

COLLECTIVE AGREEMENT

Between

WEST PARRY SOUND BOARD OF EDUCATION

and

CUSTODIAL & MAINTENANCE EMPLOYEES'

f the

**SECONDARY | FEDERATION
PARRY SOUND DIVISION, DISTRICT 40**

JULY 1, 1991 TO DECEMBER 31, 1992

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1.00 PURPOSE

1.01 The purpose of this Agreement is to establish an orderly and harmonious collective bargaining relationship between the Board and those Custodial/Maintenance employees represented by the Union.

2.00 RECOGNITION

2.01 The Board agrees to recognize the Ontario Secondary Teachers' Federation as the bargaining agent of all Custodial/Maintenance employees of the West Parry Sound Board of Education, save and except Supervisors, persons above the rank of Supervisor, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, temporary employees and employees in bargaining unit(s) for which any union held bargaining rights as of November 30, 1990.

3.00 DEF |

3.01 A full-time employee shall mean an employee who regularly works 35 hours per week or more on a 10 or 12 month basis.

3.02 A half-time employee shall mean an employee who regularly works 24 hours per week or more but less than 35 hours per week on a 10 or 12 month basis.

3.03 A temporary employee is an employee hired on a temporary basis for special projects or during periods of heavy workload/in cages of emergency/for replacement of employees absent due to illness or accident or for other similar purposes/for replacement for employees on leave of absence. A temporary employee will not be employed for more than ninety (90) consecutive days without the consent of both parties.

3.04 "Board" shall mean the West Parry Sound Board of Education (WPSBOE).

3.05 "O.S.S.T.F." shall mean the Ontario Secondary School Teachers' Federation.

4.00 MANAGEMENT RIGHTS

4.01 The Union recognizes that it is the right of the Board to manage the affairs of the operation, to hire, layoff, suspend, to discipline employees and to direct the working force of the Board subject to the tenus of this Agreement. The Board shall not exercise its rights to

direct the working forces in a discriminatory manner. The Board agrees not to discharge or discipline except for just cause.

- 4.02 The Board also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this agreement.

5.00 UNION RIGHTS

- 5.01 The Board agrees to acquaint new employees with the fact that a collective agreement is in effect.

- 5.02 The Union shall notify the Board in writing of the names of its representatives as follows: officers, bargaining committee members, grievance committee members before the Board shall be obliged to recognize them.

- 5.03 The Board shall provide the union with a list of the names of the employees, within the bargaining unit on or before October 31 of each year.

- 5.04 The employer shall provide for the use of the Union space on an existing bulletin board at an appropriate location.

- 5.05 The Union may be allowed to use the inter-school mail service for the purpose of communicating with its members provided there is no cost to the Board.

- 5.06 The Union shall be allowed to use school facilities for meeting purposes outside of regular working hours and providing facilities are available and approved in advance.

6.00 UNION MEMBERSHIP & DUES CHECK-OFF

- 6.01 The Board agrees to deduct from every employee's wages monthly dues and assessments levied in accordance with the O.S.S.T.F.'s Constitution and By-laws, and to remit such monies to the Treasurer of O.S.S.T.F. no later than the 15th day of the month following the month in which the deduction was made. The Board shall accompany such remittance with a list identifying the names, social insurance numbers and amounts deducted for all employees.

- 6.02 The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

6.03 T4 Income Tax slips issued by the Board shall state the amount of O.S.S.T.F. fees deducted from each employee.

7.00 UNION LEAVE

7.01 Seven (7) working days in each calendar year shall be provided without pay for Union business. Where possible the request of the Union shall be made in writing to the Controller of Human Resources at least 2 weeks in advance and no more than two (2) employees may be absent at any one time.

7.02 Union leave shall be granted to members who serve as Union representatives on Board Committees which are convened during working hours. Such leave shall not reduce the number of days available under Article 7.01.

8.00 STRIKES & LOCKOUTS

8.01 The Union agrees that there shall be no strike or slowdown during the term of this agreement on the part of the employees represented by the Union, and that if such action shall be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties. The Board agrees that there shall be no lockout during the term of this agreement. The terms "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act as amended from time to time.

9.00 GRIEVANCE PROCEDURE

9.01 It is mutually agreed that it is in the spirit and intent of this Agreement to settle, in an orderly fashion, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement including any questions as to whether a matter is arbitrable.

