

COLLECTIVE AGREEMENT BETWEEN

THE **FRONTENAC** COUNTY BOARD OF
EDUCATION

and

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS

LOCAL 1480

September **1, 1996** TO August **31, 1998**

INDEX

Article	Title	Page
1	Recognition	1
2	Management Rights	1
3	Civil Rights	2
4	Union Security	2
5	Correspondence	3
6	Labour Management Committee	3
7	Grievance Procedure	4
8	Arbitration Procedure	6
9	Discharge and Suspension	8
10	No Strikes or Lockouts	8
11	Seniority	9
12	Promotions and Staff Changes	10
13	Layoffs and Recalls	12
14	Hours of Work	13
15	Overtime	16
16	Holidays	18
17	Vacations	18
18	Leave of Absence	21
19	Short Term Sick Leave Plan	24
20	Payment of Wages and Salaries	28
21	Welfare Benefits	30
22	Uniforms and Protective Clothing	33
23	General	34
24	Duration of Agreement	38
	Wages Schedule "A"	39
	Memorandum of Agreement (WCB Form)	41
	Casual Employees	42
	Letter of Understanding (Sick Leave)	44
	Memorandum of Agreement (Head Caretakers)	45
	Letter re Lay-off	47
	Memorandum (Caretaker Replacement Process)	48
	Letter of Agreement (Cost Savings)	49
	Memorandum of Agreement (1% Payment)	50
	Memorandum of Agreement (Summer students)	51
	Memorandum of Agreement (Maintenance Drugs)	52
	Memorandum of Agreement (Frozen Sick Leave)	53

ARTICLE 1 - RECOGNITION

- 1.01** The Employer recognizes the Union as the sole exclusive bargaining agent for all of its employees engaged in ~~maintenance services and plant operations~~. save and except supervisors agreed to by the parties, persons above the rank of supervisor agreed to by the parties, and office staff.
- 1.02** (a) The Memorandum of Agreement regarding Casual Employees shall form part of this agreement.
- (b) During the period from May 1st to Labour Day for university and college students, and during the period from June 15th to Labour Day for high school students, such students may be employed to work within the jurisdiction of Local 1480 as assigned by the employer. It is understood that no student will be employed which will cause the layoff of a regular employee nor will such student be employed while any regular employee is on layoff. It is further understood that no student will be employed to circumvent job postings or to be used as a replacement for a vacancy pending a job posting. For the purpose of this contract, a student is defined as a person enrolled in regular full terms at high school, college or university. Any student so employed is excluded from the provisions of this contract.
- 1.03** No person whose regular job is not in the bargaining unit shall perform work which is normally and exclusively performed by employees in the bargaining unit except for the purpose of instruction, experimentation, self-familiarization, or when an employee who would normally perform the work is not readily available.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** The Union acknowledges that (except as expressly modified or covered by any articles of this agreement) it is the exclusive right and function of the Employer to:
- (a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by the employees:

- (b) hire, retire, classify, direct, transfer, demote, promote, lay-off, discipline, suspend or discharge employees, assign employees to shifts, provided that a claim of discriminatory demotion, retirement, discipline, suspension, or that an employee has been discharged without just cause, may be the subject of a grievance and be dealt with as provided for in this agreement.
- (c) generally manage the services and operations, in which the Employer is engaged, and, without restricting the generality of the foregoing, to retain all residual rights of management, to have absolute control of buildings, to determine the number and locations of establishments, the number of personnel required, the work to be performed and the scheduling of such work. the standards of performance of all employees, the machines, tools and material to be used and the location of such machines, tools and material.

ARTICLE 3 - CIVIL RIGHTS

- 3.01** No discrimination, intimidation, interference, restraint or coercion will be practised by either the Employer or the Union or by any of their officers or representatives against any employee by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, or by reason of membership or activity in the Union or by reason of lack of membership or activity in the Union.

ARTICLE 4 - UNION SECURITY

- 4.01** Employees will be required to permit the deduction from their pay once each month. of an amount equivalent to the regular monthly dues of the Union commencing in the case of new employees at the time of the regular monthly check-off on the first day of employment. Such deductions shall be made and remitted by the Employer to the Treasurer of the Local not later than the fifth (**5th**) day of the month following the month when such deductions are made. Within fifteen (**15**) days, such deductions so remitted shall be accompanied by a list of those employees who have been added to or deleted from the master list.

The Union agrees to save the Employer harmless from all deductions made from an employee's pay as provided herein.

- 4.02** All employees who are now members of the Union shall remain members of the Union and all new employees shall become members of the Union after they have completed their probationary period as a condition of employment.
- 4.03** The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security, dues check-off, and give each new employee a copy of this agreement.
- 4.04** The employer agrees to deduct union dues from summer students who earn an hourly wage of ten (10) dollars or more.

ARTICLE 5 - CORRESPONDENCE

- 5.01** (a) All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the officers of the Local Union and the National Representative with a copy to the Secretary and applicable Officer of the Employer.
- (b) From time to time, the Employer shall notify the Union in writing of the applicable Officer referred to above for the purpose of specific correspondence.
- (c) A copy of any letter of discipline shall be sent to the President of the Local Union.

ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE

- 6.01** It is agreed that a Labour/Management Committee will be established consisting of four representatives from Local 1480 and four representatives from the Employer to discuss matters of mutual concern which matters may not necessarily be covered by the terms of any existing agreements.

The fundamental purpose of the Committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its employees. This Committee shall have no power to effect changes in the existing agreement with Local 1480.

It is agreed that there will be meetings every two (2) months - January, March, May, July, September and November. In the event there is no agenda for a meeting in any particular month. then that meeting may be cancelled.

Regarding the above meetings. extra meetings shall be held when deemed necessary by the parties.

- 6.02** The Employer agrees to recognize a negotiating committee of not more than five (5) employees.
- 6.03** The Employer agrees to recognize a Union Grievance Committee consisting of the President, Recording Secretary, Chief Steward and the Steward involved with the grievance.
- 6.04** Employees on any committee that has Employer and employee representation (except the Health and Safety Committee) shall suffer no loss of wages when meeting with Management during their regular working hours. Meetings continuing or taking place after regular working hours are not subject to compensation.
- 6.05** Employees who participate on the Health and Safety Committee shall not suffer loss of wages when meetings of this Committee are held during their regular working hours. Employees who are on the Health and Safety Committee who attend meetings after their normal hours of work. shall be entitled to compensation in accordance with the Ontario Occupational Health and Safety Act.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01** The Employer recognizes the right of the Union to appoint or otherwise select eight (8) stewards to assist employees in preparing and presenting grievances in accordance with the grievance procedure. Two (2) stewards shall be appointed by the Union as Chief Stewards.
- 7.02** A steward shall function only within the Zone he/she represents. Chief Stewards may function in any zone. There shall be a number of Zones of which the groupings have been agreed to be the parties.

The Union shall notify the Employer in writing of the names and Zones of these stewards and of the Chief Steward before the Employer shall be required to **recognize** them. The number of stewards and the zoning may be varied by mutual consent.

7.03 The Union agrees that committeeperson and stewards have regular duties which must be effectively and efficiently performed on behalf of the Employer and that such employees will not, therefore, leave their regular duties without first obtaining permission to do so from their immediate supervisor (for maintenance employees, the Plant Maintenance Supervisor; for other employees, the Principal), and that when resuming their regular duties they will be required to report their return to their immediate supervisor (for maintenance employees, the Plant Maintenance Supervisor; for other employees, the Principal), and that time so taken away from regular duties will be confined to an absolute minimum. It is understood that time so taken away from regular duties will be without loss of pay, provided the time so spent in meeting with representatives of the Employer is on the Employer's premises and is during the working hours of such a committeeperson or steward.

7.04 When it appears that a grievance may be recorded. the employee, with a steward or an officer of the Union, or an officer of the Union may speak to the appropriate supervisor in an attempt to clarify and resolve the matter. Failing that:

A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this collective agreement. The grievance of an employee shall be put forward in writing and be signed by the employee directly involved. The grievance shall proceed in the following manner:

STEP 1

The employee shall present his/her written grievance to an officer of the Human Resources Services Department, and he/she may, if he/she so desires, have the assistance of their steward in presenting such grievance, and the Employer shall reply to the grievance in writing. If a settlement satisfactory to the employee concerned is not reached within ten (10) working days, or within any longer time which may be mutually agreed upon, then Step 2 may be invoked provided such latter action is commenced within ten (10) working days after the completion of Step 1. It is agreed that no grievance shall be presented to any later stage of the grievance procedure, or to the Board of arbitration, where the alleged circumstances of the grievance originated or occurred more than thirty (30) working days prior to its original presentation in writing at Step 1. The Employer shall not be required in any event to make any adjustment back to a date that is

earlier than twenty (20) working days prior to the filing of the grievance in writing at Step 1.

STEP 2

Failing a satisfactory settlement of the grievance under Step 1, the Union Grievance Committee may then take the grievance up with the Director of Education or his designate at a meeting arranged for that purpose which meeting shall be held within ten (10) working days or at a mutually agreeable date. It is understood that a representative of the Canadian Union of Public Employees may be present at such a meeting and representatives of the parties who met at the earlier stage of grievance procedure, if their presence is requested by either party. If a satisfactory settlement is not reached within ten (10) working days following the day on which deliberations commenced, or such additional time as may be mutually agreed upon, then the grievance may be referred to a Board of Arbitration as herein provided.

