

SOURCE	Board		
EFF.	96	01	01
TERM.	97	12	31
No. OF EMPLOYEES	90		
NOMBRE D'EMPLOYÉS	88		

AGREEMENT

BETWEEN

THE BRUCE COUNTY BOARD OF EDUCATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL #1330

(CUSTODIAL BARGAINING UNIT)

EFFECTIVE

January 1, 1996 to December 31, 1997

09869(03)

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AGREEMENT

THIS AGREEMENT made this 30 day of April, 1996

BETWEEN

THE BRUCE COUNTY BOARD OF EDUCATION
(Hereinafter called the "Employer"),

OF THE FIRST PART;

AND

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local #1330
(Hereinafter called the "Union"),

OF THE SECOND PART.

ARTICLE 1 - RECOGNITION AND NEGOTIATIONS

1.01 Bargaining Unit

The Employer recognizes the **Canadian Union** of Public Employees and its Local #1330 as the sole and exclusive collective bargaining agent for all its employees engaged in **maintenance**, services and plant operations, save and accept supervisors, foremen, persons above the ranks of supervisor and foremen, and **office staff** subject to the decision of the Ontario Labour Relations Board dated October 8, 1970, and July 16, 1971.

1.02 Job Security

No employee covered by this Agreement shall be laid off or suffer a reduction in normal hours due to the bargaining unit work being contracted out or assigned to a non-bargaining unit employee.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes and acknowledges that the management of schools and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, suspend, layoff, and retire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired Seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter from time to time, rules and regulations to be observed by the employees.

The Union further recognizes the right of the Employer to operate and manage its schools in all respects. The right to subcontract work or services, the right to decide on the number of employees needed by the Employer at any time, the right to decide on the number of hours to be worked and the scheduling of such hours, the right to use modern

methods, machinery and equipment, and jurisdiction over all operations, buildings and equipment at the schools in the said County of Bruce, Ontario, are solely and exclusively the responsibility of the Employer.

The Employer shall exercise its rights in a manner Consistent with the Agreement.

ARTICLE 3 - DEFINITIONS

"Employee" means a person employed by the Employer who is a member of the bargaining unit described in Article 1.01 of this Agreement. For purposes of this Agreement, four types of employees shall be recognized, namely, full-time employees, part-time employees, regular employees and casual employees.

"Full-time Employee" shall mean a person employed by the Employer who is a member of the bargaining unit and working more than twenty-four (24) hours per week.

shall mean a person employed by the Employer who is a member of the bargaining unit and working twenty-four (24) hours or less per week.

shall mean a person employed by the Employer who is a member of the bargaining unit and works a regular number of assigned hours per week.

"Casual Employee" shall mean a person employed by the Employer who is a member of the bargaining unit and does not work a regular number of assigned hours or days per week but works when called in by the Employer to do so. A casual employee may be employed on a regular basis for a period of three months, such period may be extended by mutual agreement between the parties. Someone called in to relieve a "regular employee" shall be classified as a casual employee for a period of three months and such period may be extended by mutual agreement between the parties.

wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement so requires.

ARTICLE 4 - RELATIONSHIP

- 4.01 No provision of this Agreement shall compel any existing employees of the Employer who are not members of the Union as of January 1, 1972 to become members of the Union.
- 4.02 All employees of the Employer who are now members of the Union, shall remain members in good standing of the Union, according to the constitution and by-laws of the Union. All future employees of the Employer shall become and remain members in good standing in the Union at the expiration of the probationary period.
- 4.03 The Employer shall deduct from every employee any monthly dues, initiations or assessments levied in accordance with the Union constitution and/or by-laws and owing by him to the Union.
- 4.04 Deductions shall be made from the payroll at the end of each month and shall be forwarded to the Treasurer of the Union Local not later than the 15th day of the month following. In the first month the said deductions will be accompanied by a list of the names of all employees from whose wages, deductions have been made, and thereafter a monthly list of changes and new employees shall accompany the said deductions. The Employer agrees to furnish once every six (6) months addresses (as indicated on TD1 Return) of all employees covered by this Agreement.
- 4.05 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Superintendent of Business and Finance or a person designated by him.
- 4.06 **No Strike or Lockout**

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

ARTICLE 5 - CORRESPONDENCE

5.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Superintendent of Business and Finance and the chair of the Bargaining Unit.

ARTICLE 6 - LABOUR MANAGEMENT RELATIONS

6.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.02 Negotiating Committee

A Negotiating Committee shall be appointed and consist of not more than five members of the Employer, as appointees of the Employer, and not more than five members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

6.03 Function of Negotiating Committee

The function of the Negotiating Committee is to negotiate a Collective Agreement when Notice has been properly given under Article 24.02.

6.04 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer or under the Grievance Procedure. The Employer shall retain the right to use whatever outside personnel it wishes for these same purposes.

6.05 Time Off for Meetings

Any representative of the Union on the Negotiating Committee, who is in the employ of the Employer, shall have the privilege of attending Negotiations held within working hours without loss of remuneration.