9.02 Any dispute will not be recognized as a grievance unless it has first been discussed by the Custodial/Maintenance employees with their immediate Supervisor. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at step 1.

9.03 **STEP 1:**
If the dispute is not to be deemed as settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing to the Director of Education within fifteen (15) calendar days of the Custodial/Maintenance employees becoming aware of the circumstances giving rise to the grievance, or after the date when the event could reasonably have

been detected. The written notice shall contain the complete grievance, list all clauses alleged to have been violated by specific number and the settlement requested and shall not be subject to change after submission. The Director designee shall provide a written answer within seven (7) calendar days of receipt of the grievance.

9.04

STEP 2:

If the grievance is not to be deemed as settled on the basis of the answer given in Step 1, the Union shall within seven (7) calendar days of receipt of the step 1 answer, notify the Director or designee, in writing, that a grievance meeting is required. The Director or designee and other persons that the Director and designee deems appropriate shall meet with up to three (3) members of the Union, including the grievor should the grievor wish to attend the meeting, within fourteen (14) calendar days of receipt of the notice. The Director or designee shall provide a written answer within seven (7) calendar days of the meeting being held.

9.05

STEP 3:

If the grievance is not to be deemed as settled on the basis of the answer given in step 2, the Union shall, within seven (7) calendar days of the receipt of the answer given in step 2, notify the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's nominee. The Director or designee shall within seven (7) calendar days, inform the Union of the Board's nominee. The two nominees shall, within seven (7) calendar days or such longer time as they may agree upon, appoint a third person who shall act as the Chair. If the recipient of the notice fails to appoint an arbitrator or if the two nominees fail to agree upon a chair within the time limit, either the Union or the Board may request *the* appointment of a chair by the Ministry of Labour.

9.06

The Arbitration Board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.

9.07

The decision of the majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chair governs. The decision of the Arbitration Board shall be final and binding and enforceable on the parties.

9.08

The Arbitration Board shall not have the power to change, modify, extend or amend the provisions of this Agreement.

9.09 Each party shall bear the fee and expenses of its nominee to the Arbitration Board and any fees and expenses of the chair shall be borne equally by the parties. Each party shall bear its own expenses respecting appearances at hearings of the Arbitration Board. Each party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

9.10 All the time limits fixed herein for the grievance procedure may be extended only upon the mutual written consent of the parties and subsection 44 (6) of the Labour Relations Act does not apply. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the mutual written consent of the parties.

10.00 CLASSIFICATIONS & SALARY SCHEDULE

10.01 The Classifications and rates of pay shall be set forth in schedule "A" attached.

10.02 Bi-weekly salary payments will be made every second Friday and will be concurrent with the period worked for all 12 month employees.

Ten month employees shall work on a time sheet basis and be paid every second Friday with a hold back of 2 weeks.

Ten month employees: no salary is payable for the weeks of the summer, Christmas or Mid-winter breaks.

11.00 EMPLOYEE BENEFIT PLANS

11.01 Pension Plan:
All eligible employees who meet the eligibility requirements of OMERS shall participate in the Ontario Municipal Employees Retirement System.

11.02 Insurance Plan:

The following employee benefit plans will be in effect with the Board contribution to be as stated:

	Board Contribution	Employee Contribution
Extended Health Care, Semi-private Hospitalization & Vision Care (effective Feb.1/92 increase to \$200)	90%	10%

Dental @ 1990 ODA Fees
 (including Major restorative &
 orthodontics) 90% 10%
 Effective Feb.1/92 increase
 ODA TO 1991 & Effective Feb.1/93
 increase ODA to 1992

Group Life Insurance

Basic	60,000	100	nil
Option A:	10,000	nil	100%
Option B:	20,000	nil	100%
Option C:	30,000	nil	100%
Option D:	40,000	nil	100%

The details of Extended Health Care and Dental benefits shall be as published in the carrier's booklet.

- 11.03 Staff employed on a 10 month basis are entitled to the Board contributions for July and August. To qualify for the summer period an employee must have been employed for a period of five months.
- 11.04 In the event an employee is absent without pay for a period of one calendar month or longer, the total premiums are payable by the employee and the Board contribution is not applicable.
- 11.05 A Long Term Disability Insurance plan will be made available to employees. Participation in the plan is compulsory for all new full-time employees employed by the Board. One hundred per cent (100%) of the premium for each employee will be paid by the employee.
- 11.06 The Board reserves the right to change carriers at its' discretion provided benefits remain at least equivalent to those now in effect.