- 7.05** A grievance of the Employer or a policy grievance of the Union shall be submitted in writing by the party lodging the grievance to the other party, and the discussion of such grievance shall commence at Step 2 of the grievance procedure and proceed if necessary thereafter to a Board of Arbitration as herein provided.
- 7.06** Replies to grievances shall be in writing at all stages.
- 7.07** The Employer shall supply the necessary facilities for the grievance meetings.

ARTICLE 8 - ARBITRATION PROCEDURE

- 8.01** In the event that arbitration of a grievance which has been properly processed through the grievance procedure is desired by either party, then, the other party shall be notified in writing not later than thirty (30) days after the completion of Step 2. Such notice shall contain the name of the appointee to a Board of Arbitration named by the party invoking arbitration and shall state the matter at issue. It is understood that any question as to whether or not a matter is **arbitrable** may also become a subject for arbitration. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Board of Arbitration. The two appointees so selected shall within five (5) days of the appointment of the second of them endeavour to appoint a third person who shall be the chair. If

the two appointees fail to agree upon a chair, the Minister of Labour of the Province of Ontario, upon the request of either party, shall make the necessary selection of an impartial chair, or appointment. The decision of a majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the chair shall be the decision of the Board of Arbitration and such decision shall be final and binding upon the parties and upon any employees affected by it.

8.02 The Board of Arbitration shall not have jurisdiction or authority to alter or in any way modify the provisions of this agreement, or to substitute any new provisions in lieu thereof, or to give any decision which is inconsistent with the terms and provisions of this collective agreement.

8.03 Each of the parties hereto will bear the expenses of its own appointee and the parties will equally share the fee and expenses of the chair.

8.04 Both parties agree that nothing in this Article, shall deny the rights of either party to use the provisions of Section 49 and 50 of the Ontario Labour Relations Act.

8.05 Notwithstanding any other provisions in this Article, the parties may agree by mutual agreement to use a Single Arbitrator. Where it is mutually agreed that a Single Arbitrator shall be used, it shall be one of the five Arbitrators listed below:

1. Professor Donald D. Carter
2. Deborah Leighton
3. William Kaplan
4. Professor Gordon C. Simmons
5. Guy I. Thorne

The selection of any specific Arbitrator shall be by mutual agreement with the understanding that the person would be available within sixty (60) days of request in order to establish a hearing date.

8.06 It is understood by the parties that if an Arbitrator is selected under Article 8.05, the Arbitrator shall have the same power as that constituted to an Arbitrator assigned under Section 50 of the Ontario Labour Relations Act or a Board of Arbitration as assigned under Section 49 of the Ontario Labour Relations Act and in accordance with Article 8.01.

ARTICLE 9 - DISCHARGE AND SUSPENSION

9.01 A claim by an employee (who has completed his/her probationary period and who has been discharged or suspended from the employ) that his/her discharge or suspension was without just cause shall be treated as a grievance. Such grievance shall commence at Step 2 of the grievance procedure as herein provided.

An employee is entitled, one (1) day prior to the imposition of suspension or discharge, to be notified at a meeting with Management of the reasons for considering such action.

9.02 Such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties or if necessary a Board of Arbitration.

9.03 An employee who has completed his/her probationary period may be dismissed but only for just cause. When an employee is discharged or suspended he/she shall be given the reason in the presence of his/her steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

9.04 The record of an employee shall not be used against him/her at any time in the following instances:

- (a) When 18 months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction;
- (b) When 12 months have elapsed since the issuance of a letter of reprimand provided there has been no recurrence of a similar and/or other infraction.

ARTICLE 10 - NO STRIKES OR LOCK-OUTS

10.01 It is agreed that there will be no lock-outs by the Employer and no strikes by the Union as long as this agreement continues to operate.

10.02 No employee covered by this agreement will be required to perform work normally done by any other employee of the Employer engaged in a legal strike.

ARTICLE 11 - SENIORITY

- 11.01** Seniority is defined as the length of service in the bargaining unit with the Employer or any predecessor school board and shall be used in determining preference for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining unit wide basis.
- 11.02** A new employee will be on probation and will not be placed on the seniority list until after he/she has a total of 80 (eighty) worked days. As related to the terms of this agreement, he/she will then be considered a permanent employee and his/her seniority shall date back to the date of his/her probationary appointment.
- 11.03** The Employer agrees to post seniority lists May 1st of each year showing seniority status and school location of each employee and to furnish a copy of such lists to the Union. The Employer agrees to alter seniority lists from time to time and to correct errors therein, No change shall be made in the seniority status of an employee without consultation with the Union.
- 11.04** An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee shall only lose his/her seniority in the event:

- (a) he/she is discharged for just cause and is not reinstated
- (b) he/she resigns
- (c) he/she is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) he/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
- (e) he/she is laid off for a period longer than two (2) years.

- (f) after the employee has exhausted benefits of the Short Term Sick Leave Plan, if he/she is unable to work due to incapacity from illness or injury (not covered by Worker's Compensation) for a period exceeding two (2) years.
- (g) he/she is unable to work for a period exceeding two(2) consecutive years due to incapacity from an injury covered by Worker's Compensation.
- (h) he/she is unable to work for a period exceeding two (2) consecutive years due to illness or injury covered by the Long Term Disability Plan.

11.05 The Employer agrees that twice per year at six (6) month intervals, they will provide to the Local Union Officers a list of the names, addresses, classification and school location of all employees represented by the Local Union.

By ratification of this agreement by members of the Local, they agree that the Employer can provide the information in the first paragraph and it is not a violation of the Freedom of Information Act.

When new employees are hired, they shall be advised that as a condition of employment they agree that information in the first paragraph will be provided to the Union officers.

ARTICLE 12 • PROMOTIONS AND STAFF CHANGES

12.0 1 When a vacancy occurs or a new position is created in the bargaining unit. the Employer shall notify the Union and send a notice of the position to each school or shop for posting for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore. The last date for receipt of applications in the Board Office shall be five (5) working days after the closing date on the posting. Working days are defined as the Employer's normal working days.

12.02 Such notice shall contain the existing information now used by the Employer. When the employer decides to alter or add qualifications to a position they shall first consult with the Union.

12.03 Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

12.04 Therefore, in making staff changes:

- (a) In applying for a transfer (when an employee applies for the same job title in another location) the applicant for the transfer with the most seniority and satisfactory service shall be placed in the position regardless of other applicants.
- (b) In filling a vacancy other than (a), in assessing employees who apply for promotions the employee having the required qualifications, satisfactory service and who is most senior shall be selected.

12.05 If an employee is successful in his/her application for a transfer. the appointment will be considered temporary for a period of forty (40) worked days, excluding July and August. Conditional on satisfactory service and with the agreement of the employee such transfer shall become permanent after the period of forty (40) worked days. In the event the transfer does not become permanent the employee shall be returned to his/her former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and prior wages or salary. If an employee is returned to his/her former position he/she will not be considered for another transfer for a period of six (6) months from the date of his/her return.

12.06 If an employee is successful in his/her application for a promotion he/she shall be placed on trial for a period forty (40) worked days, excluding July and August. Conditional on satisfactory service, such trial promotion shall become permanent after the period of forty (40) worked days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and prior wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and prior wages or salary. If the original applicant is

returned to his/her former position he/she will not be considered for another promotion for a period of six (6) months from the date of his/her return.

- 12.07** The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment in the Union.
- 12.08** Employees shall be required to give the Employer two (2) weeks notice on resignation.
- 12.09** When a temporary vacancy occurs for a period of three (3) months or longer for a Head Caretaker, Elementary School, or Maintenance Department position, the vacancy shall be posted. The vacancy that occurs as a result of an employee moving into the temporary vacancy shall not be posted but shall be filled by a casual employee. The successful employee shall revert back to his/her original position at the end of the temporary period. Article 12.04 (a) shall not apply to this Article.
- 12.10** When it appears that there may not be an internal applicant for a posted vacancy, the vacancy may be advertised externally during the internal posting period. However, any internal applicants will have absolute priority over outside applicants should there be internal applicants who meet the conditions of Article 12.

ARTICLE 13 - LAYOFFS AND RECALLS

- 13.01** Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, and in accordance with Article 13.02. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.
- 13.02** Recognizing the principles of Article 13.01, the parties agree that an employee about to be laid off may displace (bump) any employee with less seniority in the same or lower classification, provided the employee exercising his/her right is qualified to perform the work of the employee he/she is displacing. When an employee exercises his/her bumping privilege, he/she shall not be entitled to a further bump should he/she find his/her new job unacceptable. Any employee who is displaced by a senior employee shall also have the same privilege of displacing and bumping until the most junior employee

has no one to displace or bump, then that employee shall be laid off in accordance with the provisions of Article 13.

- 13.03** An employee receiving notice of layoff must indicate in writing to the Manager of Staffing and Staff Development. within four (4) weeks of receiving written notification that his/her position has been declared surplus or in the case of an employee with less than one (1) year's service, two (2) weeks, that he/she wishes to displace (bump) or accept the layoff. If written notification is not received in the time periods referred to above, he/she shall be deemed to have opted to be laid off.
- 13.04** No new employees will be hired until those laid off have been given an opportunity of re-employment provided they are qualified to do the work available.
- 13.05** The Employer shall notify employees, who are to be laid off, thirty (30) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work thirty (30) full days after notice of layoff, he/she shall be paid in lieu of work for that part of thirty (30) days during which work was not made available. For employees with less than one (1) year's service, layoff notice shall be ten (10) working days' notice or ten (10) days' pay in lieu of work.
- 13.06** Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step 2 of the grievance procedure.
- 13.07** Both parties understand and agree that no regular employee shall be subject to lay-off or reduction in their regular hours while any casual employee is employed in a capacity the affected employee is qualified to perform.