6.06 Labour Management Committee

On the request of either party, the parties shall meet at least once every two months until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Electing of Stewards

The Employer acknowledges the right of the Union to elect one steward from each of the various Academic Superintendent Areas whose duties shall be to assist any employee which the Steward represents, in preparing his grievance in accordance with the grievance procedure.

7.02 Names of Stewards

The name and jurisdiction of each of the stewards from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been so notified.

7.03 Permission to Leave Work

The privileges of stewards to leave their work without loss of pay or benefits shall be granted on the following conditions:

- a) The time shall be devoted to the prompt handling of grievances which shall not be of an unreasonable duration.
- b) The Steward concerned shall obtain permission from his Principal before leaving his work. Such permission shall not be unreasonably withheld

7.04 Definition of a Grievance

Subject to Article 9.03, a grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee regarding any matter covered by this Agreement.

7.05 Settling of Grievance

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1

Prior to the filing of a written grievance within five (5) working days from the time the employee could reasonably be expected to be aware of the circumstances giving rise to the complaint, an employee who feels he has a complaint shall discuss the matter with the Supervisor of Buildings and Maintenance in an effort to resolve the complaint.

Step 2

Failing satisfactory resolution of the complaint in Step 1, the aggrieved employee shall submit the grievance in writing to the Steward of the Union within five (5) working days from the date of discussion with the Supervisor of Buildings and Maintenance. If the Steward considers the grievance to be justified, it shall be forwarded to the Executive of the Local Union. If the Executive, after consultation with the National Representative, considers the grievance to be justified, it shall be forwarded to the Superintendent of Business & Finance within five (5) working days of receipt of the written grievance from the employee. The Grievance shall include the nature of the complaint and the redress sought. The Superintendent of Business & Finance or his designate, along with other personnel he deems desirable, shall hold a meeting with the employee concerned and representatives of the Union Executive within five (5) working days after receipt of the complaint and shall render his decision within five (5) working days after the meeting has been held.

Step 3

Failing satisfactory settlement within seven (7) working days after receipt of complaint under Step 2, the employee concerned together with the President of the Local Union or his designate shall submit the matter in writing to the Director of Education who shall render his decision within ten (10) working days after receipt of such notice.

Step 4

Failing satisfactory settlement being reached in Step 3, the Union may, on giving fifteen (15) days notice in Writing to the Employed of its intention, refer the dispute to Arbitration. If the dispute is not referred to Arbitration within fifteen (15) days, the right to refer the matter to Arbitration shall be barred.

- 7.06 The Union shall have the right to file a Union grievance regarding any matter covered by this Agreement provided such grievance shall not include any matter upon which an individual employee is entitled to file a grievance unless the grievance is common to a group of employees. Such grievance shall be filed commencing at Step 2 and must be filed within twenty (20) working days from the time the Union could reasonably be expected to be aware of the circumstances giving rise to the complaint.

7.0 Arbitration

Arbitration shall be as provided in the **Labour Relations Act of Ontario, as amended** from *time to time*.

7.08 Replies and Submissions in Writing

Except in Step 1, all submissions and replies to grievances **shall be** in writing at all stages.

7.09 Facilities for Grievances

The Employer agrees to supply the necessary facilities for **grievance** meetings between the **parties to this Agreement**.

7.10 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement and **are** subject to the grievance and arbitration procedure.

7.11 Amending to Time Limits

The time limits **fixed** in **both** the grievance and arbitration procedure may **be** extended by consent of the parties to this Agreement but **lack** of such consent shall not be grounds for a grievance.

7.12 Within Article 7 and Article 8, a "working day" shall be defined as a day other than Saturday, Sunday, or a holiday recognized under Article 15 of this Agreement.

ARTICLE 8 - DISCHARGE, SUSPENSION, AND DISCIPLINE

8.01 Warnings

Whenever the Employer or **Director** or designate deems it necessary to censure an employee the Employer *shall*, **within** five (5) working days thereafter, **mail** written particulars of such censure to the **Secretary** of the Union, with a copy to the employee involved.

8.02 Discharge Procedure

An employee **who has** completed his three month probationary period (exclusive of the months of July and August) may be **dismissed** but only for just cause. When an employee is **discharged** or suspended, **the** employee and the Union shall be **advised promptly** in writing by the Superintendent of Business and Finance of the reason for such discharge or suspension.

8.03 Unjust Suspension or Discharge

Should it be found under the grievance procedure that an employee has **been unjustly** suspended or **discharged**, such employee shall be immediately reinstated in his former position, without loss of **seniority**, and shall be **compensated** for all time lost in **an amount equal to his** normal earnings during the **pay period** next preceding such discharge or suspension, **less** any earnings in the **period** of suspension or discharge, or by **any other** arrangement which is **just** and equitable in the **opinion** of the **parties to this Agreement**.

ARTICLE 9 - SENIORITY

9.01 Seniority Defined

Seniority is defined as the length of continuous service with **the** Employer and the immediately prior Employer who **was within** the Bruce County School System. Absence **through** sickness, accident or approved leave of absence will not be deducted in determining length of continuous **service**.

