 may not apply for another transfer or job posting for a period of six (6) months from the effective date, except to apply for a job posting that would provide for a promotion, additional hours or to apply for a transfer from a position that has changed to a split shift position.
- (b) Notwithstanding 15.10 (a), an employee in a temporary assignment may apply for the transfer, or the job posting, if his/her temporary assignment becomes a permanent vacancy

ARTICLE 16: LEAVES OF ABSENCE

16.01 (a) The Employer may grant a leave of absence in writing to employees for periods not to exceed twelve (12) months without pay and without loss of seniority. If the Employer grants a leave of absence in excess of thirty (30) days, the employee shall not accumulate seniority beyond thirty (30) days. Any request for a leave of absence shall be in writing stating the reason for the leave and be directed to the employee's immediate supervisor outside of the bargaining unit.

(b) Notwithstanding 16.01(a), the Employer may grant a medical leave for medical reasons for a period greater than twelve (12) months.

16.02 An employee granted a leave of absence who uses such absence for a different purpose than that for which it was granted or does not return to work on the expiration of such leave, shall be deemed to have terminated his/her employment, and such a person, if rehired, shall start at the lowest rate for the classification of the work available.

16.03 Bereavement Leave

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

(b) When a death occurs to an uncle, aunt, brother-in-law, sister-in-law, or grandparent of an employee, the employee shall be granted one working day's leave of absence from his/her employment without loss of pay, to attend the funeral. Such leave of absence shall be charged against the employee's accumulated sick leave credit. Upon request of the employee and upon approval of the employee's supervisor, the leave of absence may be extended to three (3) days if such is required for purpose of travelling.

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

(d) In the event of a death of an employee, in the bargaining unit covered by this Agreement, then, upon request, one day's leave of absence without pay will be granted to up to six (6) bargaining unit members, including the executive member if granted leave under 16.03(c), to act as pallbearers.

16.04 Union Conference

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

16.05 Election Leave

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

16.06 Union/Public Office

Notwithstanding Article 16.01, an employee who is elected, or selected for a full-time position with the Union, or any body with which the Union is affiliated, or public office, may be granted a leave of absence without pay, and without loss of seniority. Seniority shall accumulate for a maximum of two years. Upon return from such leave, the employee will be placed in a position comparable to the one held prior to the commencement of such leave, at a salary level which applies for the experience gained at the time of the commencement of the leave.

16.07 Jury Duty/Subpoena

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

16.08 Pregnancy and Parental Leave

- (a) A Pregnancy or Parental Leave without pay shall be granted in accordance with the Employment Standards Act and as augmented by this Article.
- (b) Requests for such a leave shall be made in writing to the employee's supervisor as soon as possible but not later than two weeks before the date the leave is to commence. The employee shall attach a medical statement confirming the estimated delivery date.
- (c) Notwithstanding Article 16.01, such leave(s) shall not result in loss of seniority, which shall accumulate during the leave(s), or loss of service for vacation entitlement.

- (d) The Board will continue to subsidize the premiums for the employee benefit plans, as per Article 21.05, that the employee is enrolled in during a Pregnancy and/or Parental Leave(s). The employee will authorize the Board to deduct his/her monthly share of the premiums from the bank account the Board currently has on file for that employee. Failure to provide that authorization will require the employee to prepay his/her share of the premiums prior to the commencement of the leave.
- (e) An employee on Pregnancy and/or Parental Leave must notify the Manager of Employee Services, in writing, of the date the leave will end, at least four weeks prior to that date.
- (f) Upon completion of the leave, the employee will return to his/her original position and work location-providing the position still exists. In the event the original position does not exist, the employee will be reassigned to a comparable position in accordance with Article 14.

16.09 Adoption Leave

Adoption Leave shall be granted and all conditions and entitlements shall apply as defined in 16.08.

16.10 Seminars

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

16.11 Special Leaves

Upon the request of any employee, and with the prior approval of the supervisor and the Manager of Employee Services, accumulated sick leave credits may be used to cover the following absences of a special nature:

- (a) community or public service of an emergency nature;
- (b) serious accident or illness in the immediate family for sufficient time to alleviate the emergency condition;
- (c) emergency medical or dental appointment and specialist appointment;
- (d) convocation or graduation from an elementary school (grade 8), secondary school, college or university diploma or degree program involving the CUPE member, the member's spouse, child or parent. The following guidelines will apply when determining the period of such leave:

an afternoon shift employee attending an evening graduation/convocation may be approved for the full shift;

- a day shift employee attending an evening graduation/convocation may be approved for one-half shift;

an afternoon shift employee attending a day graduation/convocation may be approved for up to a full shift if also attending an evening ceremony;

a day shift employee attending a day graduation/convocation may be approved for a full shift;

a reasonable amount of additional time may be allowed for travel and/or preparation:

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

16.12 Inclement Weather

If an employee is, in the opinion of the immediate supervisor outside of the bargaining unit, justifiably absent due to unreasonably unsafe winter travel conditions, the employee shall be paid for such absence and the corresponding sick leave credit shall be deducted. If, in the opinion of the supervisor, the employee's absence was not justifiable the employee shall not be paid for the duration of such absence. The employee must report his/her inability to get to work to his/her immediate supervisor outside of the bargaining unit at the earliest possible time.

ARTICLE 17: WAGES AND ALLOWANCES

- 17.01 During the lifetime of this Agreement, the Employer agrees to pay the scale of wages as set out in Schedule "A" attached hereto, which is hereby made a part of this Agreement.
- 17.02 When a new classification is established, a temporary rate of pay for that classification will be established by the Board until a regular rate can be negotiated through the normal Collective Bargaining process. Such process will be initiated within thirty (30) calendar days of the Board assigning an employee to the new position. Should the negotiated rate be higher, then it will be paid retroactive to the employee's start date in the new position.
- 17.03 If the duties of an existing job or classification are substantially changed, the Union shall be consulted.
- 17.04 Absence from employment not paid for by the Board and which is in excess of one continuous month shall not count as service to advance an employee through the wage rates for a classification.
- 17.05 (a) Pay days shall be every second Friday.
- (b) Each employee covered by this collective agreement shall provide to the Board the name of his/her bank or trust company and the account number to which payment will be made by direct deposit.