ARTICLE 14 - HOURS OF WORK

- 14.01** The normal work week shall be forty (40) hours per week consisting of five (5) eight (8) hour days Monday to Friday inclusive and in accordance with the following:

Maintenance Employees' Daily Hours of Work:

- . maintenance employees' daily hours of work shall consist of a total of eight and one-half (8 1/2) hours with a one-half (1/2) hour unpaid lunch. The day shall not commence before 7:00 a.m. nor finish later than 4:30 p.m.

Caretakers' Daily Hours of Work:

the day shift - the day shift shall not commence before 7 a.m. nor finish later than 5 p.m. No eight (8) hour day shift shall be spread over a period longer than nine (9) hours with one (1) hour off for lunch. During periods when there is no regular school. the day shift lunch period may be reduced by mutual agreement.

the evening shift - the evening shift shall consist of a total of eight (8) consecutive hours with a one-half (1/2) hour paid lunch period that shall be taken in the school. The evening shift shall not commence before 2 p.m. nor end later than midnight.

Less than Eight (8) Hour Caretakers' Daily Hours of Work:
The hours of work of Less Than Eight (8) Hour Caretakers shall be as follows:

starting time shall be between the hours of 2 p.m. and 5 p.m.

The above starting times for Less Than Eight (8) Hour Caretakers may be amended by mutual agreement between the employee and the Employer.

The existing practice of part-time employees working three (3) hours per day or five (5) hours per day shall continue.

14.02 Employees working eight (8) hours per day shall be permitted a fifteen (15) minute rest period both in the first and second half of each shift. Employees working five (5) hours per day shall be entitled to one fifteen (15) minute rest period per day. Employees working three (3) hours per day shall be entitled to one ten (10) minute rest period per day.

14.03 Employees required to work evening shift shall receive a shift bonus of seventy-five cents (\$.75) per hour.

For the purpose of administering the shift bonus for Less Than Eight (8) Hour Caretakers, employees working the majority of their hours after 5 p.m. will be entitled to receive a shift bonus.

14.04 Full-time employees assigned to shift work shall be notified in writing at least seven (7) working days in advance of any change of their assigned shift. In the event of extenuating circumstances, this time period may be waived.

14.05 During July and August, caretakers who work less than eight (8) hours per day shall be allowed to work their regular hours per day or work a full eight (8) hours per day until their allotted regular hours for July and August are completed.

If the employee chooses the eight (8) hours per day provision, the actual day that the employee will report to work shall be at the discretion of the head caretaker provided it does not interfere with the employee's regular vacation period.

Employees who choose to work the eight (8) hour day provision shall be required to take their annual vacation during July and August.

Employees who choose to take their vacation at a time other than July and August shall work their regular daily hours during July and August.

14.06 Employees shall work day shift during July and August in all schools except schools that have summer school, night school or public use of schools and when that school cannot be maintained by day shift only.

14.07 In schools where there is no eight (8) hour evening caretaker, the caretakers' hours of work may be adjusted outside of the agreed upon hours of Article 14.01 so as to cover community use of schools. Should this occur, the employee will be paid one extra hour's pay at straight time to cover the time necessary to lock up and secure the building. At no time will a less than eight (8) hour caretaker be required to work past 9:00 p.m.

14.08 In the event that scheduling will permit, it is not a violation of this agreement for the hours of work to be amended to provide for a four (4) day week at nine (9) hours per day, Monday to Thursday, with no loss of weekly salary.

The Employer agrees that the summer hours which were in place for the summer of 1990 shall continue to apply each summer for the term of this contract.

14.09 Notwithstanding Article 14.01, Hours of Work for Maintenance Employees, the Union agrees that it may be necessary for the employer to schedule Painters to work the evening shift. Should this occur, the Employer agrees that each Painter shall not be scheduled to work more than twenty (20) shifts on evenings during a calendar year, and if and when evening shifts are scheduled then forty-eight (48)

hours' notice must be given in writing for the temporary shift change. with the understanding that no Friday evening work will be scheduled on short notice and the Employer must give full notice in writing for Friday evening work in accordance with Article 14.04. The Employer agrees that there will be a minimum of two (2) painters assigned to the same evening shift job if no caretaking staff are on the site. The Employer further agrees that no painter shall be assigned to evening shifts during the months of June, July and August or during the Christmas School Break.

ARTICLE 15 - OVERTIME

15.01 An employee who is required to work overtime shall be paid at the rate of time and one-half of his/her basic straight time hourly rate for all hours worked in excess of eight (8) hours in any one day Monday to Friday inclusive and for all hours worked on a Saturday, and at the rate of double hours basic straight time hourly rate for all hours so worked on a Sunday or a **recognized** holiday in accordance with Article 16.01.

15.02 Effective September 1, 1989, employees shall be entitled to the following regarding overtime payment:

- (a) the employee shall be paid; or
- (b) the employee shall be allowed to save his/her overtime to be used at a later date as time off with pay, it being understood that overtime rates that apply shall be converted to straight time hours and no employee shall be allowed to accumulate a total one-time of over forty (40) hours. The actual time off shall be by mutual agreement. If an employee exercises the option for time off with pay, the decision shall be binding and the employee may not later, except by mutual agreement, request pay in lieu of time off.

An exception to this Article shall be those employees who are called in before the normal starting time for the purpose of snowplough operations. These employees shall be paid overtime from the time they report to work until their normal starting time, and then shall be paid their regular rate until they have completed eight (8) hours of work. At that time, the employee shall have the option of going home unless **his/her** services are required or remaining on the job at his/her straight time regular rate until his/her normal quitting time.

The Board shall make every reasonable effort to call in bargaining unit craftspersons prior to going to outside contractors.

- 15.03** An employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of two(2) hours at overtime rates. Caretakers shall respond only when required to do so by the Police Department, Fire Department, School Principal, or The Operations Supervisor or his/her delegate or an alarm company.

An employee who is called in and required to work outside his/her regular working hours between 12:00 midnight and 6:00 a.m. or from 12:00 midnight Friday to 6:00 a.m. Monday shall be paid for a minimum of three (3) hours at overtime rates.

- 15.04** Caretakers working less than eight (8) hours per day, and who are required to work longer than the regular working day. shall be paid at the rate of straight time for the hours so worked, up to and including eight (8) hours in the working day. Regular overtime rates shall apply after eight (8) hours in the working day and for all work performed on Holidays and regular days off.

This does not apply to part-time employees who are required to cover community use of the school or to do work other than the work part-time employees normally perform. Such work is to be paid at rates of pay according to Schedule 'A'

- 15.05** Opportunities for overtime and call back time (excluding alarm call back) shall be divided equally among the employees who are willing and qualified to perform the work that is available.

For the purpose of clarity, Maintenance Department employees shall be considered a group. Caretaking staff in a school shall be considered a group.

Casual employees may be scheduled for work on weekends or on overtime during July and August once qualified regular employees who have indicated their availability and are available. have declined the offer.

ARTICLE 16 - HOLIDAYS

16.01 The paid holidays recognized by the Employer will be as follows:

Good Friday	Canada Day
Easter Monday	Civic Holiday
Victoria Day	Labour Day
Thanksgiving Day	

Christmas Season 1996

Wednesday, December 25	Christmas Day
Thursday, December 26	Boxing Day
Friday, December 27	Lieu Day (Remembrance Day)
Monday, December 30	Paid Float Day
Tuesday, December 31	Paid Float Day
Wednesday, January 1	New Year's Day

Christmas Season 1997

Thursday, December 25	Christmas Day
Friday, December 26	Boxing Day
Monday, December 29	Lieu Day (Remembrance Day)
Tuesday, December 30	Paid Float Day
Wednesday, December 31	Paid Float Day
Thursday, January 1	New Year's Day

Whenever a holiday listed above falls on a Saturday or Sunday (except for Christmas Season holidays), the preceding Friday or the following Monday shall be declared a holiday. Choice of the Friday or Monday shall be by mutual agreement between the parties

16.02 Should the Federal Government declare a new holiday (Flag Day.etc.), the Employer will include that day in Article 16.01

ARTICLE 17 - VACATIONS

17.01 An employee shall earn vacation credits at the following rates:

- a) .83 days per month during the first year of continuous service (12 months = 10 days);
- b) one and one-quarter (1 1/4) days per month after one (1) year of continuous service (12 months = 15 days);

- c) one and two-thirds (1 2/3) days per month after four (4) years of continuous service (12 months = 20 days);
- d) two and one-twelfth (2 1/12) days per month after thirteen (13) years of continuous service (12 months = 25 days);
- e) two and one-half (2 1/2) days per month after twenty (20) years of continuous services (12 months = 30 days)

17.02 If a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each holiday, in addition to his/her regular vacation time.

17.03 Vacation pay shall be at the rate effective immediately prior to the vacation period.

17.04 Vacation shall be granted on the basis of seniority with the Employer in each school and in the maintenance department. Therefore, the employee in a school with the most overall seniority shall have his/her choice first. Each employee shall select one unbroken period as their first choice. An unbroken period shall be consecutive days in one period up to the maximum vacation entitlement of the employee. If the senior employee's first choice does not equal his/her total entitlement, then after the other employees in the same school have selected their first choice then the process shall start again beginning with the most senior employee. This process shall continue until all employees have completed their selections in accordance with Article 17.06.

