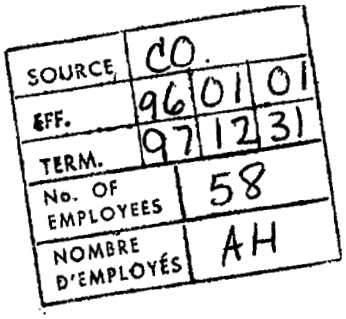

COLLECTIVE AGREEMENT

BETWEEN..

THE DUFFERIN *COUNTY* BOARD OF EDUCATION

AND'

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1197

JANUARY 1, 1995 TO DECEMBER 31, 1997

SEP 24 1996

09876(03)

INDEX

		PAGE
ARTICLE I	GENERAL PURPOSE	1
ARTICLE II	RESERVATION OF MANAGEMENT FUNCTIONS	1,2
ARTICLE III	RECOGNITION	2
ARTICLE IV	RELATIONSHIP	2,3
ARTICLE V	NO STRIKE OR LOCKOUTS	3
ARTICLE VI	UNION GRIEVANCE COMMITTEE AND STEWARDS	3,4
ARTICLE VII	GRIEVANCE PROCEDURE	4,5
ARTICLE VIII	ARBITRATION	6
ARTICLE IX	DISCHARGE CASES	7
ARTICLE X	MANAGEMENT GRIEVANCES	7
ARTICLE XI	PROBATIONARY EMPLOYEES	7,8
ARTICLE XII	SENIORITY	8-10
ARTICLE XIII	HOURS OF WORK, OVERTIME & SHIFT PREMIUM	10
ARTICLE XIV	HOLIDAYS	11
ARTICLE XV	VACATIONS	12
ARTICLE XVI	SICK LEAVE	13
ARTICLE XVII	LEAVE OF ABSENCE	14-16
ARTICLE XVIII	WAGES	16
ARTICLE XIX	BENEFIT PLANS	16,17
ARTICLE XX	UNIFORMS AND SAFETY FOOTWEAR	17
ARTICLE XXI	CHECK-OFF	18
ARTICLE XXII	GENERAL	18
ARTICLE XXIII	DURATION AND TERMINATION	19
SCHEDULE "A"	HOURS OF WORK, OVERTIME & SHIFT PROVISIONS	20
SCHEDULE "B"	RATE SCHEDULES	21

COLLECTIVE AGREEMENT

BETWEEN

THE DUFFERIN COUNTY BOARD OF EDUCATION
(hereinafter called the "Employer")

OF THE FIRST PART,

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1197,
(hereinafter called the "Union"),

OF THE SECOND PART.

ARTICLE I — GENERAL PURPOSE

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

ARTICLE II — RESERVATION OF MANAGEMENT FUNCTIONS

2.01 The Union acknowledges it is the exclusive function of the Employer to:

(a) Maintain order, discipline and efficiency;

(b) Hire, classify, transfer, promote, demote and lay-off employees and also to suspend, discipline, or discharge employees 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.

ARTICLE II **RESERVATION OF MANAGEMENT FUNCTIONS** (Cont

2.02 The .Union further recognizes the right of the Employer to operate and manage its schools in all respects in accordance with its commitments and its obligations and responsibilities. The right to sub-contract 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 Dufferin, Ontario, are solely and exclusively the responsibility of the Employer.

The Employer also has the right to make and alter from time to time rules and regulations to be observed by the employe&, but before altering any such rules the Employer will discuss same with the Union Grievance Committee and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

2.03 The Employer agrees that the above functions and rights shall not be exercised in a manner contrary to the terms of this Agreement.

ARTICLE III **RECOGNITION**

3.01 The Employer recognizes the UNION ai the sole and exclusive Collective Bargaining Agent for all its regularly hourly rated employees engaged in maintenance services and plant operations, including persons employed for not more than twenty-four (24) hours per week, and students employed during the school year, save and except supervisors, persons above the rank of supervisor, office staff, salaried staff and persons covered by subsisting agreements with the Employer.

3.02 The Employer agrees that it will not regularly assign the work normally performed by members of the bargaining unit to supervisory, managerial personnel or outside contractors for the purpose of reducing the number of employees in the bargaining unit as of January 1, 1986.

3.03 The Employer agrees that the staffing of any future educational facilities on newly acquired sites, other than replacement facilities, within the County of Dufferin will be covered by the terms and conditions of this Collective Agreement.