Part-time employees moving into full-time positions will have their seniority date adjusted to reflect full-time equivalency and rounded to the nearest full year.

A part-time employee who transfers to a full-time position subsequent to January 1, 1993, shall have the employee's seniority pro-rated on the basis of the number of hours regularly scheduled as a part-time employee as it relates to forty hours, plus any applicable full-time seniority accrued prior to the transfer.

In the case of a full-time employee transferring to a part-time position, the employee shall maintain seniority accrued at the time of transfer.

9.02 Seniority List

The Employer shall establish seniority lists (Seniority List "A" for full-time employees and Seniority List "B" for part-time employees) showing the date upon which each employee's service commenced. A copy of these lists shall be forwarded to the Secretary of the Union within thirty (30) days of the signing of this Agreement. The employer will provide updated seniority lists to the Union not later than June 15th and December 15th each year. A casual employee shall not accrue seniority.

9.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of three months from the date of hiring. After completion of the probationary period, seniority shall be effective from the original date of employment. If a casual employee who has worked at least 500 hours, is hired as a permanent employee, then the employee will be deemed to have served a probationary period and will be placed on the seniority list and seniority date shall be as of the date of being hired as a permanent employee.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Job postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will post the vacancy within ninety (90) days. The vacancy will be filled as soon as possible after the closing of the posting.

10.02 Method of Making Appointments

- (a) Subject to Article 10.05, in making staff changes, transfers, or promotions within the bargaining unit, the following factors shall be considered by the Employer: skill, ability, and seniority. Where, in the opinion of the Employer, skill and ability are relatively equal seniority shall govern.
- (b) When an employee is promoted as a result of a job posting, such employee shall serve a trial period of not more than 30 days in duration. If, during the trial period, the employee proves to be unsatisfactory, or if the employee feels that he/she does not wish to continue to be in the new position, the employee will be returned to his/her former position at his/her former rate of pay at the time of being awarded the promotion. Any employee transferred or promoted as a result of the original promotion shall be returned to his/her former position and rate of pay likewise.

10.03 Union Notification

The Union shall be notified as soon as possible of all appointments, hirings, layoffs, transfers, recalls, and terminations of employment of all persons in the bargaining unit.

10.04 Reclassification

When new positions are created or existing positions are reclassified the Employer will notify the Union in advance of the nature of the positions and the proposed hourly rate. Any such change in rate shall be negotiated between the Employer and the Union.

10.05 No permanent employee will be transferred without the employee's consent unless the Employer feels that circumstances warrant approaching the Union to attempt to resolve the matter. Failing resolution, the Employer may exercise the transfer provisions specified in Management Rights, Article 2.

10.06 When not more than five (5) extra hours per week are created in a work location, such hours shall be offered to the employees within the work location on a seniority basis, provided such additional hours do not result in an employee being scheduled for more than forty (40) hours per week.

ARTICLE 11 - LAYOFFS AND RECALLS

11.01 A layoff shall be defined as a reduction in the number of employees.

11.02 In the event of a layoff, employees shall be laid off in the reverse order of their seniority after casual and temporary employees. An employee about to be laid off may bump a junior employee even in a higher classification if the employee has the qualifications required to do the job concerned. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.

11.03 The Employer shall give the employee(s) affected, and the Union, notice of layoff in writing as provided in the appropriate legislation but not less than thirty (30) days.

11.04 No new employees will be hired until those laid off within the previous two (2) years have been given an opportunity of re-employment. Notice of such opportunity of re-employment shall be made by mailing to the employee at his latest address shown in the Employer's records said notice of opportunity of re-employment. Such notice may be in the same form as that posted for present employees. It shall be the responsibility of the employee to advise the Employer of any change of address.

ARTICLE 12 - HOURS OF WORK

12.01 Hours

(a) The normal work week for full-time employees shall be forty (40) hours comprised of five (5) eight (8) hour days Monday to Friday inclusive.

(b) The parties may, by mutual agreement, adopt a normal work week for certain full-time classifications other than forty (40) hours and five (5) eight (8) hour days. Any such agreement shall be confirmed in writing.

12.02 Hours for Shift Workers

A running lunch period of one half hour (during which the employee shall be on call in the school) shall be included as part of the regularly scheduled work period for employees on evening and night shift.

12.03 Maintenance Personnel - Travelling

Maintenance personnel shall be paid for time spent travelling from the Board's Administration Building, Chesley to the job site and return.

ARTICLE 13 - OVERTIME

13.01 Overtime Defined

All authorized time worked beyond the normal 40 hour week or beyond the normal 8 hour day or on a holiday set out in this Agreement as a paid holiday shall be considered as overtime if performed at the request of and authorized by the Principal or the Supervisor of Buildings and Maintenance Services or designate.

13.02 Overtime Rates

Overtime shall be paid at the rate of time and one-half for all overtime during the normal work week and on **Saturday**. **All** work on Sunday shall be at the rate of double time.

13.03 No Lay-off to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

13.04 Overtime for Part-Time Employees

Subject to Article 13.02, overtime shall be payable to part-time employees covered by this Agreement only if the employee in question is required and duly authorized to work more than 40 hours in any week or more than 8 hours in any day and in this event overtime shall be payable at the rate of time and one half for those hours in excess of forty (40) hours per week or eight (8) hours per day.