12.00 HOURS OF WORK

- 12:01 The regular full-time work week shall consist of 35 or 40 hours per week, 7 or 8 hours per day, five days per week.
- 12:02 Half-time employees shall work varied hours per week according to work load. However the normal work week shall consist of 5 days per week.
- 12.03 Employees will be required to work schedules established by the Principal and/or Supervisor and approved by the Controller of Plant & Transportation. Schedules may be established from Mondays to Saturdays inclusive. Shifts schedules not in previous use require consultation with the union prior to implementation.

12.04 Day Shift: employee's shall be entitled to a fifteen (15) minute break (paid) in the morning and the afternoon or an equivalent thereof from the employee's work station. and one half-hour lunch period (unpaid). Such breaks shall not interfere with the efficient running of the workplace.

Afternoon Shift: employee's shall be entitled to one fifteen (15) minute break and one half-hour lunch period paid by the employer.

12.05 A minimum of 24 hours notice shall be given for a change in shift except in case of emergency.

12.06 **WEEKEND SECURITY CHECKS BY HEAD CUSTODIANS:**
Security checks are to be made during the heating season only commencing November each year to March and only one check will be required each weekend, unless otherwise required by the Controller of Plant & Transportation. Where practical two or more schools may be grouped together and only one employee will be required to perform checks.

13.00 OVERTIME

13.01 Additional work beyond incidental overtime, when authorized by the Superintendent of Business will be paid at the employee's current hourly rate. Overtime is to be arranged only if other suitable alternatives cannot be arranged.

Employees required to work beyond 40 hours in the week will receive pay at the rate of one and one-half times the employee's regular rate, Pay will be calculated on full 1/2 hours worked only. Unauthorized overtime will not be paid.

13.02 The employee shall be allowed to save overtime to be used at a later date as time off with pay. It is understood that the period of time off is to be equal to 1 (one times) hours of overtime worked, and no employee shall be allowed to accumulate more than 40 hours at one time. Time off shall be by mutual agreement.

13.03 Overtime for regular employees will be paid monthly on the first pay after the twelfth of the following month.

13.04 Opportunities for overtime shall be made available to all qualified employees at the work location on a fair and equitable basis.

13.05

SECURITY CHECKS:

Weekend security duties will be compensated at the regular hourly rate with a minimum guarantee of 3 hours pay. When two or more schools are grouped together, the employee will be paid at the rate of time and a half. An employee required to travel to another school to perform the security checks will be reimbursed vehicle allowance.

14.00

HOLIDAYS

14.01

All employees shall be granted the following holidays with pay:

	12 month employee	10 month employee
New Year's day	X	X
Good Friday	X	X
Easter Monday	X	X
Victoria Day	X	X
Canada Day	X	NIL
Civic Holiday	X	NIL
Labour Day	X	X* (only employees returning)
Thanksgiving Day	X	X
Christmas Day	X	X
Boxing Day	X	X

14.02

The Board reserves the right to substitute another holiday in the event a statutory holiday is moved for school year calendar purposes.

14.03

Pay for authorized holidays is pro-rated, according to the regular normal hours worked. In order to qualify for a Statutory Holiday, an employee is required to be employed for the three months immediately prior to the holiday, work on 12 of the 30 days preceding the holiday and work on his or her regular day of employment, preceding and following the holidays.

15.00

ANNUAL VACATION

15:01

For staff employed on a Twelve Month basis:

After 1 year of employment	2 weeks
After 3 years of employment	3 weeks
After 10 years of employment	4 weeks
After 20 years of employment	5 weeks

Vacation entitlement is calculated annually as of July 1.

An employee who has not been employed for a full twelve month period by July 1st will receive a vacation, pro-rated according to the number of months employed. Vacations will be arranged on the recommendations of the

immediate supervisor and the approval of the Controller of Human Resources.

15.02 For staff employed on a ~~Ten~~ Month basis:

The vacation entitlement is determined as of the last teaching day in each school year.