- 17.06 (a) Each employee covered by the Agreement will be paid a shift premium for each hour worked on the afternoon and midnight shifts as follows:
effective September 1, 2001 - \$.50 per hour
- (b) An employee who is scheduled to work a split shift shall receive the shift premium for each hour worked on all such shifts. For the purpose of this clause, a split shift is a shift where the regular daily hours of work are scheduled with a break of two (2) hours or more.
- 17.07 (a) A Lead Hand (Maintenance) shall be paid a responsibility allowance as follows:
effective September 1, 2001 - \$.67 per hour
- (b) A Custodian who is himself/herself responsible for a school shall be paid a responsibility allowance as follows:
effective September 1, 2001 - \$.62 per hour
- (c) The allowance defined in 17.07(a) will be paid to an employee who is assigned by the Board to provide direct supervision to a crew of three (3) or more students.
- 17.08 (a) The Board may, at its sole discretion, pay an allowance of sixty-eight cents (\$0.68) per hour to custodial employees designated by the Board to maintain Centrifugal Heating, Ventilating and Air Conditioning Systems.
- (b) Effective September 1, 2005, Preventative Maintenance Persons responsible for the treatment and monitoring of water treatment facilities will be paid an additional allowance of fifty cents (\$0.50) per hour.
- 17.09 (a) Effective September 1, 2000 employees required to use their cars for Board business will be paid an allowance for all kilometers actually and necessarily traveled on Board business during paid working hours as in the Board's current policy.
- (b) If the employee is required to use his/her car for heavy hauling then he/she shall be paid an additional twenty cents (0.20) per kilometer. This allowance for heavy hauling will be paid for the towing, or the transporting of supplies and equipment of such weight (usually in excess of approximately 150 pounds) that would result in additional or unexpected costs and/or abnormal wear to the vehicle.
- (c) Notwithstanding Article 17.09 (b), Preventative Maintenance Persons will not receive the additional twenty cents per kilometer for heavy hauling. They will, instead, receive an additional ten cents (\$0.10) per kilometer for all kilometers driven using their personal car for authorized Board business

- (d) This allowance is not paid for driving to and from work but where a custodian is temporarily assigned to a school which requires him/her to drive further than the distance between his/her home and his/her normally assigned school, then he/she shall be paid the allowance for all kilometers driven which are further than he/she would normally drive going to and from his/her home and his/her normally assigned school.
- (e) Notwithstanding 17.09(a), employees who by choice work at more than one (1) location or who accept additional hours or overtime hours at another location will not be eligible to receive the allowance.

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

Effective September 1, 1999

- for schools up to 50,000 square feet	\$14.67
- for schools of more than 50,000 but · less then 100,000 square feet	\$17.37
- for schools of 100,000 square feet or more	\$20.13

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

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

ARTICLE 18: SICK LEAVE

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

Service is defined as a period of time in which the employee is receiving pay or sick leave benefits.
- (c) One (1) day per month of the sick leave credits provided for in Article 18.01(b) to a maximum accumulation of seventy-five (75) days, will be used only for the purpose of personal disability.

18.02 The unused portion of sick leave will be accumulative to a maximum of two hundred and sixty days.

- 18.03 (a) Effective January 1, 1991 all part-time employees shall be included in the plan on a pro-rata basis. Accumulations (including maximum on accumulation) and use of sick leave credits shall be in proportion to the portion of a full-time position that the employee works.
- (b) Part-time employees on staff as of January 1, 1991 will maintain their present sick leave accumulation unless it exceeds the pro-rated maximum accumulation. Sick leave credits in excess of the pro-rated maximum will be segregated into an account entitled "excess sick-leave account" and will be reinstated on a pro-rata basis should that person increase his/her percentage of time worked.
- 18.04 Effective January 1, 1991 a full-time employee who becomes a part-time employee will maintain his/her present sick leave accumulation unless it exceeds the pro-rated maximum accumulation. Sick leave credits in excess of the pro-rated maximum will be segregated into an account entitled "excess sick-leave account" and will be reinstated on a pro-rata basis should that person increase his/her percentage of time worked.
- 18.05 (a) (i) A custodial employee who is unable to report to work, without prior approval, must contact the Employer as soon as possible before the start of the shift in accordance with the Custodial Procedures Manual.
- (ii) A maintenance employee who is unable to report to work, without prior approval, must contact the Employer in accordance with the Employer's procedure as soon as possible before the start of the shift.
- (b) To be eligible to qualify to receive paid sick leave for such absence, the employee must notify his/her supervisor in accordance with 18.05 (a) and have available sick leave credits.
- (c) The employer reserves the right to require proof of illness by medical certificate or such other form of proof as the employer may require before payment of sick leave is granted. At the employer's discretion such form of proof may be a signed statement from the employee stating the reason for the absence and the name of the attending physician.
- (d) An employee who has exhausted his/her accumulated sick leave credits and who wants to remain covered under the benefit provisions of Article 21 of this agreement, shall authorize the Employer to deduct his/her monthly share of the premiums from the bank account that the Employer has on file for that employee.
- 18.06 An employee absent due to sickness or accident compensable by the Workplace Safety & Insurance Board who has accumulated sick leave credits may draw upon the accumulated sick leave credits for the difference between his/her regular pay and the amount payable by the Workplace Safety & Insurance Board. The Board agrees to continue to permit employees with accumulated sick leave credits to draw upon the said credits pending settlement of the compensable claim and adjust the amount of the credit following settlement of the claim and the payment to the Board. Employees will not be entitled to sick leave credits for pregnancy.

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

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

where N is the number of accumulated sick leave credit days at the time of the employee's separation from the Board and S is his/her salary during the last year of employment. In any event, the gratuity shall not exceed the amount of one half year's earnings at the employee's wage rate received by the employee immediately prior to retirement or death.

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

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

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

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

18.09 The reference, in Articles 18.07 and 18.08, to "260" pertains to full-time employees only and will be pro-rated for part-time employees.

ARTICLE 19: VACATIONS WITH PAY

19.01 Vacations with pay will be granted to permanent employees in accordance with the following:

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

- 19.02 Permanent employees with less than one (1) year of continuous service by June 30th of any year shall receive one (1) day of vacation with pay for each full month of service up to a maximum of ten (10) days vacation with pay.
- 19.03 Permanent employees who have more than one (1) year of continuous service by June 30th of any year shall receive vacation as defined below. Continuous service for the purpose of this article will be determined by the employee's seniority date.

<u>Service as of June 30</u>	<u>Weeks of Vacation with Pay</u>
1 year but less than 3 years	2
3 years but less than 10 years	3
10 years but less than 17 years	4
17 years but less than 26 years	5
26 years or more	6

Employees on unpaid leaves of absence (Article 16.01) which exceed thirty (30) consecutive calendar days, except medical leaves supported by a doctor's statement, will have that year's vacation entitlement reduced by a corresponding pro-rated amount,

- 19.04 (a) A Custodian entitled to three (3) or more weeks vacation shall be scheduled for three (3) weeks of vacation during the summer unless otherwise agreed with the immediate supervisor. Other employees' vacations shall be scheduled by agreement between the employee and the immediate supervisor.
- (b) Any employee having more than three (3) weeks vacation entitlement shall receive such additional vacation with pay at a time mutually agreed upon between the Employer and the employee.
- (c) In the event the Board has a shut down over the Christmas period or over the March break, it is agreed that CUPE employees will be assigned to work on days not designated as paid holidays.
- 19.05 Where an employee is entitled to paid sick leave for the two (2) weeks immediately preceding his/her scheduled vacation and the circumstances causing the sick leave continue through the employee's entire scheduled vacation time, the employee shall be entitled either to take his/her vacation at another time scheduled by the Employer or to elect to be paid his/her vacation pay instead of sick leave pay for the period of the scheduled vacation, provided that the sickness or the accident causing the sick leave shall be certified by a physician.
- 19.06 Temporary employees will receive four percent (4%) vacation pay on all regular earnings, excluding vacation pay, at the time of receiving such earnings.
- 19.07 Effective July 1, 1999, permanent part-time employees working additional temporary hours will receive four percent (4%) vacation pay on those additional earnings at the time of receiving such earnings.