13.05 Sharing of Overtime

Overtime and call back time at a particular school shall be divided as fairly as possible among the employees who are willing and qualified to perform the work that is available.

13.06 Minimum Call-Back Time

An employee who is called in and required to work outside his normal working hours shall be paid for a minimum of one hour at overtime rates.

13.07 An employee who is recalled after the completion of his normal work day shall be paid a minimum of two (2) hours at the overtime rate. It is agreed that this provision shall not apply to pre-scheduled overtime.

ARTICLE 14 - SHIFT WORK

14.01 Definition of Shifts

Evening shifts shall be defined as those shifts in which the major portion of hours worked occurs between 4:00 p.m. and 12:00 midnight. Night shifts shall be defined as those shifts in which the major portion of hours worked occurs between 12:00 midnight and 8:00 a.m. When no children are in a school during the day, or when there are no night activities, an employee may request to work the day shift.

ARTICLE 15 - HOLIDAYS

15.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Good Friday	Easter Monday or an alternate day as determined by the Board
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	Christmas Day
Boxing Day		

A half day before Christmas day and a half day before New Year's Day for employees who normally work during the Christmas Break or upon mutual agreement of the employee and the Employer, one full day any time during the Christmas break and any other day proclaimed as a public holiday by the Dominion or Provincial Government.

Employees shall not be entitled to pay for any of the above listed holidays falling within regularly scheduled layoffs as

defined in Article 11.03.

An employee shall not be entitled to a paid holiday during a layoff not regularly scheduled unless the employee has worked at least two (2) work days in the week in which the paid holiday occurs or is observed, week being defined as the period Monday to Friday inclusive.

15.02 Holidays Falling on W

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the previous Friday and/or the following Monday, as decided by the Employer, shall be deemed to be the holiday or holidays for the purpose of this Agreement.

15.03 Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required and duly authorized to work shall be paid double time for the hours worked, in addition to being paid for the holiday.

ARTICLE 16 - VACATIONS

16.01 Length of Vacation

Employees shall receive as of June 30th an annual vacation with pay in accordance with credited service as of their seniority date prior to the commencement of the vacation period as follows:

Less than one year	One working day for each completed month with a maximum of ten days
After one year	Two weeks
After three years	Three weeks
After ten years	Four weeks
After eighteen years	Five weeks

Employees scheduled to work less than a full year will take their vacation entitlement during the Christmas Holidays and/or Mid-Winter Break.

Casual employees shall receive vacation pay in lieu of a paid vacation according to the following schedule and calculated as of June 30th and based upon total earnings during the previous 12 month period

Less than one year	4%
After one year	4%
After three years	6%

16.02 Holidays During Vacation

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

16.03 Calculation of Vacation Pay

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

16.04 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

10 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Sick Leave Defined

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, quarantined by reason of exposure to contagious disease, or because of an accident for which compensation is payable under the Worker's Compensation Act.

17.02 Amount of Sick Leave

For employees whose normal work year is 12 months, sick leave shall be earned on the basis of 24 days per year, the unused portion of which may be accumulated to a maximum of 240 days. For employees whose normal work year is 10 months, sick leave shall be earned on the basis of 20 days per year, the unused portion of which may be accumulated to a maximum of 200 days. Employees working less than 40 hours per week shall earn sick days on an appropriate pro-rata basis. For example, a 10 month employee working five (5) hours per day shall earn twenty (20) five (5) hour days per year.

17.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) that the employee is absent for reasons defined in 17.01. Absence on account of illness for less than half a normal working day shall not be deducted, Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

17.04 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three working days, certifying that such employee is unable to carry out his duties due to illness.

17.05 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason and returns to work upon expiration of such leave of absence, he shall not receive sick leave credit for the period of such absence but shall retain his cumulative credit, if any, existing at the time of such leave. An employee who fails to return at the expiration of such leave of absence shall no longer be considered an employee of the Employer.

17.06 Sick Leave During Pregnancy

An employee on pregnancy leave shall not accumulate sick leave credits during the period of pregnancy leave.

17.07 Return from Sick Leave or Long Term Disability

Upon return from sick leave or long term disability, (paid or unpaid), the Employer shall endeavour to place the employee in a position which is similar to the one held prior to the illness provided that the absence from duty is not greater than twenty-four (24) months.

17.08 Supplementation of Compensation Award

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Worker's Compensation Board and his regular salary, such difference being chargeable to the employee's sick leave account to the extent of the

accumulation of sick leave *credits*.

17.09 Retirement Allowance

A retirement gratuity will be paid to a regular employee retiring because of age or poor health after fifteen (15) years' continuous service with this Board and former Bruce County Boards, such continuous service to be immediately prior to retirement. Retirement because of age means compulsory retirement at age 65 in accordance with the Board's existing retirement policy. Retirement because of poor health will require substantiation by medical doctor. The retirement gratuity will be based on the following formula and is subject to limitations on such gratuity as specified in Section 155 (1) of The Education Act 1974:

$\frac{a}{240} \times b\%$ of annual salary at date of retirement where "a" is the number of days of cumulative sick leave credits (not to exceed 240) at date of retirement and b% is a percent based on the following schedule:

Completed Years of Continuous Service with this Board or a Predecessor of this Board	Percent
15	30
16	32
17	34

and 2% additional per completed year to a maximum of 50%.