Less than 3 years of service	4%
After 3 years of service	6%
After 10 years of service	8%
After 20 years of service	10%

Vacation pay shall be payable at end of the fall term and end of the spring term.

15.03 Vacation entitlement shall be pro-rated for any interruption of continuous service greater than three (3) months.

15:04 On retirement or termination an employee will be paid the proportionate number of days of entitlement, based on the number of complete months of employment from July 1st to the date of retirement or termination of employment.

16.00 LEAVE OR ABSENCE

16.01 MATERNITY LEAVE

Maternity leave shall be in accordance with the Employment Standards Act. Maternity leave is not chargeable to sick leave and is without pay. While on maternity leave the Board shall continue to pay its share of benefits,

16.02 BEREAVEMENT LEAVE

Up to three (3) working days with pay will be provided for members of the immediate family. Immediate family shall include: spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law and grandparents.

Up to one (1) day with pay may be allowed for the death of a friend or relative not covered above.

16.03 JURY DUTY

Every employee is entitled to their salary notwithstanding their absence from duty as a witness in any court to which the employee has been summoned. in any proceedings to which the employee is not a party or one of the persons charged. Any fee received as a witness or for jury duty is to be remitted to the Board, less any expenses incurred.

16.04

INJURIES

An employee injured in the course of duty will have their Worker's Compensation salary awards supplemented from sick leave credits to provide for the payment of full pay, until such time as the S/L credits are exhausted or on the resignation of the employee. The days chargeable to sick leave shall be equivalent to the number of full days paid to the employee of the Board.

16.05

QUARANTINE

An employee who is quarantined or otherwise prevented by the order of the medical health authorities from attending their duties is entitled to sick leave benefits in accordance with the regulations.

16.06

CONVOCATION

Members attending convocation ceremonies where a degree is being conferred on the employee or the employee's son, daughter, spouse, mother or father, one day will be granted with pay.

16.06

CONFERENCE/SEMINARS

Employees delegated by the Superintendent of Business to attend conferences will be granted necessary time with pay.

16.07

DENTAL/MEDICAL APPOINTMENTS

An employee absent for the employees own dental or medical appointment or absence for a dental/medical appointment of the employees, spouse, child or parent, shall be granted the necessary time with pay to a maximum of 5 days per calendar year. Absences of a half day or more are chargeable to sick leave.

16.08

NOTICE OF ABSENCE

An employee is required to notify their respective principal or immediate supervisor in the event the employee is unable to report for duty for any reason. Reasonable notice must be given according to the circumstances.

Absences with pay, not requiring the approval of the Controller of Human Resources are to be reported directly to the principal or immediate supervisor.

16.09

PERSONAL LEAVES WITHOUT PAY

An employee may request approval for absence without pay for personal reasons. Such request must be made in writing to the Controller of Human Resources as far in advance as possible unless extenuating circumstances preclude proper notice in which case a letter outlining

details is to be forwarded to the Controller of Human Resources as soon as possible.

17.00 CUMULATIVE SICA LEAVE PLAN

17.01 A full-time employee shall receive sick leave credits for service at the rate of two (2) days for each completed month of employment. This gives 24 days per year for a 12 month full-time employee and 20 days per year for a 10 month full-time employee.

17.02 An employee who regularly works less than 35 hours per week shall receive a pro-rated amount of sick leave. Both the monthly allocation and the yearly limit in 17.01 above shall be pro-rated according to the ratios of hours worked by the employee to the regular number of hours worked by a full-time employee.

17.03 In calculating sick leave credits in 17.01 and 17.02 above completed months shall be defined as months in which employees are actively at work. Absences of one (1) month or more shall not be credited except for vacation periods.

17.04 Sick leave credits shall be accumulated from year to year subject to the following limits:

Full-time 12 month employee	240 days
Full-time 10 month employee	200 days

For part-time employees the above limits shall be pro-rated as in 17.02.

17.05 For the purposes of this plan a year shall be from July 1 to June 30. Cumulative sick leave shall be calculated annually as at June 30th.

17.06 A statement of cumulative sick leave benefits will be issued annually to each employee by the end of September, indicating the benefits as at June 30th of the preceding year. Errors or omissions, if any are to be reported in writing to the Controller of Human Resources prior to October 15th of the current year.