ARTICLE 20: HOURS OF WORK AND OVERTIME

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

20.02 (a) The work week for all full-time employees shall be forty (40) hours consisting of five (5) consecutive workdays.

(b) In the school years 2004/2005, 2005/2006, 2006/2007, and 2007/2008, during the period of the summer school closing until one week before school opening, the work week for all employees shall consist of four (4) consecutive work days of ten (10) hours, which shall include the provisions of Article 20.04. Under this schedule, daily overtime shall be after ten (10) hours exclusive of meal periods, and Staff Holiday pay shall be eight (8) hours for full time employees. During those weeks which include a Staff Holiday, the shifts may revert to eight (8) hours.

(c) Notwithstanding Article 20.02(b), where the location is on a modified calendar and the location is open to teachers and/or students, the hours of work for employees at such location(s) will revert to those specified in Article 20.02(a).

20.03 Except for the work covered in Article 17.10 of this Agreement, all work performed on a Saturday, or over forty (40) hours in a week shall be paid for at the rate of time and one-half (1½) the employee's basic rate. All work performed on a Sunday, or on a Staff Holiday as defined in Article 22.01, shall be paid for at the rate of double time (2X) the employee's basic rate. The time spent in the work covered by Article 17.10 shall not be included in computing the hours worked for the purpose of determining overtime.

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

(a) Full-time employees will receive two (2) rest periods per shift.

(b) Part-time employees will receive rest period(s) as follows:

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

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

20.06 An employee who is called in and required to perform emergency work outside his/her regular working hours and after the employee has gone home having completed the normal day's work, shall be paid for such work a minimum of three (3) hours' pay at overtime rates or at overtime rates for all work performed by the employee, whichever is the greater. This provision does not apply to the school check referred to in Article 17.10, nor does it apply in the event that an employee is requested to report for work before his/her normal starting time.

ARTICLE 21: EMPLOYEE BENEFIT PLANS

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

BENEFIT PLAN	EMPLOYERS SHARE OF PREMIUM
Extended Health Insurance Plan	85%
Life Insurance- \$25,000	100%
Accidental Death & Dismemberment- \$25,000	100%
Dental Insurance	80%

Life Insurance

In addition to Life Insurance indicated above, the Board will provide, effective July 1, 1991, optional life insurance in the amount of \$75,000 for those employees who have the basic \$25,000 coverage. The employee will be required to pay the full premium cost for the optional amount (\$75,000).

Current employees not enrolled in the basic life insurance plan as of the date of ratification may apply for coverage by providing a medical statement of health acceptable to the insurance carrier.

Long Term Disability Insurance

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

- 21.02 (a) Employee participation in the Benefit Plans defined in Article 21.01 is optional and requires completion of the respective registration cards within 31 days of completion of the probationary period.
- (b) Notwithstanding 21.02 (a), an employee who has been registered in a benefit plan as a result of completing the qualifying period as a member of another Simcoe County District School Board employee group will not be required to complete another qualifying period.

- (c) Notwithstanding 21.02 (a), an employee who waived his or her rights to enter the plans may subsequently enter the plan(s) providing he/she meets the terms and conditions of the respective plan(s).
 - (d) Participation in the aforementioned benefit plans terminates at age 65.
- 21.03 The Board's share of the premiums for the benefit plans as outlined in 21.01, for permanent part-time employees will be pro-rated on the basis of the proportion of 40 hours per week which the employee normally works, excluding overtime.
- 21.04 The Board will only contribute its share of the premiums for those employees who have completed their probationary period and who are at work, on vacation or on paid sick leave.
- 21.05 Notwithstanding 21.04, effective January 1, 1996 the Board will continue to pay its share of the premiums for the employee benefit plans in which the employee is enrolled during her pregnancy and/or parental leave.
- 21.06 Membership in the Ontario Municipal Employees Retirement System pension plan is compulsory for all full-time employees. The Plan is optional for those part-time employees who meet the criteria as specified in the Pension Benefits Act [section 32.(3)]. The Board will contribute to the cost of OMERS in accordance with OMERS regulations.
- 21.07 The Employer will pay the cost of any medical examinations required under the Occupational Health and Safety Act.
- 21.08 The continuation of benefits during the first year of a leave will be approved by the Board in accordance with the Insurance Carrier's policy/procedure and relevant articles of this collective agreement. For leaves of longer duration, continued benefit coverage is subject to the approval of the Insurance Carrier and relevant articles of this collective agreement.

ARTICLE 22: STAFF (PUBLIC) HOLIDAYS

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

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

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

- 22.02 (a) To be eligible for holiday pay, the employee must have been employed continuously for one calendar month and must work his/her full work day immediately preceding such holiday and his/her full work day immediately following such holiday, unless absent through proven illness or with the permission of the immediate supervisor outside the bargaining unit.
- (b) An employee who is eligible for a staff holiday in accordance with the above conditions and who performs work for the Employer on any of the said staff holidays shall be entitled to be paid at double time his/her regular rate for all time worked on such staff holiday in addition to his/her holiday pay.
- 22.03 (a) Should any of the staff holidays as defined in clause 22.01 fall or be observed during an employee's vacation period, then such day will not be considered to be a vacation day.
- (b) Should a staff holiday be celebrated while an employee is on approved sick leave, no deduction will be made for the day from his/her accumulated sick leave credits.

ARTICLE 23: TEMPORARY TRANSFERS

- 23.01 (a) An employee, who for the convenience of the Employer is temporarily assigned all the duties of another job in which the rate of pay is different from that in effect in such employee's regular job, shall be paid while so employed as follows:
- (i) If the rate of pay for the job to which the employee is transferred is less than the employee's regular rate, he/she shall receive his/her own higher rate of pay;
- (ii) If the rate of pay for the job to which the employee is transferred is higher than the employee's regular rate, he/she shall be paid at the lowest wage level of the new classification that would result in a rate increase. If the new classification is in the same classification group, the new wage level must result in a rate increase of at least 3% over the former level but not to exceed the maximum rate of the classification.
- (b) An employee will be recognized as an acting Chief Custodian, Lead Hand (Custodian) or Group Leader and paid in accordance with Article 23.01(a) when replacing the respective employee for more than five (5) consecutive working days as a full-time replacement.
- 23.02 An employee who for the convenience and benefit of the employee is temporarily transferred to another job instead of being laid off due to lack of work, breakdown of machinery or other like cause, shall be paid the applicable job rate while so employed.
- 23.03 If the Board appoints a temporary Lead Hand (Custodian), Group Leader or Chief Custodian, it shall give first consideration to bargaining unit members who work in the Geographic Area who meet all of the qualifications and whose appointment would not unreasonably interfere with operations provided that the final selection shall be at the discretion of management.

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

23.05 (a) No employee shall be transferred to a position outside the bargaining unit without his/her consent.

(b) In the event a bargaining unit employee is transferred to fill a temporary position outside the bargaining unit, the employee shall retain all seniority previously acquired, and shall continue to accumulate seniority while in that temporary position for a period not to exceed three (3) months. Upon being returned to the bargaining unit he/she shall be placed in his/her original position and rate of pay.

ARTICLE 24: GENERAL -

24.01 (a) The Employer agrees to make coveralls available for use by employees while they are cleaning boilers.