ARTICLE 18 - AVERAGE

18.01 For Union Business

- (a) Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- (b) Leave of absence for up to two (2) years without pay shall be granted to members of the Union to fill an elected position within CUPE or the Labour Movement. Seniority will continue to accrue within the bargaining unit.

18.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to one employee elected or appointed to represent the Union at Union conventions or seminars. Such time shall not exceed a total of ten (10) working days in any calendar year,

18.03 Bereavement Leave

- a) For all approved absence, no deductions will be made from sick leave. The following are approved paid leaves:
 - Funerals
 - a) Immediate family - up to three (3) days plus reasonable travel time
 - b) Close relative - up to one (1) day plus reasonable travel time
- b) An employee shall be granted up to one (1) day without pay for the funeral of a friend.

18.04 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed as a witness in any court. The Employer shall pay such an employee the difference between his normal

arnings and the payment he 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.

18.05 Personal Leave

- a) No deduction will be made from salary or sick leave for an employee who is subject to quarantine.
- b) Subject to the approval of the Board, an employee may be granted personal leave, without pay, to a maximum of two (2) days per year.
- (c) Notwithstanding (a) and (b) above, and subject to Article 22, an employee may request an unpaid leave of absence for personal reasons for up to one (1) year. During such leave an employee's seniority shall be maintained but shall not accrue. As well, during such leave the Employer may temporarily fill the position as the Board sees fit. The employee on leave may make arrangements to continue the benefits described in Article 20 at the employee's own expense.

18.06 Pregnancy Leave

Pregnancy Leave shall be in accordance with the Employment Standards Amendment Act (pregnancy & Parental Leave), 1990. (see Appendix A)

18.07 Parental Leave

Parental Leave shall be in accordance with the Employment Standards Amendment Act (Pregnancy & Parental Leave), 1990. (see Appendix A)

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days for Full-Time Employees, Part-Time Employees, and Regular Employees

The Employer shall pay salaries and wages every second Friday commencing January 13, 1978, except for over-time which shall be paid once monthly.

19.02 Pay Days for Casual Employees

The Employer shall pay salaries and wages every second Friday except for casual and overtime hours which shall be paid as soon as practicable after receipt of the time sheets.

19.03 Mileage Allowance

Employees required to use their own vehicles on behalf of the Employer's business when requested by the Employer shall be paid a mileage allowance in accordance with the Employer's Policy on payment of mileage to its employees, subject to a minimum payment of \$1.80 per Occasion.

19.04 Pay to Part-Time Employees for Temporary Substitution

When a part-time employee temporarily substitutes in, or performs the principal duties of an employee who receives a higher hourly rate, the part-time employee shall, after completing three (3) continuous days in such position, receive the higher hourly rate of pay for the position, based on employee's full-time equivalent service or experience, and such rate shall be retroactive to day one of the substitute performance and shall not include any allowances.

19.05 Direct Deposit

The Employer shall deposit directly into each employee's account all payments provided for in this Article.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 Pension

In addition to the Canada Pension Plan, every eligible full-time employee shall join the **Ontario** Municipal Employees' Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the Plan. Part-time employees eligible under the requirements of **OMERS** may request enrolment in the Plan.

20.02 Group Life Insurance

The Employer will pay 90% of the premium for one times the employee's annual wage, but not less than \$30,000 coverage for the following employees who wish to participate:

Full-time employees

20.03 Group Long Term Disability

The Employer will pay 90% of the premium for the following employees who wish to participate in the Plan in force from time to time:

Full-time employees

20.04 Extended Health Benefits Plan

The Employer will pay 90% of the premium for the following employees who wish to participate in the Plan in force from time to time, including eye glass coverage of \$175.00 every two years and for dependent children every year effective the first day of the month following the date of ratification of this agreement:

Full-time employees

Part-time employees working regularly more than 15 hours per week on a pro-rata basis

20.05 Dental Plan

The Employer agrees to pay 85% of the premium cost of Dental Plan Seven (7) or equivalent including Rider #1 for the following employees who wish to participate in the Plan: **Full-time employees**

Part-time employees working regularly more than 15 hours per week on a pro-rata basis

Effective the first day of the month following the date of ratification of this agreement, the 1989 O.D.A. Schedule of fees shall apply.

ARTICLE 21 - UNIFORMS

21.01 Clothing Allowance

The Employer will pay to each full-time employee, on or before April 30th of each year, a clothing allowance of \$120.00 plus a safety footwear allowance of \$75.00. A part-time employee who is scheduled not less than ten (10) hours per week shall receive fifty percent (50%) of the above allowance.

ARTICLE 22 - SELF FUNDED LEAVE PLAN

22.01 Description

The Self Funded Leave Plan has been developed to afford employees the opportunity of taking up to a one-year leave of absence and, through deferral of salary, finance the leave subject to the regulations under the Income Tax Act.