17.07 SALARY DURING ABSENCE

All payments to employees under this plan will be calculated on the basis of the employee's current annual salary.

17.08 CREDITS FOR PRIOR SERVICE

An employee transferring directly from another board which has a cumulative sick leave plan will be credited with the number of days of cumulative sick leave which the employee had to their credit with the previous board.

Such credit shall not exceed accumulation as set out in 17.04 above.

17.09 Absences of three (3) consecutive days or more are to be supported by a Doctor's certificate.

17.10 Employees shall not be entitled to sick leave benefits for absence due to pregnancy or complications thereof.

17.11 In order to receive pay for illness, absences cannot exceed credits actually earned at commencement of illness.

17.12 **TRANSFERS**
Employees transferring from one classification to another which affects the employees sick leave accumulation and maximums shall have their accumulated time adjusted to reflect the new working hours,

17.13 **RETIREMENT GRATUITY**
A retiring employee who meets the requirements will qualify for a Retirement gratuity based on the number of accumulated sick leave days and the number of years service.

The gratuity will be paid to the employee in the year following retirement, not later than the first day of April.

17.14 **ELIGIBILITY & METHOD OF CALCULATION**
Maximum gratuity shall be one half of the current annual salary at date of retirement.

The number of years of service used in the formula shall be those with the WPSBOE and its predecessor Boards. The number of days of accumulated sick leave shall be restricted to those earned while in the employ of the WPSBOE and its predecessor Boards since the last date of hire,

Years of service and accumulated sick leave from the last day of regular employment will be used in the calculation. Continuous service only will be recognized, except for leave of absences approved by the Board.

The minimum number of years of service to qualify for the retirement gratuity is five years and the maximum number of years of employment to be used in the calculation shall be 20 years.

The maximum number of days of accumulated sick leave to be used in the calculation shall be those in 17.04 above.

The formula to calculate the amount of gratuity is as follows:

# of years service (Max.20)	X	# of days sick leave (Max.as in 17.04)	X	Annual salary at date of retirement
<hr/>		<hr/>		<hr/>
20		limit as in 17.04		2

To qualify for a gratuity, a retiring employee must:

- a) have reached the age of 55 years, or
- b) retire due to permanent disability as per definition under OMERS PENSION plan, or
- c) have attained the "90 factorⁿ in accordance with OMERS pension plan.

There are no death benefits included in this plan. However, if an employee's death occurs subsequent to retirement and before payment of the gratuity, the gratuity will be paid to the estate.

For purposes of calculation the number of years of employment, an employee working on a ten month basis is to be credited with one year of employment for each ten month period.

8.00

- & R

18:01

The Board shall maintain a seniority list of all members in the bargaining unit. Seniority shall mean any **employees** continuous service with the Board since the date of last hiring.

18:02

Lists showing the seniority of all employees and their classifications shall be posted and brought up to date every 6 months. Any question as to the accuracy of the seniority dates must be submitted within 15 working days of the posting of the list, following which the dates will be considered to be correct.

18:03

A new employee shall be on probation until they have worked sixty (60) days after which their continuous service shall date back to date of first hiring. A probationary employee shall not have recourse to the Grievance procedure if the probationary employee is laid off or is discharged during the probationary period.

18:04

The Board shall notify the Union of lay-offs within five (5) working days of the Board having made a decision to lay-off.

Unless the Employment Standards Act is more favourable to the employees the Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this sub-article. The employee shall be paid the days for which work was not made available.

(The above notice is not intended to include employees who are hired on 10 month assignments or other specific employment terms).

18:05

In the event of layoff, the Board shall lay off employees in the reverse order of their seniority within their classification. An employee laid off in one classification may bump the most junior employee in the same classification or may bump into another classification provided the displaced employee has the least seniority and provided the senior employee has the ability knowledge and qualifications to perform the work in a manner which will not adversely affect the efficiency of the department. The laid off employee must exercise bumping rights within three working days from date of notification of lay-off.

Both parties recognize that benefits will not accrue during lay-off periods. However, benefits will be paid to the end of the month in which the employee is laid-off

18:06

All employees shall retain their seniority for a period of 16 months after lay-off.

- a) Notice of recall shall be made by registered mail to the last known address. It shall be the employees responsibility to notify the Board of any changes in address.
- b) The employee must indicate intentions to return to work within 3 days of receiving recall notice.