(b) Employees shall be required to wear steel-toe safety footwear. Failure to wear such footwear shall be the subject of discipline.

Effective January 1, 2000, the Employer shall reimburse, upon submission of a receipt, each full-time employee to a maximum of \$90.00 annually towards the cost of the safety footwear specified above. This amount will be pro-rated for part-time and temporary employees and for new employees hired during the year.

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

(b) The Employer agrees to provide, upon request but not more than four (4) times each year, a set of mailing labels (for all permanent employees).

(c) The Union will save harmless the Employer from the costs and penalties of any litigation regarding the disclosure of the above information, whether in court, at arbitration, under privacy legislation or before any other tribunal.

(d) Information about an employee, or other person, provided to the Union by the Employer shall be used by the Union only for the purpose for which it was originally provided and shall be maintained by the Union in a confidential manner.

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

24.04 The Board will replace tools owned by the employee and broken on the job

- 24.05 The Employer agrees that no employee in the bargaining unit who has seniority as of the date of ratification of this collective agreement shall lose their job or have their permanent hours of work reduced as a result of contracting out custodial and maintenance services during the school years 2004/2005, 2005/2006, 2006/2007, and 2007/2008.
- 24.06 The Employer agrees that for any new schools opened within the geographical confines of the Board during the period September 1, 2004 to August 31, 2008, custodial services shall be staffed by members of CUPE Local 1310.

Notwithstanding the above, the Employer may continue to have other arrangements for joint use agreements.

ARTICLE 25: CLOTHING

- 25.01 The Employer will provide and require each permanent employee to wear a uniform while at work. The uniforms will be supplied in stocked sizes with the employee being responsible for the cost of alterations.
- 25.02 The employee will maintain the uniform, at his/her expense, in a clean and presentable manner.
- 25.03 The Employer will determine the replacement issue of uniforms annually in consultation with the Supplies Committee.

Each permanent employee will be supplied with an initial issue of:

- 2 t-shirts
- 1 shorts
- 2 pants/slacks
- 3 shirts/blouses (choice of long or short sleeves)
- 1 sweater (optional)

- 25.04 The Employer will replace worn uniforms on a schedule determined by the Employer in consultation with the Supplies Committee.
- 25.05 Uniforms that are damaged beyond repair will be exchanged and the Employee will pay 50% of the cost.
- 25.06 The uniform is not to be worn for personal use but may be worn to and from work.

ARTICLE 26: TERMINATION

- 26.01 This Agreement shall take effect as of the 1st day of September, 2004 until the 31st of August, 2008 and shall continue in full force and effect from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than thirty (30) days before its termination.

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

DATED at Midhurst, Ontario this 16 day of June, 2005.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

Delora Edwards
Linda Campbell
Cheryl
Janette May
M. Ward
St. John

**CANADIAN UNION OF PUBLIC
EMPLOYEE2 - LOCAL 1310**

James Keenan
Tom Powell
[Signature]
[Signature]
Blay
Dave Beavis

SCHEDULE 'A'
Effective September 1, 2004

CLASSIFICATION		Start	3 Mths	12 Mths	24 Mths
Group 1	BAS Technician	21.28	22.36	23.43	
	Millwright Plumber Electrician Heating Serviceperson Air Conditioning and Refrigeration Technician	21.04	21.44	21.93	
Group 2	Bricklayer Carpenter Locksmith Motor Mechanic	20.01	20.46	20.91'	
Group 3	Maintenance Person Preventative Maintenance Person	17.28 17.18	17.44 17.34	17.74 17.64	18.17 18.06
Group 4	Labourer Maintenance Helper	16.88	17.04	17.34	17.74
Group 5	Truck Driver	16.55	16.74	16.99	17.43
Group 6	Custodian	16.55	16.74	16.99	17.43
Group 7	Chief Custodian Lead Hand Custodian	17.47	17.67	17.96	18.35
Group 8	Group Leader	18.31	18.50	18.79	19.18
		<u>Start</u>	<u>500 Hrs</u>	<u>2000 Hrs</u>	<u>4000 Hrs</u>
Group 9	Casual Custodian	14.15	14.68	15.47	17.11

SCHEDULE 'A'
Effective June 1, 2005

CLASSIFICATION		Start	3 Mths	12 Mths	24 Mths
Group 1	BAS Technician	21.28	22.36	23.43	
	Millwright Plumber Electrician Heating Serviceperson Air Conditioning and Refrigeration Technician	21.04	21.44	21.93	22.37
Group 2	Bricklayer Carpenter Locksmith Motor Mechanic	20.01	20.46	20.91	
Group 3	Maintenance Person Preventative Maintenance Person	17.28 17.18	17.44 17.34	17.74 17.64	18.17 18.06
Group 4	Labourer Maintenance Helper	16.88	17.04	17.34	17.74
Group 5	Truck Driver	16.55	16.74	16.99	17.43
Group 6	Custodian	16.55	16.74	16.99	17.43
Group 7	Chief Custodian Lead Hand Custodian	17.47	17.67	17.96	18.35
Group 8	Group Leader	18.31	18.50	18.79	19.18
		<u>Start</u>	<u>500 Hrs</u>	<u>2000 Hrs</u>	<u>4000 Hrs</u>
Group 9	Casual Custodian	14.15	14.68	15.47	17.11

SCHEDULE 'A'
Effective September 1, 2005

<u>CLASSIFICATION</u>		<u>Start</u>	<u>3 Mths</u>	<u>12 Mths</u>	<u>24 Mths</u>
Group 1	BAS Technician	21.71	22.81	23.90	
	Millwright Plumber Electrician Heating Serviceperson Air Conditioning and Refrigeration Technician	21.46	21.87	22.37	22.82
Group 2	Bricklayer Carpenter Locksmith Motor Mechanic	20.41	20.87	21.33	
Group 3	Maintenance Person Preventative Maintenance Person	17.63 17.52	17.79 17.69	18.09 17.99	18.53 18.42
Group 4	Labourer Maintenance Helper	17.22	17.38	17.69	18.09
Group 5	Truck Driver	16.88	17.07	17.33	17.78
Group 6	Custodian	16.88	17.07	17.33	17.78
Group 7	Chief Custodian Lead Hand Custodian	17.82	18.02	18.32	18.72
Group 8	Group Leader	18.68	18.87	19.17	19.56
		<u>Start</u>	<u>500 Hrs</u>	<u>2000 Hrs</u>	<u>4000 Hrs</u>
Group 9	Casual Custodian	14.43	14.97	15.78	17.45

SCHEDULE 'A'
Effective September 1, 2006

CLASSIFICATION		Start	3 Mths	12 Mths	24 Mths
Group 1	BAS Technician	22.25	23.38	24.50	
	Millwright Plumber Electrician Heating Serviceperson Air Conditioning and Refrigeration Technician	22.00	22.42	22.93	23.39
Group 2	Bricklayer Carpenter Locksmith Motor Mechanic	20.92	21.39	21.86	
Group 3	Maintenance Person Preventative Maintenance Person	18.07 17.96	18.23 18.13	18.54 18.44	18.99 18.88
Group 4	Labourer Maintenance Helper	17.65	17.81	18.13	18.54
Group 5	Truck Driver	17.30	17.50	17.76	18.22
Group 6	Custodian	17.30	17.50	17.76	18.22
Group 7	Chief Custodian Lead Hand Custodian	18.27	18.47	18.78	19.19
Group 8	Group Leader	19.15	19.34	19.65	20.05
		<u>Start</u>	<u>500 Hrs</u>	<u>2000 Hrs</u>	<u>4000 Hrs</u>
Group 9	Casual Custodian	14.79	15.34	16.17	17.89