ARTICLE IV **RELATIONSHIP**

4.01 The parties hereto agree that any employee of the Employer covered by this Agreement may become a member of the Union if he wishes to do so, and may refrain from becoming a member of the Union if he so desires.

ARTICLE IV **RELATIONSHIP (Cont'd)**

4.02 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union.

4.03 The Union agrees it will not discriminate against, coerce or restrain any employee because of his membership or non-membership, his activity or his lack of activity in the Union, and recognizes that membership in the Union is a voluntary act on the part of the employee concerned,

4.04 The Union 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 appropriate Superintendent first being obtained.

ARTICLE V **NO STRIKE OR LOCKOUTS**

5.01 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 term 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.

5.02 The Union further agrees that it will not involve any employee of the Employer, or the Employer itself, in any dispute which may arise between any other employer and the employees of such other employer.

5.03 The Union further agrees that it will not involve, during the course of their employment duties, any employee bound by this Agreement or the Employer itself, in any dispute which may arise between the Employer and other employees of the Employer.

ARTICLE VI **UNION GRIEVANCE COMMITTEE AND S**

6.01 The Employer will recognize a Grievance Committee which shall consist of three (3) Stewards selected by the Union, one of whom may be the Chief Steward. The Employer shall be notified of any changes from time to time. All members of the Grievance Committee shall be regular employees of the Employer who have acquired at least one (1) year's seniority.

Each Steward shall be a regular employee of the Employer who has acquired at least one (1) year's seniority.

6.02 The Union undertakes to secure from its officers, stewards and members, their cooperation with the Employer and with all persons representing the Employer in any supervisory capacity.

ARTICLE VI **UNION GRIEVANCE COMMITTEE AND STEWARDS (Cont'd)**

6.03 The Grievance Committee shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when meeting with Management.

6.04 The privileges of Steward to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:

(a) Such business must be between the Union and the Management.

(b) The time shall be devoted to the prompt handling of necessary Union business.

(c) The Steward concerned shall obtain the permission of his immediate supervisor concerned before leaving his work. Such permission shall not be unreasonably withheld.

(d) The time away from productive work shall be reported to his immediate supervisor.

(e) The Employer reserves the right to limit such time if it dams the time so taken to be excessive.

ARTICLE VII **GRIEVANCE PROCEDURE**

7.01 (a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

(b) The definition of 'days' in this *Article* and Articles 8 and 9 *shall* mean "working days' and exclude Saturdays, Sundays and holidays defined in *Article* 14.

(c) The written grievance shall contain the alleged violation(s) of the Collective Agreement and the settlement requested.

7.02 No grievance *shall* be considered:

(a) Where the circumstances giving rise to it occurred or originated more than five (5) days before the filing of the *grievance,* except in the case of a grievance involving computation of pay, in which case the grievance may be filed within five (5) days after receipt of pay;

ARTICLE VII **GRIEVANCE PROCEDURES (Cont'd)**

7.02 (b) Which does not concern the interpretation or alleged violation or application of this Agreement.

It is understood that an employee has no grievance until the matter has been referred verbally to his supervisor, who is not a member of the Bargaining Unit, and an opportunity given to adjust *the* complaint. The employee alone or if requested, the employee and his steward of choice, shall first try to resolve the complaint or grievance verbally with his immediate supervisor within the five (5) day period in 7.02 (a). Should the employee and the immediate supervisor, who is not a member of the Bargaining Unit, be unable to resolve the complaint or grievance, then the following procedure shall apply.

7.03 A grievance of an employee properly arising under *this* Agreement shall be adjusted and settled as follows:

Step No. 1:

The grievance shall be reduced to writing, *signed* by the aggrieved employee and/or the Union and shall be presented to the Superintendent of Business. The Superintendent of Business may convene a meeting to consider the grievance within five (5) days of the receipt of the grievance. The Superintendent of Business shall render a decision in writing within five (5) days of the meeting, or should a meeting not be convened, within five (5) days of receipt of the written grievance. Failing satisfactory settlement in Step 1, then the next step in the grievance procedure may be taken.

Step No. 2:

Within five (5) days of the reply in Step 1, the aggrieved employee may submit his *grievance* in writing to the Director of Education. The Union Grievance Committee as constituted under Article 6.01 hereof, as well as the National Representative from C.U.P.E., shall be present at this stage. The Director of Education may convene a meeting to review the matter within ten (10) days or such longer time as mutually agreed. Within five (5) days of the meeting, or receipt of the grievance, the Director of Education shall render a decision in writing.