17.05 Vacation shall be limited to fifteen (15) instructional days per year.

17.06 Vacation requests shall be requested by April 1st of each year listing the employee's first choice. In accordance with Article 17.04 vacation schedules shall be completed, and placed on the bulletin board at the **worksites** by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off or on the day requested or accepted by the employee.

17.07 An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the employer. It is agreed that all employees, if required, will report back to work for the last week of August.

- 17.08** An employee is entitled to vacation credits under section 17.01 in respect of a month or part thereof in which he/she is at work or on leave with pay or on maternity leave or Union leave not exceeding one month.
- 17.09** An employee is not entitled to vacation credits under section 17.01 in respect of a whole month in which he/she is absent from duty for any reason other than paid vacation, leave of absence with pay, or less than eight (8) hours caretakers (Article 14.05).
- 17.10** An employee shall be credited with his/her vacation for a calendar year at the commencement of each calendar year plus previous year's vacation entitlements not used subject to Article 17.11.
- 17.11** An employee may accumulate vacation to a maximum of twice his/her annual accrual but shall be required to reduce his/her accumulation to a maximum of one (1) year's accrual by 31 December of each year.
- Effective June 30, 1998, a ten (10) month employee shall be required to reduce his/her accumulation to a maximum of one (1) year's accrual by 30 June of each year.
- 17.12** On commencing employment, an employee shall be credited with pro-rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he/she has completed six (6) months of employment, except for employees covered under Article 17.16
- 17.13** Where an employee leaves the Board's employ prior to the completion of six (6) months of employment, he/she is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of employment.
- 17.14** An employee who has completed six (6) months of employment shall be paid for any accrued and unused vacation credits at the date he/she ceases to be an employee, or at the date he/she qualifies for payments under any Long Term Disability plan the parties may agree to, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.
- 17.15** In the calendar year in which an employee retires and provided he/she works until August 31 of that year [ten (10) month employees June 30] he/she shall receive full vacation rates calculated as though he/she had worked the full calendar year.

J 7.16 Employees who normally do not work during the Christmas Break and the Winter Break shall be allowed to take their vacation entitlement with pay for those days that they would not receive pay.

17.17 Employees who normally work less than twelve (12) months per year shall have their actual vacation entitlements prorated.

For purposes of progressing through the vacation schedule ten (10) month employees shall be credited with twelve (12) months service.

17.18 A Board shutdown for the last week of July and the first week of August will apply to CUPE Local 1480 staff with the exception of the Capital Project Coordinator and employees needed at four (4) sites at either the elementary or secondary level.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 The employer may grant leave of absence without pay to an employee for any reason which is regarded by the Employer as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons. A leave of absence shall not be taken without first obtaining the formal approval of the Employer.

18.02 The extension of any leave of absence granted by the Employer beyond its date of expiry shall be at the sole discretion of the Employer.

18.03 Leave of absence without pay shall be granted upon written request by the Union to the Employer at least two (2) weeks in advance of the start of such leave to attend a Union convention, or Union Education Seminar. Such leave of absence shall not exceed a total of sixty (60) person days in any one calendar year.

In addition the Parties agree that in respect to the administration of this clause for the life of this Agreement that nothing prevents the Board from granting additional days over and above the number of days stated in the clause. It is also understood that upon such a request from the Union, such leave shall not reasonably be denied.

18.04 Leave of absence without loss of pay will be granted to an employee upon written request up to a maximum of five (5) working days in case of death of an employee's spouse, child, mother or father.

Leave of absence without loss of pay will be granted to an employee upon written request up to a maximum of three (3) working days in the case of death of an employee's step mother, step father, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparents or grandchild.

During the employee's actual vacation leave, should he/she become eligible for bereavement leave as covered in this Article, he/she shall be entitled to an additional equal number of vacation days to equal the days lost for such bereavement leave in accordance with this Article.

18.05 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.

Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated or who is elected to public office, shall be granted leave of absence without loss of seniority, by the Employer, for a period up to one year. Such leave shall be renewed each year, on request, during the term of his/her office. The total consecutive years of leave shall not exceed five (5) years of absence.

18.06 One (1) day leave shall be granted without loss of salary or wage to attend a funeral as a pallbearer.

18.07 PARENTAL LEAVE - Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of six (6) months. The employee returning to work after parental leave shall provide the employer with at least two (2) weeks notice. On return from parental leave, the employee will be placed in her former position. If her former position should become redundant during the parental leave, she would then be placed in a position consistent with the seniority provisions of this agreement. Once an employee has started her parental leave, she shall not be eligible for sick leave benefits, except as covered under Article 19.03.

During the period of parental leave, up to six (6) months, the Employer agrees to continue paying the Employer's share of the benefits contained in Article 21.02, 21.03, 21.04 and 21.05.

Notwithstanding the other provisions contained in Article 18.07, the Employer agrees that, as soon as possible after the signing of this collective agreement, they shall enter into an agreement with the Human Resources Development Canada Employment Insurance Supplemental Benefit Plan to provide that an employee on leave of absence as set out above and who is in receipt of Employment Insurance Pregnancy Benefits pursuant to the Employment Insurance Act, 1985 and its successors, shall be paid by Supplemental Employment Benefit Plan. That Benefit will be equivalent to the difference between 75% of the employee's regular earnings and the sum of weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub, as proof that she is in receipt of Employment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits to a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked, prior to commencement of the leave, times her normal weekly hours.

It is understood by the Parties that the terms and entitlements applicable to Pregnancy and Parental Leave under the Ontario Employment Standards Act and the Canada Employment Insurance Act shall apply. As clarification it is noted that adoption is within the framework contemplated by Parental Leave under the above legislation. Specifically in the event of a split in leave, benefits as contemplated in the second paragraph shall apply.

- 18.08** Employees shall be allowed three (3) consecutive hours off before the closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.
- 18.09** The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.
- 18.10** Personal leave may be granted for reasons which are unavoidable or extraordinary or on grounds of compassion. Personal leave also may be granted for parental reasons which are unavoidable and are directly

related to the emergency care of the employee's children not older than seventeen years. Babysitting problems do not qualify as parental leave.

Personal leave, to a total of five (5) days per year, may be granted at the discretion of the Manager of Employee Relations in consultation with the employee's supervisor. A year is defined as July 1 to June 30 for personal leave entitlement and record keeping.

Days for which Personal Leave is granted are not deductible from short term sick leave.

Personal Leave is not accumulative.

18.11 SELF-FUNDED LEAVE - The Self Funded Leave Plan now in place forms part of this agreement. (Note: Deadline for applications is January 15.)

18.12 The Employer agrees that paternity leave of, up to five (5) days with pay shall be granted to new fathers on request.

18.13 The Employer agrees that the Local Union President may be absent from work up to forty (40) days per year for the purpose of taking care of Local Union business with the understanding that the Union will give as much notice as possible prior to the actual absence.

The Employer further agrees that the employee will be paid their normal day's wages, benefits will be continued, and that the Local Union shall be billed for the amount of monies paid to the employee or on behalf of the employee and the Employer shall be reimbursed immediately for any cost.

ARTICLE 19 - SHORT TERM SICK LEAVE PLAN

19.0 1 Sick' leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Worker's Compensation Act. A deduction shall be made from sick **leave** of all normal working days (exclusive of holidays) absent for sick leave as defined herein. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, but less than a full day, shall be deducted as one-half (1/2) day.

An employee will report an absence one (1) hour prior to normal starting time.

19.02 All regular full-time employees and part-time employees on continuous employment longer than three (3) months. shall be eligible for benefits.

19.03 Effective June 30, 1997, an employee's sick leave bank shall be reduced by fifty percent (50%), frozen and set aside for the purposes of sick leave payout, recognizing that the new sick leave plan covered in this article would be effective July 1, 1997. Should an employee be given leave without pay for any reason, or laid off on account of lack of work and returns to work upon expiration of such leave of absence or layoff, he/she shall retain his/her frozen sick leave bank, if any, existing at the time of such leave or layoff provided he/she has not already received a sick leave payout.

Frozen sick leave credits will be payable upon termination, death, or retirement because of age, illness or pension or if an employee loses seniority in accordance with Articles 11.04(f) and 11.04(g), at his/her rate of pay just prior to the time of payout, subject to the following:

a) **SEVERANCE PAY** - an employee who severs employment with the Employer shall be entitled to the following payout from his/her frozen sick leave bank at his/her rate of pay just prior to his/her severance and in accordance with the following.

An employee with over ten (10) years of service but less than fifteen (15) years service shall receive a payout of frozen sick leave credits up to a maximum of thirty (30) working days.

An employee with fifteen (15) years of service but less than twenty (20) years service shall receive a payout of frozen sick leave credits up to a maximum of sixty (60) working days.

An employee with over twenty (20) years of service shall receive a payout of frozen sick leave credits up to a maximum of one-half (1/2) years salary.

19.04 a) The Employer agrees to contribute one hundred percent (100%) of the cost of the Short Term Sick Leave Plan.

b) The schedule of benefits payable under the Short Term Sick Leave Plan shall be interpreted to provide up to seventeen (17)

weeks at one hundred percent (100%) of an employee's regular earnings annually, dependent on the employee's length of service.