22.02 Qualifications

In order to be eligible to participate in the plan, an employee must have three years service with the Employer.

22.03 Application

- a) An employee must make written application to the Director of Education on or before March 31 requesting approval to participate in the plan.
- b) On or before April 30 the Director of Education or designate will reply in writing stating whether or not the application has been approved and providing an explanation if the application has been denied.
- c) The right to reject or approve individual requests to participate in the plan shall rest solely with the Employer. The major but not the sole criterion to be used in granting approval for participation in the plan will be years of service in Bruce County.

22.04 Salary Formula

- a) In each year of the Plan preceding the year of the leave, an employee will be paid 80% of his annual salary. The remaining 20% of annual salary shall be deferred and deposited to a separate trust account at the Chesley Ontario branch of the Canadian Imperial Bank of Commerce with an account heading "The Bruce County Board of Education In Trust for (name of employee)". The amount deposited to this account together with interest earned shall be retained for the employee to finance the year of leave. Consideration will be given to a request for a leave to be financed by deduction of a larger amount of salary over a shorter period of time. For example, deduct for three years to finance a leave in the fourth year or deduct for two years to finance a leave in the third year.
- b) At the commencement of the leave of absence, the amount deposited to the employee account plus accrued interest to that date shall be transferred to the general account of the Board of Education to pay the employee's salary, and no further interest shall be earned.
- c) On or before August 31, just prior to commencement of the leave, the participating employee shall select one of the following methods of salary payment for the leave of absence:
 - (i) A lump sum payment of the entire year's salary on or before September 20.
 - (ii) 40% of salary on or before September 20 and 60% of salary on or before January 20. If this option is selected the Employee may continue to direct the type of investment account to be used for the 60% amount retained to January 20. Payment on January 20 will include the total amount on deposit together with interest earned up to and including that date.
 - (iii) Payment as per method detailed in the collective agreement in force at the time.
- d) The type of investment account shall be selected by the employee who will inform the Bank and the Employer by August 15 of each year regarding the type of investment account into which the current amount and/or new deposits will be placed for the period September 1 to August 31. Notwithstanding the above, with the approval of the Chesley Ontario Canadian Imperial Bank of Commerce, the employee may direct, during the period September 1 to August 31, a change in the type of investment account previously selected.

22.05 Staff Benefits

- a) While an employee is enrolled in the Plan and not on leave, and subject to the approval of the carrier, any salary related staff benefits shall be maintained at the same level as if the employee was receiving 100% of his salary. While on leave staff benefits shall continue in force, subject to the approval of the carrier. Salary related benefits shall be maintained according to the salary the employee would have received in the year prior to taking the leave had he not been enrolled in the Plan, and subject to the approval of the carrier.



- b) While on leave, the **total** premium cost for all staff benefits shall be paid by the employee.

22.06 General Conditions

- a) Upon **return** from leave the employees shall be entitled to sick leave credits accumulated **prior** to commencement of the leave but no **sick leave** credits may be earned during the leave.
- b) Employees **on** permanent layoff must withdraw **from the** Plan.
- c) **An** employee may withdraw **from** the Plan any **time** prior to March 1 of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Employer.
- d) In the event of withdrawal, the employee shall be paid a lump **sum** adjustment for any monies **deferred** to the date of withdrawal plus **accrued** interest. Repayment shall be made within **sixty (60)** days of the **date** of withdrawal. **The** lump **sum** adjustment may be paid to the employee in some other manner and on some other **date** or **dates** as mutually **agreed** between **the** employee and **the** Employer.
- e) In the event that a **suitable** replacement cannot be hired **for an** employee who has been **granted** a leave, **the** Employer may defer the time of the leave. In **this instance**, an employee may choose to **remain in** the Plan or **withdraw from** the Plan.
- f) Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of **death** will be paid to the employee's estate.
- g) All employees wishing to participate in the Plan shall be required to sign a contract **supplied** by the Employer before **final approval** for participation will be **granted**.
- h) **The** Employer will co-operate in making such pension deductions **as** are requested by the employee and approved by OMER.S.
- i) Every employee participating in the Self **Funded** Leave Plan shall receive a semi-annual review statement copy of his S.F.L.P. **trust account** by January 1 and June 30 of each **year** indicating the following:
 - (i) current contribution;
 - (ii) current **interest** earned;
 - (iii) **total** contributions to **date**;
 - (iv) **total** interest to **date**.

ARTICLE 23 - COPIES OF AGREEMENT

23.01 Copies of Agreement

The Union and the Employer desire every employee to be **familiar** with the provisions of **this** Agreement and his rights and duties under it. For this reason the Employer **will** mimeograph one copy for each employee covered by **this** Agreement.

ARTICLE 24 - TERM OF AGREEMENT

24.01 Effective Date

This Agreement shall be **binding** and remain in effect from January 1, 1996, to December 31, 1997, and shall continue from year to year thereafter **unless** either party gives to the other party notice in **writing** at least three (3) months prior to the 31st of December in any year that it **desires** its termination or amendment.