7.04 If a final settlement of *the grievance* under 7.03 hereof is not arrived at within the time limits as set out or any mutually agreed upon *extension,* and if the grievance is one which concerns the interpretation or *alleged* violation or application of the Agreement, the *grievance* may be referred by either party to this Collective Agreement to a Board of Arbitration as provided in Article 8.00 at any time within fifteen (15) days thereafter, but not later.

ARTICLE VIII ARBITRATION

8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation or application of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 7.00, and which has not been settled, will be referred to a single Arbitrator at the request in writing of either of the parties hereto, provided that either party may require that the grievance be dealt with by a Board of Arbitration rather than a single Arbitrator.

8.02 The Board of Arbitration will be composed of one person appointed by the Employer; one person appointed by the Union, and a third person to act as Chairperson chosen by the other two (2) members of the Board.

8.03 Within three (3) days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

8.04 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person, or if the parties fail to agree on a single Arbitrator, within fifteen (15) days of the notification mentioned in 8.03 above, the Minister of Labour for the Province of Ontario will be asked to appoint a person to act as Chairperson, or a single Arbitrator, as the case may be.

8.05 The decision of a single Arbitrator or a Board of Arbitration constituted in the above manner shall be final and binding on both parties. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs.

8.06 A single Arbitrator of a Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. However, a single Arbitrator or a Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

8.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and of its own witnesses; and the parties will jointly bear the expenses, if any, of the Chairperson or the single Arbitrator.

8.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

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

ARTICLE IX

9.01 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

9.02 All such cases shall be taken up within three (3) days and disposed of Within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Education within three (3) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure prior to Step No. 2 may be omitted in such cases.

9.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

ARTICLE X MANAGEMENT GRIEVANCES

10.01 It is understood that the Employer may, subject to the provisions of Article 7.02, bring forward at any meeting held with the Union Grievance Committee any complaint with respect to the conduct of the Union, its officers or stewards, or any complaint that a contractual obligation undertaken by the Union has been violated, and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance commencing at Step No. 2, and may be referred to arbitration.

ARTICLE XI PROBATIONARY EMPLOYEES

11.01 New employees shall serve as probationary employees until they have successfully completed a total of three (3) months of service. However, extension of the probationary period may be made by mutual agreement between the Board and the Local Union. The probationary period shall be extended by a number of working days equal to any periods of absence.

11.02 During the probationary period the employee shall have the right to request an Interim Evaluation Report from the immediate supervisor, who is not a member of the Bargaining Unit, after the completion of six (6) weeks from date of hire. If employees are retained and have completed their probationary period, their names shall be placed on the appropriate seniority list and their seniority shall date back to the last date of hire.

ARTICLE XI **PROBATIONARY EMPLOYEES (Cont'd)**

11.03 Both parties recognize that the purpose of probation is for the Employer to properly ascertain that the employee in question is in fact capable of performing the duties and is suitable for the position for which the employee was hired. Notwithstanding any other provision of this Agreement, the release of an employee who has not successfully completed the probationary period shall be at the sole and exclusive discretion of the Employer and subject to the following shall not be grieved.

To that end, the Employer may discharge a probationary employee at its sole and exclusive discretion, provided that such discretion may not be exercised on grounds that are arbitrary, discriminatory, or in bad faith.

11.04 The foregoing does not in any way prevent a probationary employee from lodging a grievance for any other reason than his release, as defined by the terms of this Agreement.

ARTICLE XII **SENIORITY**

12.01 Seniority is defined as the length of continuous service, since the last date of hire, in the employ of the Employer and the immediately prior Employer who was within the Dufferin County Public School System. The Employer shall maintain a seniority list for fill-time employees and a separate seniority list for part-time employees. Seniority shall only apply as between employees on each list. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union Secretary and posted on all bulletin boards on the 1st day of April and the 1st day of October each year.

12.02 In all cases of lay-offs (including a permanent reduction in hours of a full-time employee), recalls, promotions (other than appointments to positions outside the scope of the bargaining unit), demotions and transfer to higher-paid jobs, the following factors shall be considered:

(a) Skill, qualifications, training, competence, efficiency, and ability.

(b) Seniority. Where the factors in (a) are relatively equal, factor (b) shall govern.

(c) In case of a lay-off, seniority will be considered in reverse order where factors in 12.02 (a) are relatively equal.