18 :07

Seniority shall be lost and employment terminated if an employee:

- a) quits or retires
- b) is discharged
- c) fails to return to work upon being recalled under sub-article 18:06 after being sent a re-hiring notice
- d) is laid off for a period of 16 months or more

19.00 JOB POSTING

19:01 When the Board determines that a vacancy exists within the coverage of this agreement. The Board shall post the position for five (5) working days during which time regular employees will have an opportunity to apply (Board policy, section 80 (41-P) shall apply).

The posting shall contain the following information: classification, location, qualifications, required knowledge/education or skills and rate of pay.

The Board may fill the vacancy temporarily while the notice is posted pending the filling of the vacancy permanently.

The Board agrees to post the name of the successful applicant as soon as practicable after the appointment is made.

20.00 PERSONNEL FILES

20.01 Employees shall have access to their personnel records and upon written request be provided with copies of material contained therein.

21.00 VEHICLE ALLOWANCE

21.01 An employee required to use their personal vehicle on board business will be reimbursed at the Board's current rate per kilometre.

22.00 TUITION FEES

22.01 Employees may apply to the Superintendent of Business for reimbursement of tuition fees for courses successfully completed.

23.00 UNIFORMS

23.01 The employer agrees to provide each employee who has completed the probationary period, with two (2) sets of uniforms per year as follows:

Male - Basic issue
2 pairs of pants
3 shirts
+Safety Footwear

Female - Basic issue
2 pairs of slacks
3 blouses
*Safety Footwear

(Employees may adjust uniform order as follows; 3 pairs of pants/slacks and 2 shirts/blouses provided order is With the Controller of Business Services by May 15th)

employment for a 10 month period will be considered as one year.

- b) Employees working less than full-time will receive a pro-rated amount, based on the percentage of time worked in the two year period prior to termination.
- c) The severance allowance will be paid by the end of the month following termination.

25.03 REFUND

In the event of a recall within a one year period, the severance allowance will be repaid to the Board in instalments suitable to both parties.

26.00 WAGE LOSS REPLACEMENT PLAN

26.01 Subject to the provisions of 25.02 and upon the completion of three months continuous employment, a person employed for fifty per cent (50%) or more of the normal working hours who is absent from work due to personal illness or injury, which absence is not covered by the Worker's Compensation Act or the Canada Pension Plan, shall be eligible to receive a disability income benefit. The benefit will equal sixty percent (60%) of the employee's insurable earnings as determined by the Unemployment Insurance Act Regulations and will be paid for a maximum of fifteen (15) weeks commencing the sixth (6th) working day of disability. Should the disability exceed five (5) consecutive working days, the benefit will commence on the first day of disability.

26.02 An employee will not be entitled to receive any disability benefit if the employee is:

- 1) in extended years of employment (beyond 65 years of age)
- 2) not under the care of a licensed physician
- 3) not receiving continuing treatment under the care of a licensed physician should the illness result from the use of drugs or alcohol
- 4) in the Armed Services or involved in any riot, war, or wilful participation in disorderly conduct
- 5) in receipt of vacation pay
- 6) injured or sustains a disease while committing a criminal offence
- 7) serving a prison sentence
- 8) absent due to illness or injury which occurred as a result of gainful employment other than the Board
- 9) engaged in a strike or lockout, or
- 10) disabled because of intentionally self-inflicted injuries or disease.

26.03 A disability income benefit shall not be paid to an employee absent due to pregnancy during the period commencing with the tenth (10th) week prior to the expected week of confinement and ending with the sixth (6th) week after confinement, or during any period of maternity leave of absence taken pursuant to this Agreement or the Employment Standards Act, or when the employee is in receipt of maternity benefits provided by the Unemployment Insurance Act.

26.04 Disability income benefits are not available during the first month after the return to active employment following a previous disability for which benefits are paid in the case of a new disability, and during the first three (3) months after return to active employment in the case of a recurrence of a previous disability,

26.05 Disability income benefits shall be terminated on the date a layoff becomes effective unless the disability commences prior to notice of layoff. In cases where no notice of layoff is given or the disability commences more than two (2) months before layoff, whether or not the notice of layoff has been given, the benefit will be paid.