SCHEDULE 'A'
Effective September 1, 2007

CLASSIFICATION		Start	3 Mths	12 Mths	24 Mths
Group 1	BAS Technician	22.92	24.08	25.24	
	Millwright Plumber Electrician Heating Serviceperson Air Conditioning and Refrigeration Technician	22.66	23.09	23.62	24.09
Group 2	Bricklayer Carpenter Locksmith Motor Mechanic	21.55	22.03	22.52	
Group 3	Maintenance Person Preventative Maintenance Person	18.61 18.50	18.78 18.67	19.10 18.99	19.56 19.45
Group 4	Labourer Maintenance Helper	18.18	18.34	18.67	19.10
Group 5	Truck Driver	17.82	18.03	18.29	18.77
Group 6	Custodian	17.82	8.03	18.29	18.77
Group 7	Chief Custodian Lead Hand Custodian	18.82	9.02	19.34	19.77
Group 8	Group Leader	19.72	9.92	20.24	20.65
		<u>Start</u>	<u>500 Hrs</u>	<u>2000 Hrs</u>	<u>4000 Hrs</u>
Group 9	Casual Custodian	15.23	15.80	16.66	18.43

LETTER OF UNDERSTANDING - #1

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310





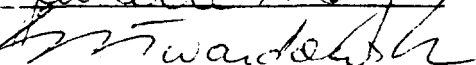
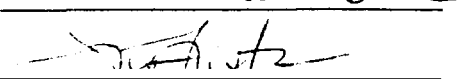
of the Second Part

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


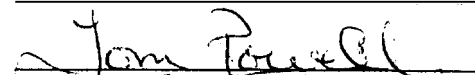
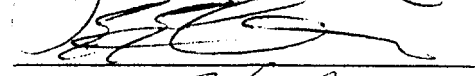
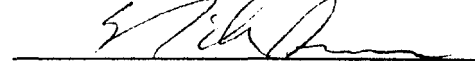
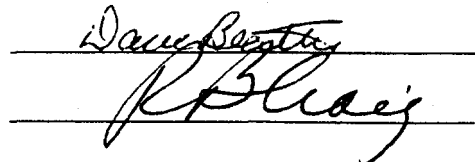
If directed to report at the commencement of their shift to a designated maintenance centre, then the maintenance employee shall be paid from that time until he/she returns to the maintenance centre.

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

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

LETTER OF UNDERSTANDING - #2

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

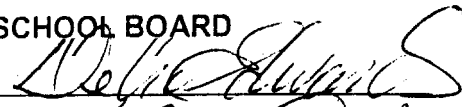

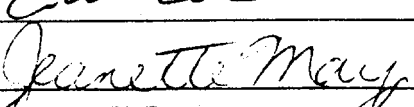
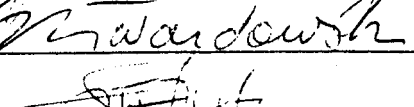
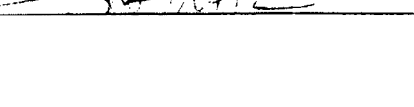

AND ITS LOCAL 1310

of the Second Part

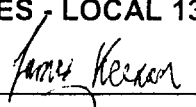

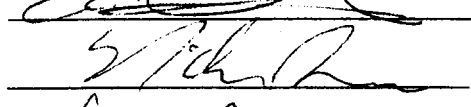
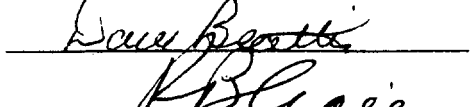
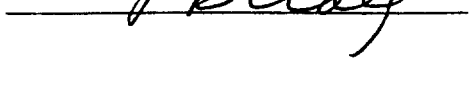
The CUPE President may, with the approval of his/her supervisor, and such approval will not be unreasonably withheld, be released from his/her assigned duties for a maximum of ten (10) hours per week (not to be accumulated) for the purpose of meeting with management, participating in management or joint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

This arrangement is being implemented on a trial basis and will expire effective August 31, 2008 unless renewed in writing by both parties.

SIMCOE COUNTY DISTRICT
SCHOOL BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES - LOCAL 1310

LETTER OF UNDERSTANDING - #3

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

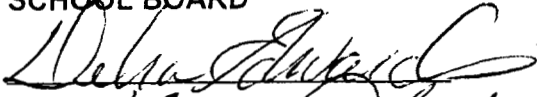
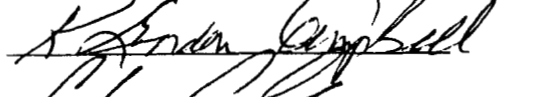
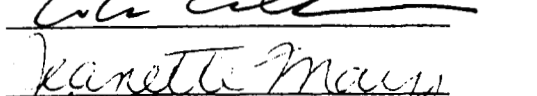
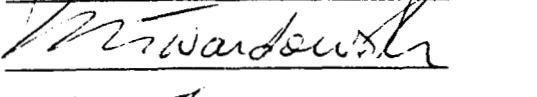
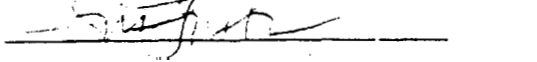

AND ITS LOCAL 1310

of the Second Part

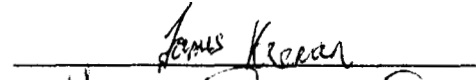

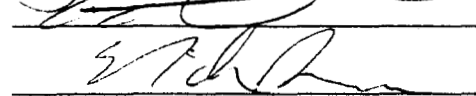
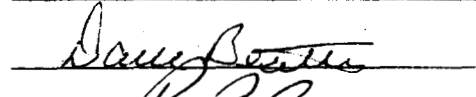
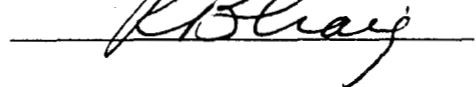

Notwithstanding Article 20.03 and 20.06 at the employee's option, compensating lieu time at the applicable rate, may be taken at a time agreed to by the employee and the employee's supervisor. In the event that such compensating time off is not granted prior to the end of the respective calendar year, plus ten (10) days, then the employee will be paid in accordance with Article 20.03 and 20.06.