12.03 The Employer agrees, where part-time employees are transferred directly into the full-time bargaining unit, the employees shall bring with them into the bargaining unit all seniority on a prorata basis in accordance with time worked to full-time employment.

ARTICLE XII **SENIORITY (Cont'd)**

12.04 (a) In the event the Board deems it necessary to reduce its work force through the elimination of existing positions, or through a reduction in hours of work, the affected employee(s), provided they have the required skill, qualifications, training, competence, efficiency, and ability as described in Article 12.02 (a), and the necessary seniority as described in Article 12.02 (b), shall be entitled to move as follows.

(b) Employees shall not be able to transfer into a higher classification.

(c) Employees shall be able to transfer into a position at the same classification level, or into a lower classification level by displacing the employee with the least amount of seniority provided they have the requirements as described in Article 12.02 and the necessary seniority.

If an employee does not have the requirements as described in *Article* 12.02 and the necessary seniority, or refuses such a transfer, that employee will be laid-off.

12.05 Seniority status, once acquired, will be lost and an employee will be terminated from employment with the Board for the following reasons:

(a) Voluntary resignation;

(b) Discharge for just cause and not reinstated through the grievance procedure;

(c) A laid-off employee shall maintain his seniority rights;

(i) For a period equal to his actual term of employment up to a maximum of one (1) year from date of lay-off if he has five (5) years or less of continuous service;

(ii) for a period of eighteen (18) months if he has more than five (5) years of continuous *service.*

(d) Failure to *signify* intention to return *to* work within three (3) days of the receipt of the notice of recall, which *shall* be in writing addressed to the last known address according to the records of the Employer, and failure in fact to return *to* work within a further five (5) days. *An* employee who so fails shall forfeit his *claim* to re-employment;

(e) Is absent without leave for any reason for a continuous period in excess of six (6) months;

(f) Is absent from work for a period of three (3) days without leave unless there was reasonable and substantial justification for such absence.

ARTICLE XII SENIORITY (Cont'd)

12.06 (a) When a position within the scope of this Agreement becomes vacant and the Employer intends to fill the vacancy, or a new position within the scope of this Agreement is created, the Employer will post on the notice boards used for such purposes notice of such vacancy. The notice will contain the nature of the position, location, remuneration and required qualifications. An employee who has successfully completed the probationary period who wishes to be considered for the position so posted shall submit a written application to the Board within and not after five (5) working days from the date on which the notice of the vacancy was first posted. Each application shall set forth the applicant's qualifications, training and related experience in the work in question.

(b) In filling any vacancy under this Article the provisions of Article 12.02 hereto shall apply. It is understood that any vacancies shall require posting. Notice of all vacancies will be sent to the Secretary of the Local Union in writing. It is further understood that a part-time employee shall be given preference in the filling of a full-time vacancy and a MI-time employee shall be given preference in filling a part-time vacancy before the Employer hires a new employee to fill the vacancy.

(c) An employee promoted or transferred to fill a vacancy in a higher rated job classification shall be on a trial basis in such classification for three (3) months. Extension of the trial period up to a total of six (6) months may be made by the agreement of the parties. The trial period shall be extended by a number of days equal to any periods of absence. At any time during the trial period the Employer may direct the employee to return to the employee's former classification with no loss of seniority. At the end of the successful trial period, the promotion or transfer shall be considered permanent.

12.07 Each employee who applied in writing for a job promotion and/or a transfer shall be informed in writing if the employee was successful or unsuccessful in the application.

ARTICLE XIII HOURS OF WORK, OVERTIME AND SHIFT PROVISIONS

13.01 Schedule "A" hereto, headed "Hours of Work, Overtime and Shift Provisions" is hereby made a part of this Agreement.

ARTICLE XIV HOLIDAYS

14.01 Where any of the following holidays:

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

effective January 1st, 1988; one (1) full day before New Year's Day;

falls on what would otherwise be a regular working day, or where any of the said holidays fall on a Saturday or a Sunday and the day celebrated as a holiday in lieu thereof falls on what would otherwise be a regular working day, all employees who have acquired seniority shall receive such holidays with pay based on such employee's regular hourly rate of wages multiplied by the number of hours they would normally have worked on such days, subject to the following conditions:

(a) To be eligible for holiday pay an employee must work his full work day immediately preceding such holiday and his full work day immediately following such holiday, unless absent through proven illness or with the permission of the appropriate Superintendent.