- c) Benefits of the Short Term Sick Leave Plan as outlined below would commence on the first day of disability due to accident or sickness and would be payable for up to seventeen (17) weeks.

<u>Length of Service</u>	<u>100% of Salary</u>	<u>75% of Salary</u>
Less than 3 months	0 working days	0 working days
3 months but less than 1 year	5 working days	80 working days
1 year but less than 2 years	10 working days	75 working days
2 years but less than 3 years	15 working days	70 working days
3 years but less than 4 years	20 working days	65 working days
4 years but less than 5 years	25 working days	60 working days
5 years but less than 6 years	35 working days	50 working days
6 years but less than 7 years	45 working days	40 working days
7 years but less than 8 years	55 working days	30 working days
8 years but less than 9 years	65 working days	20 working days
9 years but less than 10 years	75 working days	10 working days
Over 10 years	85 working days	0 working days

(Excluding Legal Holidays)

- d) Full entitlement to sick days paid at one hundred percent (100%) of regular earnings shall be restored each July 1st for employees at work contiguous to that day and upon the first date of return to work following July 1st for employees who are on sick leave.
- e) If an employee runs out of one hundred percent (100%) weeks, there will always be up to seventeen (17) weeks of disability coverage at seventy-five percent (75%) of earnings, for every unrelated disability due to accident or sickness. A related disability would be considered an unrelated disability if an employee returns to work on a full time basis for at least twenty (20) days.
- f) For any illness or disability, the combination of one hundred percent (100%) and seventy-five percent (75%) paid days shall always total seventeen (17) weeks of available paid sick leave,

19.05 Any absence of three (3) consecutive working days, or for one (1) working day prior to or following a paid holiday or annual leave which is to be charged as sick leave, must be supported by a certificate from an appropriate licensed medical **practioner**, approved and paid

for by the Board, stating that the employee was unable to perform his/her duties and indicating the probable duration of illness.

19.06 In all cases of prolonged illness, a certificate from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying to the illness of the employee, may be required monthly before any payment for short term sick leave is made.

The Employer may, at any time, request an employee to submit a certificate of health signed by an appropriate licensed medical practitioner, approved and paid for by the Employer.

19.07 More than six (6) days of uncertified absence within the sick leave year (July 1 - June 30) shall be charged as sick leave without pay.

19.08 The elimination/qualifying period for long term disability is seventeen (17) weeks of continuous disability.

19.09 When an employee has exhausted benefits under the Short Term Sick Leave Plan, he/she will cease to receive any salary payments. The employee shall receive any holiday pay due to him/her at the time he/she ceases to receive any salary payments. Continuation of benefit coverage is covered under Article 21 - Welfare Benefits.

19.10 An employee, with seniority, who has been removed from payroll for a period not exceeding six (6) months because of an illness or injury, will be reinstated in his/her former position with no loss of seniority, provided that upon his/her return to work he/she provides an acceptable physical examination report from an appropriate licensed medical practitioner, approved and paid for by the Board, certifying that he/she is physically capable of performing the duties of that position. An employee with seniority who has been removed from payroll for a period longer than six (6) months due to illness or injury may be re-employed under the following conditions:

(a) If the employee maintained a satisfactory record with the Employer prior to such illness or injury.

(b) If a vacancy exists for which the employee is reasonably qualified.

(c) If the employee provides an acceptable physical examination report from an appropriate licensed medical practitioner,

approved and paid for by the Board, certifying that he/she is physically capable of performing the full duties of that position.

An employee who has been unable to perform his/her duties due to illness or injury for a period exceeding two (2) consecutive years will not be considered for re-employment under this Article.

19.11 Should the Employer feel that an employee is abusing his/her sick leave privileges, the Employer may notify the employee in writing of their feelings toward his/her sick leave record with a copy to the Union.

Should the Employer feel that as a result of the above letter there has been no improvement or they are still not satisfied.. then they may send the employee a letter requiring that to be eligible for future sick leave payment he/she must have a medical certificate signed by an appropriate licensed medical practitioner, approved and paid for by the Employer.

ARTICLE 20 - PAYMENT OF WAGES AND SALARIES

20.01 The Employer will pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day, each employee will be provided with an itemized statement of his/her wages and deductions.

20.02 If an employee is temporarily assigned to an occupation having a higher pay classification than that for which the employee is assigned. then the employee shall be paid the higher rate of pay attributable to the classification to which he/she is assigned, from the date the assignment begins to the date when the employee is transferred back to the original classification. When a caretaker takes over as a head caretaker he/she shall receive a higher rate of pay. The temporary period shall be defined as any period consisting of one or more work weeks.

20.03 (a) A caretaker required by the Employer to use his/her own car to drive to a designated place of employment other than his/her base shall be paid mileage in accordance with the Board's policy.

(b) With an advance notice of one (1) day, maintenance employees assigned to a place of work other than the place of work previously assigned and when the distance is greater than from

his/her residence to the maintenance shop, will be paid for the additional mileage as per Article 20.03 (a) and (c). The additional mileage will be recorded by the employee and submitted to the Maintenance Supervisor.

(c) An employee required by the Employer to use his/her car to carry Employer materials shall receive an additional five cents (\$.05) per kilometre.

20.04 Employees. upon giving at least seven (7) day's notice in writing, may receive on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.

20.05 When an employee is advised that he/she is "on call", that is, immediately available by direct telephone contact, he/she shall be paid two (2) hours' pay per day at his/her straight time rate. All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 15 of this agreement.

20.06 The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself/herself to perform his/her job. Payment shall be made on registration in the course. Employees, unilaterally withdrawing from a course prior to its completion, will reimburse the Employer for the cost of the tuition.

20.07 FLOAT CARETAKERS - Appendix "A" contains the wage rate for Float Caretaker and it is understood that employees who fill the positions of Float Caretakers shall not be covered by Article 14.04. The Employer may appoint Float Caretakers to an area consisting of the family of schools as defined for academic purposes, except for Sydenham and Sharbot Lake family of schools. Assignments within an area shall be within a reasonable proximity and shall be made by the Operations Supervisor in Facility Services. If they are required to work in a school outside their assigned area, they shall be paid mileage in accordance with the following:

either the shortest distance between his/her family of schools and the school he/she is working at, or the distance from his/her home to the school he/she is working at, whichever distance is the shorter.

The Union shall be supplied with a list of Float Caretakers and their assigned schools.

ARTICLE 21 - WELFARE BENEFITS

21.01 In addition to the Canada Pension Plan each employee shall join the Ontario Municipal Employees' Retirement System.

21.02 The Employer shall pay 100% of the cost of the premium for the following:

- (a) Ontario Health Insurance Plan
- (b) Liberty Health for semi-private hospital care
- (c) Liberty Health Extended Health Care
 - \$20 deductible, family
 - \$10 deductible, single

Effective July 1, 1997:

Liberty Health Extended Health Care (subject to the Memorandum of Agreement on Maintenance Drugs)

- \$40 deductible, family
- \$20 deductible, single

Effective July 1, 1997, coverage for prescription drugs will be adjusted to exclude all over-the-counter drugs except life sustaining (Formulary Three).

- d) Vision Care
 - Maximum amount is \$200.00 per 24 consecutive months.

If an employee is laid off, the Employer agrees to continue paying its share of the premium covered in this Article for a period of up to one year from date of lay-off, or until the employee is recalled or until the employee finds alternate employment, provided he/she meets the following requirements:

- (a) he/she notifies the Employer immediately of his/her intention to carry the plans: and
- (b) he/she provides the Employer with the money needed to cover his/her share of the cost prior to the regular **billing** date.

21.03 In addition, the Employer agrees to pay 100% of the cost of the premium for the existing Group Life Insurance Plan.

2 1.04 The Board will pay 100% of the premium established for Liberty Health Dental Plan No. 9. (1992 ODA Schedule of Fees effective January 1, 1994 and 1996 ODA Schedule of Fees effective July 1, 1997.)

Effective July 1, 1997 the current plan shall be amended so that the following procedures shall be eligible for reimbursement once every nine (9) months for adults and six (6) months for children under the age of eighteen (18):

Recall Oral Examinations
Prophylaxis (scaling plus polishing)
Preventive Recall Packages
Fluoride Treatment

21.05 Long Term Disability is covered by a Memorandum of Agreement between the parties.

The Employer agrees to pay one hundred percent (100%) of the cost of the premiums for the Long Term Disability Plan which includes a qualifying period of five (5) months and a benefit level of seventy-five percent (75%). Effective July 1, 1997, the qualifying period will be seventeen (17) weeks.

2 1.06 The Employer agrees that ten month employees who are enrolled in the benefits contained in Articles 2 1.02, 2 1.03, 2 1.04 and 2 1.05 shall be entitled to carry those benefits during the summer months that they are not working with the understanding that the employer will pay its share of such benefits as detailed in the above articles and the employee shall pay their share. The employees shall pay their share prior to the start of their absence.

2 1.07 It is agreed that any and all accrued premium rate reductions **realized** by the employer from the **E.I.C. rebate (5/12ths)** will be retained by the employer, which have been applied to the benefits in this article.

21.08 An employee who is absent from work and **covered by Workers' Compensation** shall, upon written request, be entitled to continue to participate in all of the benefits which the employee might choose from the Collective Agreement in effect between the Union and the Board, for a period of up to two (**2**) years. The Board agrees to continue to pay its share of the applicable premiums, provided the

employee contributes his/her share of the premiums. Such continuance is dependent upon satisfying the carrier's conditions.