This Letter of Understanding will expire August 31, 2008 unless renewed in writing by both parties.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

LETTER OF UNDERSTANDING #4

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

of the Second Part

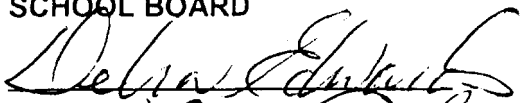
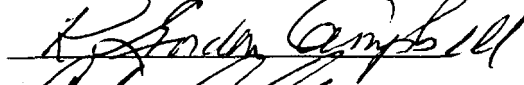
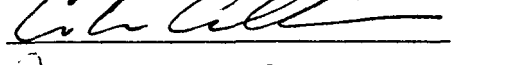


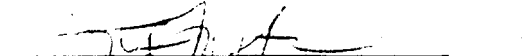
LETTER OF UNDERSTANDING #4

The Employer and CUPE agree that for the calendar years 2005, 2006, 2007, and 2008 custodial employees will, under the following conditions, be allowed to take vacations during the school year in accordance with the following procedure:

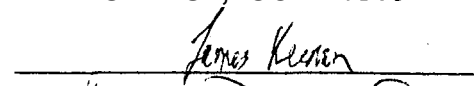

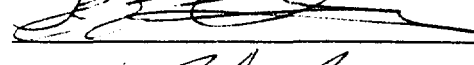

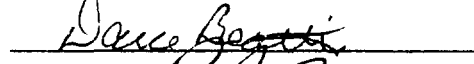
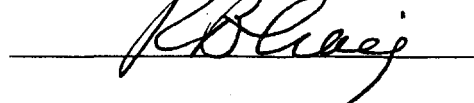
1. Not more than two (2) custodial employees per Custodial Services Area to a maximum of twelve (12) for the county will be granted vacation at any one time during the school year.
2. Employees transferring from one Custodial Services Area to another and/or working on a temporary assignment in Maintenance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

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

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

LETTER OF UNDERSTANDING - #5

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

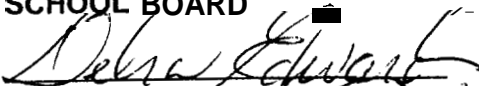
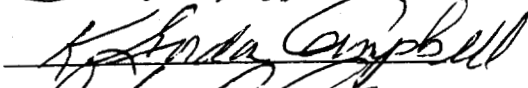
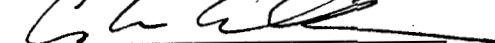
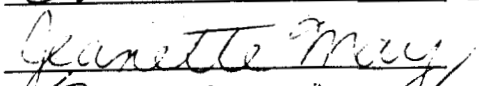
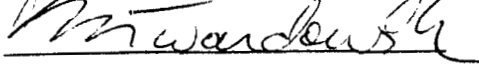
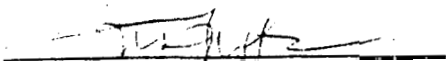
AND ITS LOCAL 1310

of the Second Part

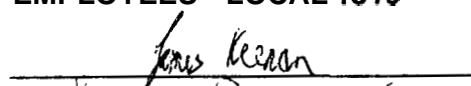


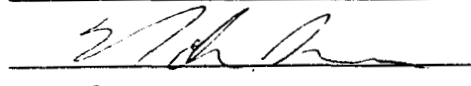
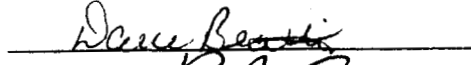
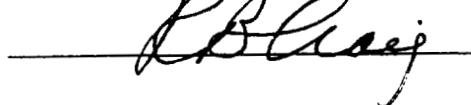
The following procedure shall apply for employees applying, under Article 15.01, for a position of increased hours in the same classification.

Notwithstanding Article 15.05, seniority shall, in all cases, be the governing factor providing the senior candidate's work and attendance record is acceptable to the Employer.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

LETTER OF UNDERSTANDING#6

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310


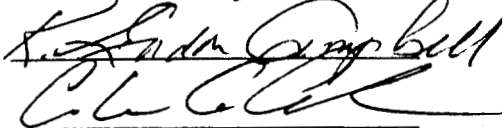
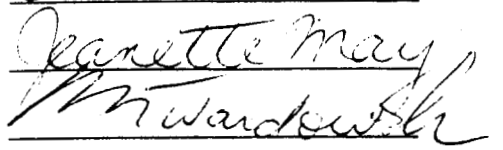
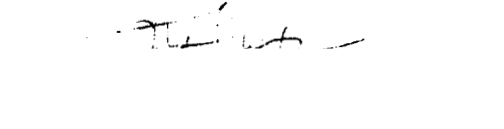

of the Second Part

The Parties agree that, notwithstanding Article 15.01, when an employee is demoted because the employee is incapable of satisfactorily performing all the tasks in the classification or for culpable or willful behaviour, the employee will not be considered for a promotion for a period of one year. At the time of the demotion the Board may, at its discretion, reduce the one-year period and so notify the employee. This will not be done in an arbitrary or discriminatory manner.

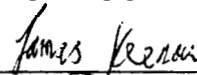

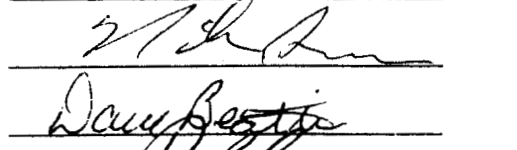
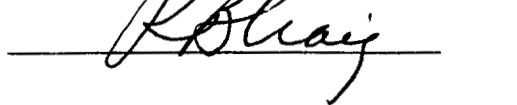
If the employee is absent from work during that period for an extended absence of more than one continuous month then the demotion period would be extended by a corresponding amount of time.

Following the demotion period the employee will be considered for a promotion in accordance with Article 15.05.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

LETTER OF UNDERSTANDING #7

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

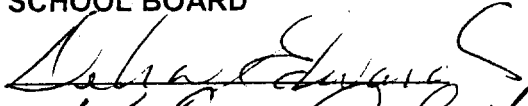
AND ITS LOCAL 1310

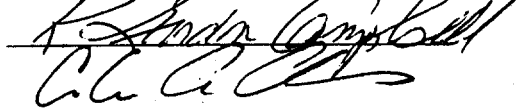
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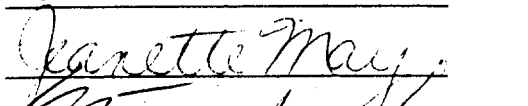
Provincial Wage Reopener

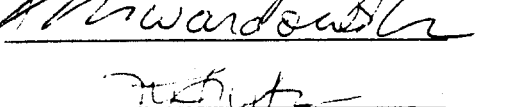
In the event the Province reopens its wage offer to all employee groups in education during the term of this collective agreement, the Board agrees that any percentage increases allocated to the Board for CUPE custodial or maintenance employees' wages will be distributed to the employees as an additional wage increase.


**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**



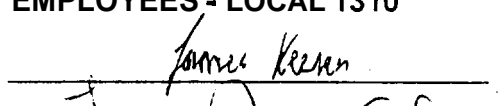


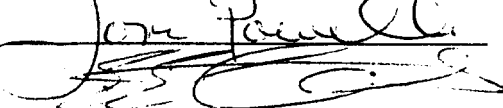


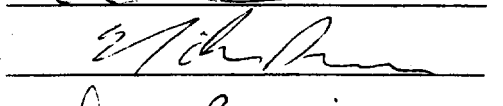


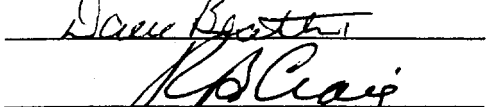



**CANADIAN UNION OF PUBLIC
EMPLOYEES - LOCAL 1310**











LETTER OF UNDERSTANDING#8

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

of the Second Part

The Parties agree that, notwithstanding Article 21 of the collective agreement:

Article 21.01 is of no force or effect, and will be amended in the next round of negotiations to reflect the following fixed Board contributions to benefits rates:

For the purpose of Article 21.03, this section will be considered as Article 21.01.