(b) The employee must perform work for the Employer during the week in which the holiday falls (this does not affect eligibility for sick leave).

(c) An employee who is eligible for a holiday in accordance with the above conditions and who performs work for the Employer on any of the said holidays shall be paid the overtime rate and shall receive his holiday pay.

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

14.03 It is agreed that Remembrance Day and/or Heritage Day shall be a holiday under the provisions of 14.01 hereof when such a holiday falls on a school day and is celebrated as a school holiday throughout the County. It is further agreed that when the day before Christmas day falls on a working day and is celebrated as a school holiday throughout the County, effective January 1st, 1988, one (1) full day of such a day shall be a holiday under the provisions of 14.01 hereof.

ARTICLE XV VACATIONS

15.01 Continuous service as referred to herein shall include employment within the Dufferin County Public School System immediately prior to employment with the Employer.

15.02 Employees who have completed less than three (3) years of continuous service shall receive a vacation period equal to five-sixths (5/6) of a working day for each completed month of continuous service. Vacation pay shall be at the rate of pay held immediately prior to the taking of vacation.

15.03 Employees who have completed more than three (3) years and less than ten (10) years of continuous service shall receive a vacation period equal to one and one-quarter (1 & 1/4) of a working day for each completed month of continuous service effective in the month following the month in which they completed three (3) years of continuous service. Vacation pay shall be at the rate of pay held immediately prior to the taking of vacation.

15.04 Employees who have completed more than ten (10) years and less than eighteen (18) years of continuous service shall receive a vacation period equal to one and two-thirds (1 & 2/3) of a working day for each completed month of continuous service effective in the month following the month in which they completed ten (10) years of continuous service. Vacation pay shall be at the rate of pay held immediately prior to the taking of Vacation.

15.05 Employees who have completed more than eighteen (18) years of continuous service shall receive a vacation period equal to two and one-twelfth (2 & 1/12) of a working day for each completed month of continuous service effective in the month following the month in which they completed eighteen (18) years of continuous service. Vacation pay shall be at the rate of pay held immediately prior to the taking of vacation.

15.06 Vacations shall be taken any time within a twelve (12) month period from which the vacation has been earned. No vacation request shall be unreasonably denied by the Employer provided that an adequate and skilled work force is maintained by the Employer at all times.

15.07 For the purpose of computing vacation entitlements, the length of continuous service shall be calculated as of the employee's anniversary date.

15.08 Vacation pay shall be calculated on the basis of the standard work week and day as outlined in Schedule "A", Item 1. Percentage vacation pay that is to be paid on all earnings other than regular pay will be paid during the pay period in which it is earned. It is understood that the following percentages shall apply for this calculation:

Clause	Percentage
15.02	4%
15.03	6%
15.04	8%

ARTICLE XVI SICK LEAVE

16.01 Sick Leave will be allowed for sickness for permanent employees after three (3) months' service on the basis of two (2) days per month to a total of eighteen (18) days' sick leave after one year's service; it being understood and agreed that no sick leave will be allowed during the employee's first three (3) months of service.

16.02 The unused portion of sick leave in any year of service will be accumulative up to a maximum of two hundred and twenty (220) days.

16.03 Employees may be reasonably required to produce proof of sickness for any absence, in the form of a medical certificate; and in all cases of sickness of more than five (5) working days a medical certificate is compulsory before returning to work.

16.04 Absence for sickness or accident compensable by the Workers' Compensation Board will not be charged against sick leave credits.

16.05 In order to qualify for sick leave, an employee must notify his immediate supervisor, or if not available any general supervisor, as soon as possible and at least one hour prior to the beginning of the employee's shift.

16.06 For any employee hired on or after January 1, 1982, there will be no pay-out of sick leave credits.

For all employees in the employ of the Employer before January 1, 1982, having more than ten (10) years of continuous service and who are in receipt of an OMERS pension as a result of service with this Employer at the time of retirement, there shall be paid to the employee or his estate, an amount equal to fifty percent (50%) of the value of credits in his accumulated sick leave.

For all employees in the employ of the Employer before January 1, 1982, having more than five (5) but less than ten (10) years of continuous service, and who are in receipt of an OMERS pension as a result of service with this Employer at the time of retirement, payment to the employee or his estate of the value of credits in his/her accumulated sick leave shall be on a prorata basis; e.g. for six (6) years service credit = six tenths (6/10) of fifty percent (50%) of accumulated sick leave.