An employee who retires onto the Board pension plan prior to age 65 shall, upon written request, be entitled to continue to participate in all of the benefits which he/she might choose from the Collective Agreement in effect between the Union and the Board, until he/she reaches the age of 65. The Board agrees to continue to pay all applicable premiums, provided the employee reimburses the Board in full. The employee agrees to provide the Board with post-dated cheques in advance, on an annual basis, for all benefits he/she chooses to continue. Such continuance is dependent upon satisfying the carrier's conditions.

When an employee has exhausted benefits of the Short Term Sick Leave Plan, he/she shall, upon written request, be entitled to continue to participate in all of the benefits which he/she might choose from the Collective Agreement in effect between the Union and the Board, for up to six (6) months. The Board agrees to continue to pay its share of the applicable premiums, provided the employee contributes his/her share of the premiums. Such continuance is dependent upon satisfying the carrier's conditions.

An employee who is in receipt of benefits from the Long Term Disability Plan shall, upon written request, be entitled to continue to participate in all of the benefits which he/she might choose from the Collective Agreement in effect between the Union and the Board, until he/she reaches age 65. The Board agrees to continue to pay all applicable premiums, provided the employee reimburses the Board in full. The employee agrees to provide the Board with post-dated cheques in advance, on an annual basis, for all benefits he/she chooses to continue. Such continuance is dependent upon satisfying the carrier's conditions.

Continuance of coverages referred to in Article 21 as listed above is dependent upon the employee meeting the following requirements:

- (a) he/she must notify the Board in advance, in writing, of his/her intentions to continue coverages, and
- (b) he/she provides the Board with the money needed to cover his/her share of the applicable benefits prior to the required billing date(s)

ARTICLE 22 - UNIFORMS AND PROTECTIVE CLOTHING

22.01 The following will establish the annual uniform issue required of the Employer at the employee's request:

Maintenance Employees:

- a) 3 pairs of trousers and 3 shirts or
- b) 5 pairs of trousers

Operation Employees:

Male 2 shirts and 2 pairs of trousers in the odd years (e.g. 1989)
 3 shirts and 3 pairs of trousers in the even years (e.g. 1990). and to all new employees in their first year of employment.

Or 3 pair of trousers in the odd years
Or 5 pair of trousers in the even years

Female 2 pant suits in the odd years (e.g. 1989)
 3 pant suits in the even years (e.g. 1990), and to all new employees in their first year of employment

Cafeteria Assistants:

2 uniforms appropriate to food services in the odd years (e.g. 1989)

3 uniforms appropriate to food services in the even years (e.g. 1990) and to all new employees in their first year of employment

1 pair of anti-slip safety shoes to be replaced thereafter

The Employer agrees to provide for Maintenance Employees and Operation Employees C.S.A. approved safety shoes or boots of good quality and further agrees to replace them thereafter as required. The Employer will endeavour to provide all uniforms in September of each year.

22.02 The Employer agrees that female employees may choose smocks instead of pant suits which are listed in Article 22.01.

22.03 The Employer shall continue to supply to the Maintenance Persons, safety lined winter boots, snowsuits and rainsuits if required.

The Employer will make available at the Maintenance Shops insulated coveralls for the use of maintenance employees who are required on occasion to perform work out of doors.

22.04 It is agreed that the employees will wear the uniforms and safety shoes or boots supplied by the Employer at all times while on duty.

22.05 It is agreed that two (2) representatives of Local 1480 shall meet with the appropriate members of Management to see the quality of the uniforms detailed in Articles 22.01 and 22.02 and safety shoes detailed in Article 22.01 prior to their purchase. The parties agree that a sincere attempt should be made to reach an agreement on which tender should be accepted prior to the actual purchase.

ARTICLE 23 - GENERAL

23.01 The Employer shall require all new employees, during their first thirty (30) days of the probationary period, to submit to the Employer a certificate of medical fitness from a Doctor of Medicine appointed by the Employer. Failure of such fitness examination shall be sufficient to warrant them not being hired.

23.02 When any position not covered by Appendix 'A' is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration.

23.03 The Employer agrees that the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

23.04 The Employer shall supply all tools and equipment required by employees in the performance of their duties.

23.05 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his/her rights and duties under it. For this reason, the Employer shall print sufficient copies of the agreement in a union shop within thirty (30) days of signing. The cost of such printing shall be shared equally between the Union and the Employer.

23.06 The parties agree that the system for staffing schools will be based on a square footage model as outlined below.

The parties agree to begin with a square footage of 17,500 square feet per full-time equivalent and to work toward a goal of 20,000 square feet per full-time equivalent. For the life of this agreement, the process of reaching a goal of 20,000 square feet per full-time equivalent will be met through attrition.

The parties agree that under the new system, Building Codes, Fire Codes, Ministry of Health Directives, and Health and Safety Legislation will be adhered to and any requirements under the Board's Building Mechanical Safety and Operating Manual will be met.

The parties agree that a Staffing Committee will be struck immediately upon ratification of this agreement and shall have equal representation from both the Union and the Board. The Board and the Union shall each appoint their own representatives. This committee shall oversee the implementation of the new system of staffing through input into the weighting factors, implementation of initial and periodic redeployment, and the identification of other working conditions related to the implementation of the new system.

The Employer agrees that the community use of schools program, for activities which are not student related, shall end at 10:15 with any extensions to this subject to overtime. Community use set-up, tear-down, or clean-up, billable to the user, shall be deemed overtime.

The parties agree to expedite the resolution of disputes arising out of the implementation of the new system of staffing using a process of Mediation/Arbitration. The preferred Mediator/Arbitrator shall be Deborah Leighton. If Ms. Leighton is unavailable, the parties, by mutual agreement, will select another Mediator/Arbitrator from those listed in article 8.05 provided they are available within sixty (60) days to hear the dispute. The parties will equally share the fees and expenses of the Mediator/Arbitrator.

The Employer agrees that the Formula 4 system which was established by the parties is agreed to and forms part of this agreement.

The Formula 4 system was established to work out a formula of staffing as a result of school rentals and community use of schools as it affects members of Local 1480. The guidelines used by the parties were as follows:

(1) that when a school is used by other than regular school use the employees shall be allotted the appropriate time necessary to clean the premises so that the building is in the same condition it would have been had there been no outside function.

(2) regular use of schools shall mean from 8:30 a.m. to 4:30 p.m.

23.07 The Employer agrees that no employee shall be laid off due to contracting out of work presently performed by members of the bargaining unit.

The Employer shall give the Union thirty (30) calendar days' notice of any technological change. During the notice period, the Employer will meet with the Union to explain the technological change and discuss any effects it will have on the employees, with a view to minimizing such effects.

23.08 Maintenance employees, who are called out to work between 4:00 a.m. and 8:00 a.m. shall be allowed one (1) hour with pay for breakfast.

23.09 The Union and Employer agree that personal information regarding an employee acquired through the Employee Assistance Programme shall not be used by an employee, the Union, or the Employer for discipline, grievance, or arbitration purposes or procedures.

23.10 The Employer agrees that any employee (with one (1) day's notice) shall have the right to review his/her personnel file. in the presence of a member of the Human Resources Department. during normal working hours. Such request shall not be made with unreasonable frequency.

2 3.11 Sexual Harassment

The Employer **recognizes** that no employee shall be subject to sexual harassment. Sexual harassment shall be as defined by the Ontario Human Rights Code. If the Employer decides a transfer is necessary because of an incident or incidents considered to be sexual harassment, the employee who has been harassed shall not be transferred against his/her will.

23.12 The Employer agrees that no employee shall be laid off or have their hours of work reduced as a result of a position, school, or workplace becoming bilingual.

- 23.13** The Memorandum of Agreement regarding Head Caretakers - Elementary School, Head Caretakers - Secondary School shall form part of this Agreement.
- 23.14** It is agreed between the Parties that for the life of this agreement, that existing letters, memoranda or written agreements shall continue to remain in effect insofar as they might provide for an understanding or agreement in respect to the interpretation, administration or application of the Collective Agreement. It is further agreed between the Parties that during the life of this Agreement a schedule shall be developed which shall list the aforementioned letters and memoranda and only those that are schedule and specifically renewed shall have force and effect in respect to subsequent Collective Agreements.
- 23.15** The Union and the Employer agree that full compliance with the Pay Equity Act (including the proportional value amendment proposed by the Ontario Legislature) has been adhered to and further that the wage rates contained in this collective agreement reflect full compliance. The Union agrees that all adjustments necessary were paid to employees on the effective date of January 1, 1990.
- 23.16** The parties agree that the classification of Craftsperson IV is established as a rate of pay for incumbents only. Therefore no employees other than the incumbents shall be placed in this classification.
- 23.17** The Employer agrees that any rights, privileges or conditions of employment, including hours of work, etc. that the employees classified as Plant Project Supervisor, Plant Construction Supervisor, or Foreperson of Operations now possess, shall continue in effect unless the conditions of this agreement are equal or better than the conditions now in place.
- 23.18** The letter of Understanding regarding Sick Leave shall form part of this Agreement.
- 23.19** During the process of amalgamation with the Lennox and Addington County Board of Education, the **Frontenac** County Board of Education shall ensure that:
- (1) **unionized** employees are credited with all seniority rights with the new employer.
 - (2) all service credits relating to vacation, sick leave credits.



pensionable and other benefits are be recognized by the new employer.