24 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, or such longer period as may be mutually agreed, the other party is required to enter into negotiations for a renewal or revision of the Agreement.

ARTICLE 25 - WAGES AND CLASSIFICATIONS

<u>Classification</u>	<u>Yrs. Exp.</u>	<u>Hourly Rate</u>
<u>Custodian</u>		
Full-time	0	13.28
Custodian	1	13.86
	2	14.54
Part-time	0	13.28
custodian	1	13.86
	2	14.54
<u>Maintenance</u>		
Labourer	0	11.79
	1	12.45
Truck Driver, Bus Driver,	0	13.28
Handyman, Semi-Sk. Painter,	1	13.86
Semi-Sk. Tradesman	2	14.54
Skilled Painter,	0	14.54
Skilled Tradesman	1	15.02
	2	15.40
Certified Tradesman	0	15.65
	1	16.15
	2	16.63

Head Custodian (Full-time)

A Head Custodian (Full-time) means a full-time custodian who supervises one or more employees.

Head Custodian - Responsibility Allowance

The Head Custodian will receive an annual responsibility allowance of \$320.00 for supervision of each regularly scheduled full-time employee and \$160.00 for supervision of each regularly scheduled part-time employee.

Lead Hand

The Lead Hand will receive \$ 0.30 per hour for supervision of two or more full-time equivalent custodial staff on shift when Head Custodian is not on duty.

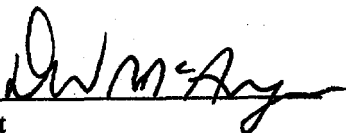
In the event the Employer gives notice that an employee's hours of work are reduced, and where such reduction of hours is accompanied by a reduction in hourly rate of pay in accordance with the hourly rate schedule in the Collective Agreement then

in effect, the Employer shall freeze the hourly rate payable to said employee at the same rate which the employee would have received if his/her hours had not been reduced, until such time as the hourly rate payable for the new hours exceeds the frozen hourly rate, and subject to the nature of the work being unchanged.

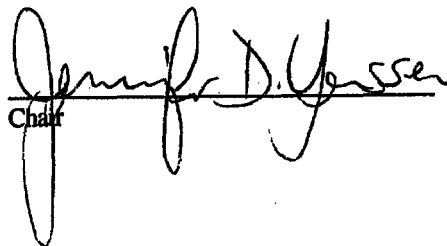
Casual Employees shall be paid at the zero (0) years experience rate for the position being filled.

Signed on behalf of the
Canadian Union of Public Employees
Local #1330

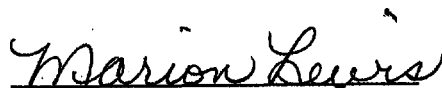
Signed on behalf of
The Bruce County Board of Education



President



Chair



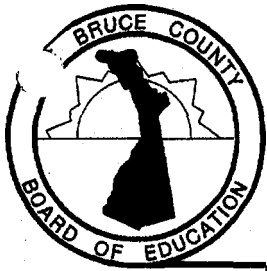
Secretary



Director of Education and Secretary



CUPE Representative



The Bruce County Board of Education

Box 190, 351 - 1st Ave. N.

CHESLEY, Ontario N0G 1L0

Telephone: (519)363-2014

Fax No.: (519)363-3448

MEMORANDUM OF SETTLEMENT

BETWEEN:

THE BRUCE COUNTY BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
ANT ITS LOCAL 1330 (CUSTODIAL UNIT)

The parties do hereby agree to extend the Collective Agreement for a two (2) year term effective January 1st, 1996 to December 31st, 1997 subject to the following cost savings measures review:

1. Employee Incentive Plan dated April 12, 1996. Application deadline is May 25, 1996 and includes the following eight opportunities:
 - An enriched Early Retirement Incentive Plan for those With at least an 85 factor.
 - An enhanced job sharing plan.
 - An enriched leave of absence plan.
 - An invitation for any staff member to propose an individual incentive program.
 - A flexible and enriched 4/5 Leave Plan.
 - Consideration of staff requests to retire with a deferred or commuted pension.
 - Consideration of a retirement gratuity for those staff who have 15 years of service in Bruce County whether or not the service is "continuous".
 - A voluntary contribution of up to three unpaid leave days, the dates to be designated by mutual agreement.
2. Review Services presently contracted out.
3. Cut out school checks.
4. Additional voluntary unpaid leave days,

The parties further agree to use the measures outlined above in order to meet the 1996 target of \$150 000. and 1997 target of \$350 000. subject to change once the 1997 Bruce County Board Budget has been established. It is understood by the parties that these target figures shall not be exceeded, Natural attrition will be used to reach the target amounts for 1996 and 1997.

DATED THIS 30th DAY OF April

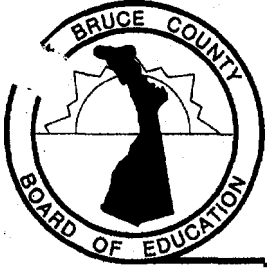
1996 in Chesley, Ontario.