Such payment shall be made within thirty (30) days after such retirement.

ARTICLE XVII LEAVE OF ABSENCE

17.01 The Employer may grant leave of absence in writing to employees for a period without pay and without loss of seniority. If the Employer grants leave of absence in excess of thirty (30) days, the employee shall not accumulate seniority beyond thirty (30) days. Any request for leave of absence shall be in writing.

17.02 An employee who takes other employment during a leave of absence shall be deemed to have terminated his employment and such a person, if rehired, shall start at the lowest rate for the classification of the work available.

17.03 **Bereavement Leave:**

When a death occurs in the immediate family of a permanent employee, he shall be granted not more than three (3) working days' leave of absence from his employment without loss of pay. Said leave of absence shall commence with the day of the death and end with the date of burial, providing said employee uses said time for the purpose of arranging for and attending the funeral of the deceased relative. Immediate family is defined as mother, father, brother, sister, wife, husband, common-law spouse, son, daughter, mother-in-law, and father-in-law of the employee; provided that one day on the same basis shall be granted to an employee if his grandmother or grandfather shall die. When a part-time employee qualifies under the provisions of this article, the employee shall be paid only for the number of hours the employee would have normally worked.

17.04 **Jury Leave:**

Any employee who is required to serve on a jury shall be paid the difference between the amount paid for such service and his normal pay computed at his normal hourly rate for hours lost from work up to forty (40) hours in a week, subject to the following provisions:

(a) Employees must notify their immediate supervisor within one (1) working day after receipt of notice of selection for Jury Duty.

(b) Any employee called for Jury Duty and who is temporarily excused from attendance in Court must report for work if a reasonable period of time remains to be worked in his shift.

(c) Employees selected for Jury Duty, who are on other than the day shift, shall be assigned to the day shift for those days they are required to serve as jurors.

ARTICLE XVII **LEAVE OF ABSENCE**

17.04 **Jury Leave: (Cont'd)**

In order to be eligible for such payments, the employee must furnish a written statement from the proper public official showing the day and time served and the amount of pay received.

17.05 **Union Leave:**

The Employer will grant leave of absence without pay to not more than three (3) employees to attend Union conventions and conferences for a period or periods not exceeding in the aggregate ten (10) days for any one employee in any one calendar year, provided that this shall not interfere with the efficient, operation of the school. In the event of death of a member of the bargaining unit, the Union president or designee shall be permitted up to one (1) day off without pay to attend the funeral services.

17.06 **Pregnancy & Parental Leave:**

(a) The minimum unpaid leave of absence for pregnancy and parental leave shall be in accordance with regulations of the Employment Standards Act.

(b) The Employer shall grant an unpaid pregnancy leave to an eligible employee for up to seventeen (17) weeks.

(c) The Employer shall grant unpaid parental leave to an eligible employee for up to eighteen (18) weeks.

(d) Parental leave includes the coming of the child into the custody, care and control of a parent for the first time.

(e) During an employee's minimum pregnancy leave or parental leave as specified in (b) and (c) above, the Employer shall continue to make the Employer's contributions for any benefit plans unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.

For leaves beyond the minimum period, it is the responsibility of the employee to arrange at his/her own cost, payment of premiums for the period of leave in excess of the minimum leave.

(f) Seniority continues to accrue during the minimum pregnancy leave or parental leave.

(g) Leave of absence for pregnancy or parental leave shall not entitle an employee to sick leave benefits.

ARTICLE XVII **LEAVE OF ABSENCE** (Cont'd)

17.07 **Emergency Leave**

The employer will grant an unpaid leave of absence up to one (1) day per calendar year for emergency sickness or accident in the employee's immediate family.

ARTICLE XVIII WAGES

18.01 During the term of this Agreement the Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "B" attached hereto, which is hereby made a part of this Agreement.