23.20 The employer shall reimburse employees the cost of medical certificates required for the renewal of Class "A" Licences required in the performance of their duties.

23.21 The Employer shall reimburse employees for the renewal of Trade Licences required in the performance of their duties.

ARTICLE 24 - DURATION OF AGREEMENT

24.01 This collective agreement shall become effective September 1, 1996 and shall remain in effect until August 31, 1998, and shall continue in force from year to year thereafter unless either party gives notice to the other party hereto of a desire to terminate or amend this agreement. Such notice shall be given in writing by the party giving notice not earlier than ninety (90) days and at least thirty (30) days before the expiry date of this agreement or any subsequent anniversary date of which this agreement remains in force.

24.02 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the term of this agreement. The parties agree to expedite the resolution of disputes arising from either party through a process of Mediation/Arbitration. The preferred Mediator/Arbitrator shall be Deborah Leighton. If Ms. Leighton is unavailable, the parties, by mutual agreement, will select another Mediator/Arbitrator from those listed in article 8.05 provided they are available within sixty (60) days to hear the dispute. The parties will equally share the fees and expenses of the Mediator/Arbitrator.

**FRONTENAC COUNTY BOARD
OF EDUCATION**



Ross Drummond, Chair



**Barry O'Connor, Director of Education and
Secretary to the Board**

**CANADIAN UNION OF
PUBLIC EMPLOYEES**



Gregg Brown, President



Charles Atwood, Secretary



Gregg Burkitt, C.U.P.E. Representative

June 30, 1997

DATE

PAGES SCHEDULE 'A'

<u>Classification</u>		Start	1	<u>Year</u>	2	<u>Years</u>	<u>Max.</u>
	Effective	September 1, 1996					
Plant Construction Supervisor	Annual	41314	43	152.20	45027	46829	
Plant Project Supervisor	Hourly	22.70	23.7	1	24.74	25.73	
Capital Project Coordinator							
	Effective	September 1, 1997					
	Annual	4	1,733	43,589	45,482	47,302	
	Hourly	22.93	23.95	24.99		25.99	
	Effective	September 1, 1996					
Foreperson of Operations	Annual	35,117	36,702	38,270		39,855	
	Hourly	19.30	20.17	21.03		21.90	
	Effective	September 1, 1997					
	Annual	34,472	37,073	38,657		40,258	
	Hourly	19.49	20.37	2	1.24	22.12	

 ::

	Sept. 1/96	Sept. 1/97
CARETAKER		
CAFETERIA ASSISTANT II		
Start	14.29	14.43
6 months	14.68	14.83
1 year	15.07	15.22
FLOAT CARETAKER		
Start	14.46	14.61
6 months	14.83	14.98
1 year	15.18	15.33
SHIFT LEAD HAND	15.52	15.68
HEAD CARETAKER I	15.57	15.73
HEAD CARETAKER II		
HEAD CARETAKER - Board Office		

	Sept. 1/96	Sept. 1/97
HEAD CARETAKER - Secondary School	16.57	16.74
CAFETERIA ASSISTANT	13.22	13.35
UTILITY PERSON		
Start	14.90	15.05
6 months	15.45	15.61
1 year	15.65	15.81
CRAFTSPERSON I		
Certified Electrician	19.47	19.67
Boiler/Burner Technician		
Heating, Ventilation & Air Conditioning Technician		
Plumber		
CRAFTSPERSON II		
Certified Carpenter	17.79	17.97
Mechanic		
Mason		
Locksmith		
CRAFTSPERSON III		
Certified Painter	17.42	17.60
CRAFTSPERSON IV (Incumbents Only)	16.49	16.66

Students - In accordance with the Employment Standard Act.

Head Caretaker I - Elementary School Caretaker - 1 Full-time employee or with part-time help.

Head Caretaker II - Elementary School Caretaker - with 1 or more full-time employees.

In the event a new position of Carpenter Lead Hand or Painter Lead Hand should be created, the rate shall be **5%** greater than the base rate.

MEMORANDUM OF AGREEMENT

BETWEEN

THE FRONTENAC COUNTY BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS

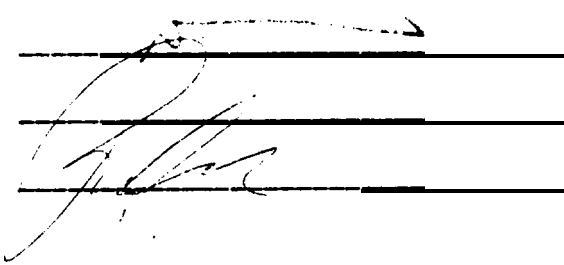
LOCALS 1480 AND 1727

The parties agree that as soon as possible after the signing of this agreement that the Employer will provide the Union with a copy of the WCB form 7 (or its successor) to the Union at the time of filing with the WCB.

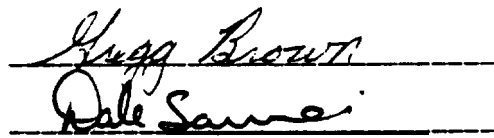
Both parties further agree that a joint committee shall be established for the purpose of incorporating a policy of reinstatement of employees who suffer injury in accordance with the WCB Act. Such committee shall be referred to as a reinstatement committee and shall be empowered all details which will provide for injured workers their rights under the Workers Compensation Act and a continuation of rights which may be agreed to by the parties or are covered by this collective agreement.

Signed this 30 day of June, 1997.

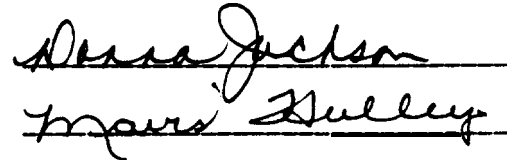
ON BEHALF OF THE FRONTENAC
COUNTY BOARD OF EDUCATION



ON BEHALF OF CUPE LOCAL 1480



ON BEHALF OF CUPE LOCAL 1727



CASUAL EMPLOYEES

Definition: Casual employees are employees hired for a specific term which is to cover the absence of a regular employee.

In accordance with Article 23.02 of the current Collective Agreement between The Frontenac County Board of Education and the Canadian Union of Public Employees and its Local 1480, and

In accordance with a request filed on July 17, 1980, by the President of C.U.P.E. Local 1480 that the Parties meet to negotiate conditions and rate of pay for casual employees.

Therefore, both Parties agree that the following conditions shall apply to casual employees and that the current Collective Agreement shall be deemed to incorporate this agreement.

1. The hiring of a casual employee will not be used to circumvent job postings or the recall of a regular employee from layoff.
2. Casual employees shall not be hired to work in positions or on shifts for which any Union member in the existing job location (e.g. school) wishes to work.
3. Wages for casual employees shall be in accordance with Appendix 'A' to the Collective agreement.
4. Casual employees shall not be eligible for employee benefits covered under Articles 19. (Sick Leave) or Article 21 (Welfare Benefits) of the current Collective Agreement, but they shall receive a nine (9%) payment in addition to their regular wages in lieu of such benefits. Casual employees shall not be eligible for payment covered under Article 16 (Paid Holidays), but they shall receive a three percent (3%) payment in addition to their regular wages in lieu of such benefit.
5. Casual employees shall be paid 4% of their gross earnings in lieu of vacation entitlement.
6. Casual employees shall pay Union dues.
7. The employment period for a casual employee shall not be less than one week nor shall it be longer than one year. It is **recognized** that at the expiration of the required replacement period and before the

expiration of the minimum of one week, the casual employee may be moved to another location(s).

Effective September 1, 1989, the one (1) week period referred to above shall be amended to read one (1) day for operational employees only. The five (5) days period shall continue for maintenance employees.

8. Casual employees shall not accrue seniority except as defined in paragraph 9. When selecting employees under Articles 12.03 and 12.04 of the Collective Agreement, applications from casual employees will not be eligible for consideration; they will be treated as outside applicants for positions not filled by regular employees.
9. When a person who has been a casual employee becomes a regular employee, seniority shall be so dated as to give credit for the total number of days that person has worked as a casual employee. The probationary period for such a new regular employee shall be as stated in the Collective Agreement, paragraph 11.02.
10. The Union shall be notified in writing of the names and term of employment for all casual employees.
11. Casual employees shall be specifically covered by only the following Articles of the Collective Agreement: all of Article 1, 14.01, 14.02, 14.03, 14.06, 15.01, 15.02, 15.04, 18.08 and 23.04.

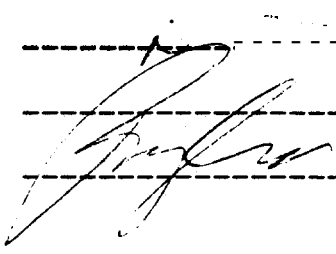
LETTER OF UNDERSTANDING

The parties agree that a Committee will be established for the purpose of discussion and amendment to the current Sick Leave Plan now covered under the terms of the collective agreements, with the understanding that:

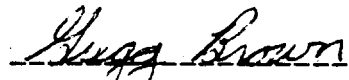

1. Such Committee shall be made up of representatives of CUPE Local 1480, CUPE Local 1727, and the Employer.
2. The items for discussion will be the current sick leave covered under Article 19 - Sick Leave and Severance, and shall also include discussions regarding Article 21.08.
3. Such discussions shall also include relationship of sick leave as it pertains to the Long Term Disability Plan now in effect.
4. Such discussions shall also include co-operative efforts to reduce general absenteeism.
5. Both parties agree that these discussions shall start as soon as possible after the signing of the current collective agreements, and both parties further agree that there shall be no amendments or changes to any of the sick leave provision or related Articles in the collective agreements until the Committee has agreed on a recommendation and that the recommendation is subject to ratification by the Frontenac County Board of Education, and CUPE Local 1480, and CUPE Local 1727.