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

(a) Group Extended Health Insurance

The Board agrees to contribute for full-time employees enrolled in such plan, as directed by the Union, \$156.56 per month towards the cost of family coverage or \$72.18 per month towards the cost of single coverage effective January 1, 2005.

(b) Group Life Insurance

Effective May 1, 2005, employees may opt into a Life Insurance Plan and an Accidental Death and Dismemberment Insurance Plan with basic coverage of \$25,000, as directed by the Union. The employee will pay all premium costs.

In addition to Life Insurance indicated above, the Union may provide optional life insurance in an amount up to \$175,000 for those employees who have the basic \$25,000 coverage. The employee will be required to pay the full premium cost.

(c) Long Term Disability Plan

Employees may participate in a Long Term Disability Insurance Plan as directed by the Union. The Board will contribute \$3.675 per \$100 of benefit for employees enrolled in the plan effective January 1, 2005.

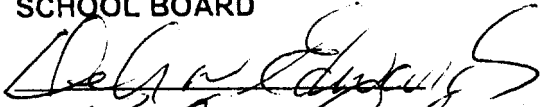
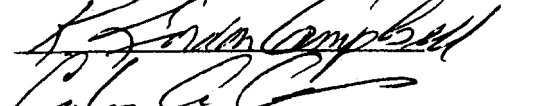
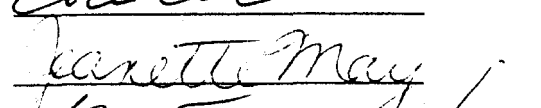
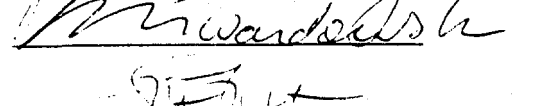

(d) Dental

The Board agrees to administer a Dental Insurance plan as directed by the Union. The Board will contribute for full-time employees enrolled in such plan \$79.10 per month towards the cost of family coverage or \$31.04 per month towards the cost of single coverage effective January 1, 2005.

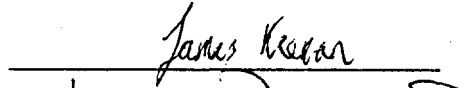

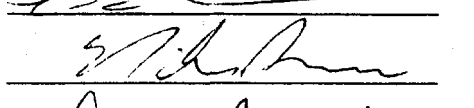
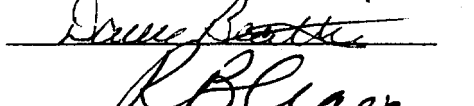
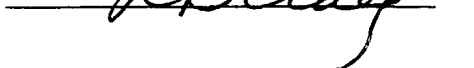
The contributions defined above include the Ontario Sales Tax.

2. (a) Should there be an increase, effective for the benefit year during the term of this Agreement, in the premiums for the insured benefits detailed in Article 21, the Employer shall increase the individual plan subsidies specified in that article by a corresponding percentage not to exceed 10% in each year, providing such premium increases-are warranted.
- (b) Such premium increases for the purpose of this Letter of Understanding only, will:
- (i) not exceed Sun Life's recommended increases; and
 - (ii) will be reduced by any surplus generated in the previous year. .
- (c) CUPE agrees to provide the Employer with sufficient financial data necessary to verify the legitimacy of such increases.
- (d) Should the parties not agree on the need for, or the amount of, the premium increases, the matter may be referred to arbitration under Article 9.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

LETTER OF UNDERSTANDING #9

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

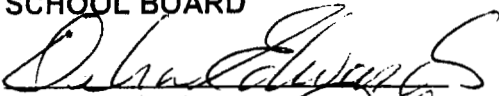
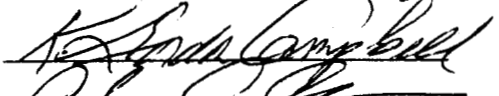
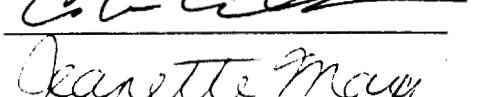
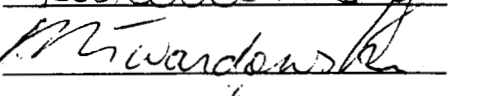
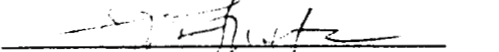

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

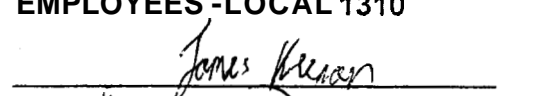


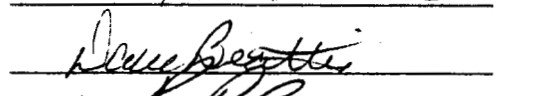
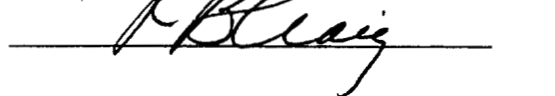

of the Second Part

The Employer agrees that it will not use volunteers or 'workfare' persons to do custodial work while there are CUPE members on lay-off without the approval of the Union.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

LETTER OF UNDERSTANDING #10

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND


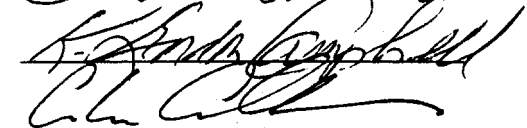
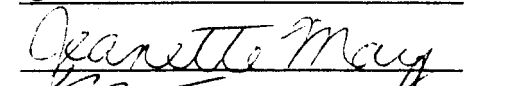
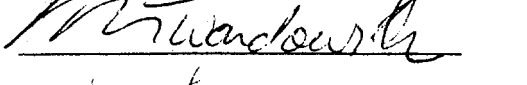
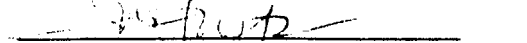
CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1310

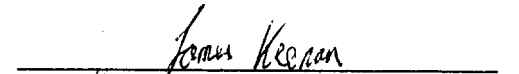
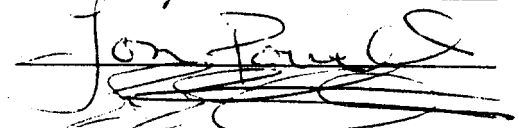
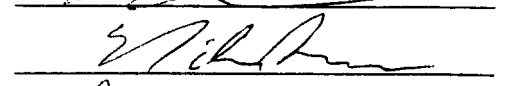
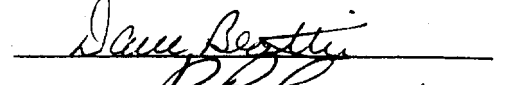

of the Second Part

Effective for the 2005/2006 school year, the Board will make available a different colour shirt/top for Maintenance employees. These will be acquired through the usual replacement process. By August 31, 2008, it is expected that all Maintenance employees will wear the different colour shirt/top.