18.02 The Employer agrees that wages shall be paid every second week.

ARTICLE XIX **BENEFIT PLANS**

19.01 The employer shall provide for all employees covered by this agreement the following:

a) Effective January 1, 1978 it shall be compulsory for-all full-time regularly employed employees covered by this Collective Agreement to participate in the Ontario Municipal Employees Retirement System (OMERS).

b) Subject to the terms of the carrier, selected by the Board, the Board agrees to continue to provide a Group Life Insurance Plan. Participation in this plan will be mandatory for each employee hired after September 1, 1973 for the minimum coverage of $25,000 and the Board agrees to pay 80% of the premium rates in effect at September 1st in each year of this Agreement of this $25,000 of coverage. Each employee will have the option of electing coverage of three (3) times his annual salary as at each September 1st subject to the maximum of $185,000 shall be borne by the employee.

c) Subject to the terms of the carrier, selected by the Board, the Board agrees to continue to provide an Extended Health Care Plan (which shall include Semi-Private Hospitalization coverage). The Board shall pay 80% of the premium rates in effect at September 1st in each year of this Agreement.

d) Subject to the terms of the carrier selected by the Board, the Board agrees to provide a dental plan equivalent to the Blue Cross Plan #7 in effect June 29, 1987 with Riders 1, 2 and 4.

The Board will pay 80% of the premium of the Blue Cross Plan #7 in effect June 29, 1987 on Riders 1, 2 and 4

ARTICLE XVIII **BENEFITS (Cont'd)**

19.01 d) Effective September 1, 1992, the Board will pay as above on the 1991 ODA rates.

e) Effective January 1, 1994, the Board will pay as above on the 1992 ODA rates.

19.02 All part-time employees covered by this Agreement will be eligible to participate in the benefit plans 19.01 (b), 19.01 (c) and 19.01 (d) and the premiums shall be paid on a prorata basis i.e. employee paid 1/2 time and a benefit of 80% paid by the Board. The Board will pay (1/2 X 80%) = 40% of premium.

ARTICLE XX **UNIFORMS AND SAFETY FOOTWEAR**

20.01 On completion of the probationary period, each caretaker shall wear a uniform and shall receive a full set of Uniforms, i.e. three (3) shirts, two (2) pairs of trousers, and one (1) windbreaker, provided that on the replacement of any part of the said uniform the caretaker is to have the choice of the weight and sleeve length where applicable. Coveralls will be supplied where necessary. It shall be the responsibility of the caretaker to keep the uniforms in clean and serviceable condition and to request uniform replacements for normal wear and tear when necessary to a maximum of one hundred and fifty dollars ($150.00) per year and to a maximum of two hundred dollars ($200.00) per year for Maintenance I, II, and III.

Two (2) smocks per year or other suitable uniforms will be supplied to each female caretaker, pant suits on request to a total maximum of one hundred and fifty dollars ($150.00) per year.

Such uniforms to be supplied by December 1st in each calendar year.

20.02 All employees shall be required to wear approved CSA green patch safety footwear. The Employer shall contribute fifty percent (50%) of the cost of such footwear to a maximum of fifty-five dollars ($55.00) per year.

20.03 It is understood that such uniforms and safety footwear are provided for purposes of employment with the Employer and are not to be used for other purposes.

ARTICLE XXVI CHECK-OFF

21.01 The Employer shall deduct from each employee, covered by this Agreement, any initiation fee or union dues, or amount equivalent to union dues, in accordance with the Constitution or By-Laws of the Canadian Union of Public Employees, The Employer agrees to submit same not later than the first week of the month following the month of such deductions to the Financial Secretary of the Local Union. The Employer shall, when remitting such dues, name the employees and distinguish the part-time employees from the full-time employees from whose pay such deductions have been made, and also the names of any employees who have left the employment of the Employer since the last payment. Employees shall pay dues from date of hire.

21.02 The Employer shall give a copy of this Collective Agreement to every existing employee and on hiring to every new employee within the scope of the bargaining unit.

21.03 The Union agrees to keep the Employer harmless from any claims against it by an employee which arise out of deduction under this Article.

ARTICLE XXII GENERAL

22.01 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 party or parties hereto so require.

22.02 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the appropriate Superintendent of the Employer and the Secretary of the Union.

22.03 The following Articles and Sections only shall apply to persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school period; all other Articles and Sections shall not apply:

Articles 1 to 10 inclusive
Article 11 (amended to 520 hours)
Article 12 Sections 01, 03, 04, and 05 (a)
Article 14 and 17
Article 19 Section 02
Articles 20, 21, 22, and 23

ARTICLE XXIII DURATION AND TERMINATION

23.01 This Agreement shall remain in force from the 1st day of January 1995 to the 31st day of December 1995 and shall continue in force from year to year thereafter unless in any year either party furnishes the other party with notice of termination or of a proposed revision to this Agreement. Either party may give notice on or before July 30th in the year in which the Agreement terminates. The parties agree that they will schedule a meeting(s) no later than the last full week of August for the purpose of exchanging proposals to renew or amend this Agreement.