FOR THE EMPLOYER:

FOR THE UNION:

Paul A. Hyatt
Faye Bell Incline

Dwight A. ...
Larry J. Lued
James Keenan
Mary Trillford
Marion Leurs
W. P. ...



The Bruce County Board of Education

Box 190, 351 - 1st Ave. N.
CHESLEY, Ontario NOG 1L0

Telephone: (519) 363-2014

Fax No.: (519) 363-3448

LETTER OF UNDERSTANDING

between

The Bruce County Board of Education AND the Canadian Union of Public Employees and its Local 1330 (Custodial Bargaining Unit)

The Parties agree that during the term of this Collective Agreement, employees who work overtime shall take such time in lieu of the applicable overtime rate. Leave requests shall be taken at a mutually agreeable time. Such requests are not normally to exceed two (2) days duration. This may be extended by mutual agreement.

FOR THE UNION

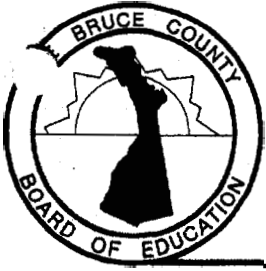
[Handwritten signatures for the Union: John M. ...]
[Handwritten signature: Larry J. ...]
[Handwritten signature: James Keenan]
[Handwritten signature: Mary Tuelford]
[Handwritten signature: Marion Lewis]
[Handwritten signature: Wayne ...]

April 30, 1996

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FOR THE EMPLOYER

[Handwritten signature: Paul A. ...]
[Handwritten signature: Faye Bell ...]



The Bruce County Board of Education

Box 190, 351 - 1st Ave. N.
CHESLEY, Ontario NOG 1L0

Telephone: (519) 363-2014

Fax No.: (519) 363-3448

LETTER OF UNDERSTANDING

between

The Bruce County Board of Education AND the Canadian Union of Public Employees and its Local 1330 (Custodial Bargaining Unit)

If the employer is not able to attain the 1996 or 1997 target, the parties shall meet to seek ways of addressing any shortfall.

FOR THE EMPLOYER:

Paul A. Martel
Faye Bell McClure

FOR THE UNION

John A. ...
Larry ...
James Keenan
Mary Tuelford
Marion Lewis
W...

April 30, 1996

3:09 PM

- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day.
- 38a. (1) An employee who has been employed by his or her employer for a least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
- (a) the birth of the child, or
 - (b) the coming of the child into the custody, care and control of a parent for the first time.
- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.
- 38b. (1) Subsection 38a (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected
- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.
- (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.
- 38c. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.
- 38d. (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.
- (2) An employee who has given notice to end leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.
- 38e. (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
- (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.
- (3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.
- (4) Seniority continues to accrue during pregnancy leave or parental leave.

- 38f. (1) The employer of **an** employee who **has** taken pregnancy leave or parental leave shall reinstate the employee when the leave ends **to** the position the employee most recently held with the employer, if it **still** exists, or **to a** comparable position, if it **does** not.
- (2) If the employer's **operations** were suspended or discontinued while the employee **was on** leave **and** have not resumed when the leave ends, the employer shall reinstate the employee. when the **operations** resume. in accordance **with** the employer's seniority **system** or practice, if **any**.
- (3) The employer shall pay a reinstated employee wages that **are at** least equal **to** the greater of,
- (4) the wages the employee was **most** recently paid by the employer; or
- (b) the wages that the employee would **be earning had** the employee worked throughout the leave.
- 38g. **An** employer shall not intimidate, discipline, suspend, **lay off**, dismiss or **impose** a penalty on **an** employee **because the** employee **is** or **will become** eligible to **take, intends to take or takes** pregnancy leave or **parental** leave.
- 38h. (1) **This section** applies **to a person** who stopped work on or after the **18th** day of **November, 1990** but **before the day this section** comes into force and who would **have been entitled to** pregnancy leave if **section 2** of the Employment Standards Amendment Act (Pregnancy and **Parental** Leave), 1990 had come into force **before she stopped work**
- (2) **A person to** whom this section applies shall **be** deemed to have taken a pregnancy leave beginning when the **person stopped work if,**
- (a) the stopping of **work** was related **to the** person's pregnancy: and
- (b) **when the person stopped work, she was** not entitled **to** pregnancy leave.
- 38i. (1) **This section** applies to a person who stopped work on or after the **18th** day of November, 1990 but **before the day this section comes** into force, whether or not the person took a pregnancy leave that ended during **that period**, or **whose** pregnancy leave ended during that **period** and who did not return to work **if the person would have been entitled to** parental leave had **section 2** of the **Employment Standards Amendment Act** (Pregnancy and Parental Leave), 1990 come into force **before the person stopped work or before the** pregnancy leave ended.
- (2) **A person to whom this section** applies **shall be** deemed **to** have taken a parental leave **beginning** when **the person stopped** work or when the person's pregnancy leave ended if the stopping of **work** or the not returning **to work was related to** the birth of a child or to the coming of a child into the **custody, care and control of a parent for the first** time.
- 38j. Section 38e **does not** apply in **respect of any period before** this section comes into **force**.