SIMCOE COUNTY DISTRICT
SCHOOL BOARD

CANADIAN UNION OF PUBLIC
EMPLOYEES - LOCAL 1310

LETTER OF UNDERSTANDING # 11

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1310

of the Second Part

The Parties have agreed to implement the Group Leader, Lead Hand Custodian and Chief Custodian short-listing process in accordance with the guidelines as described below.

Group Leader/Lead Hand Custodian and Chief Custodian Short-listing Procedure

Notwithstanding Article 15 of the C.U.P.E collective agreement, Group Leader, Lead Hand Custodian and Chief Custodian vacancies will be filled in accordance with the following process:

1. Twice yearly in April and October, the Board will post for the Group Leader/Lead Hand and Chief Custodian short-lists inviting resumes from interested internal candidates only.
2. Interested candidates will submit detailed resumes, which outline their qualifications.
3. To begin the eligibility process, the candidate's work and absence record over the preceding 3 years is reviewed. If it is acceptable, a written test will be completed based on the Custodial Procedures Manual, followed by a Behavioural Interview and reference checks.
4. Candidates for both short-lists will be required to successfully complete specific training courses, including a course on Building Systems & Operations, for which they will be tested and certified. Candidates for the Group Leader/Lead Hand Custodian short-list will also be required to successfully complete leadership development training provided by the Board.
5. If a candidate fails either course, he/she may re-apply to the next short-list posting. The cost of any subsequent courses will be borne by the candidate.
6. The Board will pay for travel expenses (mileage) and the hours attended on the certification process (excluding travel time) only after the candidate has successfully attained a permanent Group Leader, Lead Hand Custodian or Chief Custodian position. The mileage and hourly rate of pay will be paid, for the course(s) that was successfully completed, at the rates in effect at the time that the employee took the course(s).
7. Candidates placed on the eligibility list will remain on the list providing that person's work and absence record is maintained at an acceptable level.

8. When a Group Leader or Lead Hand Custodian position becomes vacant and after 15.09 has been applied, the position will be posted so that existing Group Leaders and Lead Hand Custodians and those on the Group Leader/Lead Hand Custodian short-list may apply.
9. When a Chief Custodian position becomes vacant and after 15.09 has been applied, the position will be posted so that existing Group Leaders, Lead Hand Custodians and Chief Custodians and those on the Chief Custodian short-list may apply.
10. In filling the permanent position, the following factors will be considered:
 - (a) ability to perform the work;
 - (b) physical fitness.

The factors (a) and (b) will be evaluated and the position awarded in accordance with Article 15.05.
11. If no internal Group Leaders, Lead Hand Custodians, Chief Custodians or eligible person from the list applies, the Board may appoint a qualified person. The person appointed must complete the Building Systems & Operations course identified in item 4, and meet all other criteria identified in this procedure.

This Letter of Agreement will remain in effect for the period September 1, 2004 to August 31, 2008 and may be renewed by mutual agreement.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

John Edwards
Kenneth Campbell
[Signature]
Deanne May
[Signature]
[Signature]

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

James Keenan
Jon [Signature] & U
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING # 12

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1310

of the Second Part

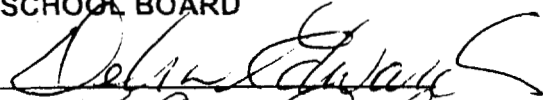
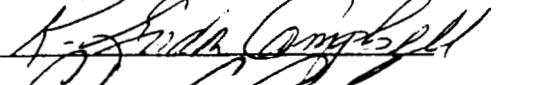
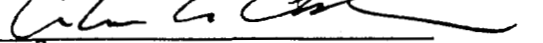
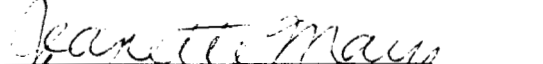
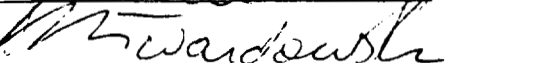
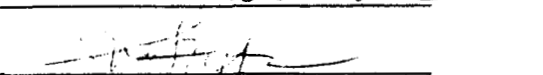
The Parties have agreed to implement the following guidelines as described below.

GUIDELINES FOR MANDATORY LEADERSHIP DEVELOPMENT COURSE
for Incumbent Group Leaders and Lead Hand Custodians,

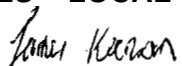
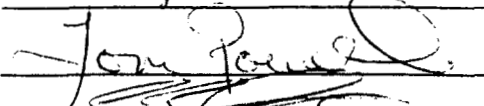


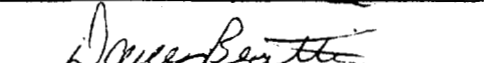
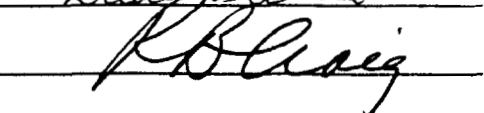
- All incumbent Group Leaders and Lead Hands are required to successfully complete the leadership development course provided by the Board.
- If the employee fails the course the 1st time, the Board will pay for the course.
- The employee will be immediately enrolled in the course a 2nd time and the Board will pay for the course.
- If the employee fails the course a 2nd time, the employee will choose to be immediately enrolled in the course a 3rd time, at the employee's cost, including mileage and hours attended in the course, or the employee will choose a demotion.
- If the employee fails the course a 3rd time, the employee will be demoted.

This Letter of Agreement will remain in effect for the period September 1, 2004 to August 31, 2008 and may be renewed by mutual agreement.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

LETTER OF UNDERSTANDING# 13

BETWEEN:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

- AND ITS LOCAL 1310

of the Second Part

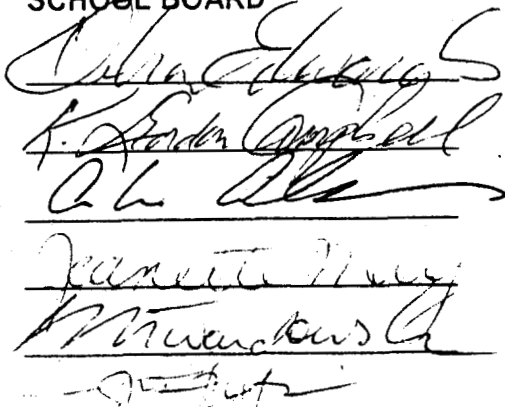
The Parties have agreed to implement the following guidelines as described below.

GUIDELINES FOR MANDATORY BUILDING SYSTEMS & OPERATIONS COURSE
for Incumbent Group Leaders, Lead Hand Custodians and Chief Custodians positions.

- All incumbent Group Leaders, Lead Hand Custodians and Chief Custodians are required to successfully complete the Building Systems and Operations course provided by the Board.
- If the employee fails the course the 1st time, the Board will pay for the course.
- The employee will be immediately enrolled in the course a 2nd time and the Board will pay for the course.
- If the employee fails the course a 2nd time, the employee will choose to be immediately enrolled in the course a 3rd time, at the employee's cost, including mileage and hours attended in the course, or the employee will choose a demotion.
- If the employee fails the course a 3rd time, the employee will be demoted.
- An 80% attendance record is required for a pass mark plus a pass mark on a written test.

This Letter of Agreement will remain in effect for the period September 1, 2004 to August 31, 2008 and may be renewed by mutual agreement.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**



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