An employee shall not be eligible to receive a disability income benefit until the employee has exhausted all statutory and cumulative sick leave credits, or

Eligibility for disability income benefit shall be conditional upon an employee having fewer than seventy-five (75) days sick leave credits including both statutory and cumulative sick leave. An employee with less than seventy-five (75) days sick leave credits will receive sick leave credits and the balance of seventy-five (75) days will be provided under the plan,

It is understood and agreed that the employee's share of the Unemployment Insurance premium reduction has been exchanged for and has been included in the employee's portion of the employee benefit program.

27.00 DURATION

27.01 This agreement shall be in effect from the date of ratification and shall continue in full force up to and including DECEMBER 31, 1992 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that

it desires to negotiate with a view to renewal, with or without modification of this agreement, in accordance with the Ontario Labour Relations Act.

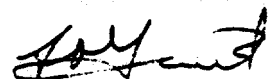
27.02 Nothing herein prevents the revision or amendment of any provision of this Agreement by mutual consent in writing of the parties hereto during the term of this Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified by the Trustees of the Board on behalf of the Board and the membership of the Custodial & Maintenance employees.

The foregoing is acknowledged and agreed to by the parties hereto;

**WEST PARRY SOUND BOARD
OF EDUCATION**




Chair, Board of Education

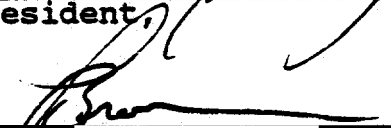


Secretary, Board of
Education

**THE ONTARIO SECONDARY
TEACHERS' FEDERATION,
REPRESENTING THE CUSTODIAL
& MAINTENANCE EMPLOYEES**



President,



Chief, Negotiating
Committee

AND SALARY SCHEDULE

CLASSIFICATION	JULY 1 '91	JAN 1 '92	JULY 1 '92
<u>GROUP 1</u>			
Head Carpenter Electrical/Mech. Tech Electronic Support	\$ 16.03	16.19	17.08
<u>GROUP 2</u>			
Carpenter	\$ 14.30	14.44	15.23
<u>GROUP 3</u>			
Head Custodian	\$ 13.72	13.86	14.62
<u>GROUP 4</u>			
Assistant Head Custodian	\$ 13.32	13.45	14.19
<u>GROUP 5</u>			
General Maintenance	\$ 12.99	13.12	13.84
<u>GROUP 6</u>			
Custodian/Housekeeper	\$ 12.59	12.72	13.42

LETTER OF UNDERSTANDING

RE; CHRISTMAS AND NEW YEAR ABSENCE

Staff employed on a 12 month basis and who are scheduled to work during the school Christmas vacation period are entitled to be absent with pay for the last working day before Christmas Day and any working days that fall between Christmas Day and New Year's Day.


To qualify, staff must be employed prior to July 1st of the current year.


Security checks as scheduled by the Controller of Plant & Transportation for the Christmas & New Year's holiday are to be performed by the Head Custodian. In the event a Head Custodian wishes time-off he may request authorization from the Controller of Plant & Transportation to arrange an alternate employee to perform duties. It is understood that there is no cost to *the* Board for these security checks,

In the event the Board requires a staff member to work on any of these days due to some school program, community activity, work program, or some other related reason, the employee required to work will be entitled to alternate days.

Pay for above is pro-rated, according to the regular normal hours worked.


The foregoing is acknowledged and agreed to by the parties hereto;


WEST HERRY SOUND BOARD
OF EDUCATION



PRESIDENT, CUSTODIAL &
MAINTENANCE EMPLOYEES'

1 OF **UNDERSTANDING**

No employee shall lose a job or suffer a reduction in hours of work, due to work being assigned to persons outside the bargaining unit.



WEST PARRY SOUND BOARD
OF EDUCATION



PRE-~~STODIAL~~ &
CUSTODIAL &
MAINTENACE EMPLOYEES'


LETTER OF UNDERSTANDING

Re: Common Concerns Committee

The parties agree to form a joint "common concerns" Committee consisting of two (2) members from the Union and two (2) members from Management.

The purpose of the committee is to discuss issues of concern. The parties agree to meet as soon as possible, after one party giving notice to the other party that a meeting is being requested.


WEST PARRY SOUND BOARD
OF EDUCATION


PRESIDENT, CUSTODIAN &
MAINTENACE EMPLOYEES