SIGNED this 30 day of June, 1997


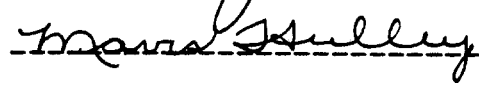
ON BEHALF OF THE **FRONTENAC**
COUNTY BOARD OF EDUCATION



ON BEHALF OF **CUPE LOCAL 1480**

ON BEHALF OF **CUPE LOCAL 1727**

MEMORANDUM OF AGREEMENT
BETWEEN
THE FRONTENAC COUNTY BOARD OF EDUCATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1480

The purpose of this Memorandum of Agreement. is to establish wage adjustments for Head Caretakers in Secondary and Elementary Schools over and above those listed in Schedule "A", and further to establish criteria for promotions to the position of Head Caretaker - Elementary and Secondary School.

Head Caretaker - Elementary School

Promotions to Head Caretaker - Elementary School will require, in addition to the requirements listed in the existing position description, completion of three (3) Seneca College or St. Lawrence College Building Systems Management Program courses (or recognized equivalent) as follows:

- SM5 1 Building Systems Heating
- SM55 Building Systems Control
- SM62 Energy Management

Each credit the employee possesses at the time of promotion shall increase the hourly rate listed in Schedule "A" by seventeen cents (\$.17) per hour.

Effective January 1, 1993, the seventeen cents (SO. 17) shall be amended to read twenty-four cents (\$0.24).

Notwithstanding the above, any Head Caretaker - Elementary School who possesses any of the courses referred to for Head Caretaker - Elementary School shall receive, over and above the wages listed in Schedule "A", seventeen cents (\$.17) per hour for each course completed to a maximum of fifty-one cents (\$.51) per hour.

Effective January 1, 1993 the seventeen cents (\$0.17) shall be amended to read twenty-four cents (\$0.24) and the fifty-one cents (\$0.51) shall be amended to read seventy-two cents (\$0.72).

Head Caretaker - Secondary School

Promotions to Head Caretaker - Secondary School will require, in addition to the requirements listed in the existing position description, completion of four (4) Seneca College or St. Lawrence College Building Systems Management Program courses (or recognized equivalent) as follows:

- SM51 Building Systems Heating
- SM55 Building Systems Control
- SM62 Energy Management
- SM53 Air Handling and Preventative Maintenance

Each credit at the time of promotion shall increase the hourly rate listed in Schedule "A" by seventeen cents (\$.17) per hour.

Effective January 1, 1993, seventeen cents (\$.17) shall be amended to read twenty-four cents (\$.24).

Notwithstanding the above, any Head Caretaker - Secondary School who possesses any of the courses referred to for Head Caretaker - Secondary School shall receive, over and above the wages listed in Schedule "A", seventeen cents (\$.17) per hour for each course completed to a maximum of sixty-eight cents (\$.68) per hour.

Effective January, 1993 seventeen cents (\$.17) shall be amended to read twenty-four cents (\$.24) and sixty-eight cents (\$.68) shall be amended to read ninety-six cents (\$.96).

Effective January 1, 1993 successful completion of any of the courses listed above shall mean at least a B grade. This provision shall not apply to employees currently classified as Head Caretakers - Elementary Schools and Head Caretakers - Secondary Schools who do not possess all of the courses referred to above.

SIGNED this 30 day of June, 1997.

ON BEHALF OF THE **FRONTENAC**
COUNTY BOARD OF **EDUCATION**

ON BEHALF OF THE **CANADIAN UNION OF**
PUBLIC EMPLOYEES AND ITS LOCAL 1480



THE FRONTENAC COUNTY BOARD OF EDUCATION

D. Ros. Lummond - Chair
Barry C. O'Connor - Director of Education
and Secretary
Mark A. McDonald - Treasurer

"A Community of Learners"

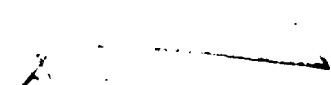
220 Portsmouth Avenue
Kingston, Ontario K7L 4X4
Mailing Address: Postal Bag 610
Tel: (613) 544-6920 Fax: 544-6804

Mr. Gregg Brown
President, CUPE 1480

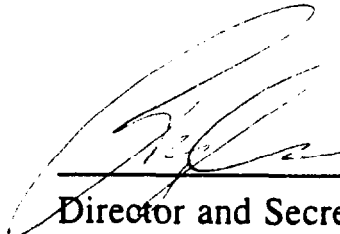
Dear Mr. Brown:

This letter will confirm that the Frontenac County Board of Education agrees that no regular employee who was employed on the date of signing this agreement shall be laid off or have their hours of work reduced during the term of the negotiated agreement. This letter will be part of the collective agreement and will be effective for the life of this collective agreement.

Yours truly,



Chair of the Board



Director and Secretary of the Board

June 30, 1997
Date

MEMORANDUM OF AGREEMENT

BETWEEN

THE FRONTENAC COUNTY BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1480

CARETAKER REPLACEMENT PROCESS

The Caretaker Replacement Model is deleted. In its place, it is agreed that there will be full replacement, within a reasonable time, to the full allocation as per article 23.06.

The Employer agrees that if all floats are utilized, the overtime provision in Article 15 will apply as an hour for hour basis.

Signed this 30 day of June, 1997.

ON BEHALF OF THE FRONTENAC
COUNTY BOARD OF EDUCATION

ON BEHALF OF LOCAL 1480

LETTER OF AGREEMENT
BETWEEN
THE FRONTENAC COUNTY BOARD OF EDUCATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1480

The parties agree to meet during the life of this agreement to review the cost savings achieved from changes made to the benefits plans.

Signed this 30th day of June, 1997.

ON BEHALF OF THE FRONTENAC
COUNTY BOARD OF EDUCATION

ON BEHALF OF LOCAL 1480

Greg Brown

Dale Sams

[Signature]

A & O

MEMORANDUM OF AGREEMENT

BETWEEN

THE FRONTENAC COUNTY BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1480

The employer agrees to pay, in a lump sum on a separate cheque in September 1997, the equivalent of 1% of the employee's earnings for the period May 1, 1997 to August 31, 1997, to each employee.

Signed this *30* day of *June*, 1997.

OS BEHALF OF THE FRONTENAC
COUNTY BOARD OF EDUCATION

OS BEHALF OF LOCAL 1480

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

MEMORANDUM OF AGREEMENT

BETWEEN

THE FRONTENAC COUNTY BOARD OF EDUCATION

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1480**

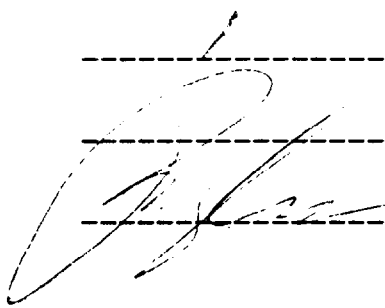
The parties agree that through the Staffing Committee, the parties will jointly develop an allocation model for summer students.

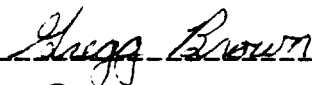
The parties further agree that representatives designated by the Union shall sit on the Hiring Committee for summer students.


Signed this *30* day of *June*, 1997.


**ON BEHALF OF THE FRONTENAC
COUNTY BOARD OF EDUCATION**

ON BEHALF OF LOCAL 1480









MEMORANDUM OF AGREEMENT

BETWEEN

THE **FRONTENAC** COUNTY BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL **1480**

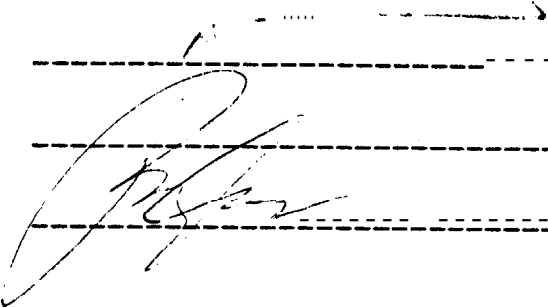
RE: MAINTENANCE DRUGS

Pursuant to Article 21.02, the parties agree that, effective July 1, 1997, all maintenance drugs covered by article 21.02 are to be accessed by the mail order supplier "MediTrust" as agreed upon by the parties.

Signed this *30* day of *June*, 1997.

ON BEHALF OF THE **FRONTENAC**
COUNTY BOARD OF EDUCATION

ON BEHALF OF LOCAL **1480**



Gregg Brown
Dale Sanno
A. B. Datta

MEMORANDUM OF AGREEMENT

BETWEEN

THE **FRONTENAC** COUNTY BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL **1480**

The parties agree that upon signing of this agreement, the Employer will develop a model for the payout of frozen sick leave credits upon implementation of the new sick leave plan at a discounted present value from the employee's normal retirement date, and in accordance with Article 19.03, that will be financially feasible and will meet Board approval.

Signed this *30* day of *June*, 1997.

ON BEHALF OF THE **FRONTENAC**
COUNTY BOARD OF EDUCATION

ON BEHALF OF LOCAL **1480**

Greg Brown

Dale Saine

/b-'

- k g & A A - - - - -