AGREEMENT OF CONTRACT

The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled such matters as set forth in the Agreement. Further, it is certified that this Agreement was ratified by The Dufferin County Board of Education on the 7th day of March 1995 and the Canadian Union of Public Employees Local 1197 on the 4th day of March 1995.

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

THE DUFFERIN COUNTY BOARD OF EDUCATION

David Davies
CUPE Personnel Sub-Committee

Norman Grove
CUPE Personnel Sub-Committee

Richard MacOrse
CUPE Personnel Sub-Committee

Richard D. Majkot
Assistant Superintendent of Human Resources

David C. Baldwin
Director of Education & Secretary-Treasurer

Laura Ryan
Chairperson of the Board

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1197

Ian Heggie
CUPE Local 1197

Ron Sellars
CUPE Local 1197

Larry White
CUPE Local 1197

James Keenan
National Representative, CUPE

SCHEDULE "A"

HOURS OF WORK, OVERTIME AND SHIFT PROVISIONS

1. The work day for all employees covered by this Agreement shall not exceed eight (8) hours per day exclusive of meal periods and the work week shall not be in excess of forty (40) hours comprised of five, eight (8) hour days, Monday to Friday, inclusive.

2. All hours worked in excess of eight (8) hours per day for forty (40) hours per week and on Saturday (except as otherwise provided herein) shall be compensated for at the rate of time and one-half the employee's regular current rate, provided that such hours are authorized in writing except in the case of emergency. All hours worked on Sunday and holidays shall be compensated for at the rate of twice the employee's regular current rate. Employees required for such overtime shall, where possible, be given twenty-four (24) hours' notice. Employees shall, within reason, make themselves available for this work.

3. All employees will be allowed one break period of fifteen (15) minutes duration during every four (4) hours continuous employment without reduction of pay and without increasing the regular working hours.

4. Effective January 1, 1991, the amount allowed to a custodian for attendance on heating plant and school security check on weekends and holidays in all facilities not open for other reasons on these days will be $17.00 for the first hour or part thereof. Anytime required for work beyond the first hour will be compensated at the regular overtime rates referred to in Part 2 of Schedule A.

5. All employees required to work on a second shift shall receive a bonus of forty cents ($0.40) per hour and effective February 1, 1992 this rate will be amended to forty-two cents ($0.42) per hour for all h o w worked on such shift. Employees required to work on a third shift shall receive a bonus of forty-five cents ($0.45) per hour for all hours worked on such shift. Such employees shall also receive a paid lunch period and shall, where they work overtime, be paid the overtime premium on their regular rate but not the bonus provided herein.

6. Overtime premiums will not be duplicated nor pyramided nor shall the same hours work be counted as part of the normal work week and also as hours for which the overtime premium is paid.

SCHEDULE "B"

(a) Head Caretaker I directs more than five (5) caretakers.

(b) Head Caretaker II directs two (2) or more caretakers.

(c) An employee assigned to the position of "Lead Hand Maintenance Department" will receive seventy-five cents ($0.75) per hour in addition to his regular hourly rate.

(d) Service with immediate predecessor Boards will be counted in determining wage rates herein.

(e) The Employer agrees that the establishment of any new classification shall be on the basis of fairness and equity and will apply to only newly created positions or the revision of present positions where there has been a significant change in responsibilities. The rates established for such new positions shall be based on the rate structure herein.

(f) The employees shall be paid the prevailing car allowance as authorized by the Board from time to time.

(g) An employee temporarily assigned for the convenience of the Employer to a higher rated job herein shall receive the higher rate during the period of such assignment.

(h) An employee who is promoted shall receive the rate of the new classification which is immediately higher than his existing rate.

Rate Schedule Effective March 1, 1993

	Starting	3 Months	12 Months
Maintenance I	15.77	15.95	16.91
Maintenance II	14.23	14.63	15.41
Maintenance III	13.59	13.99	14.40
Head Caretaker I	14.41	14.82	15.23
Lead Hand & Head Caretaker II	14.08	14.41	14.52
Caretaker	12.51	12.90	13.68
cleaner	11.87	12.06	12.27
Student	7.00	7.12	7.30

Rate Schedule Effective June 1, 1994

	Starting	3 Months	12 Months
Maintenance I	15.85	16.03	16.99
Maintenance II	14.30	14.70	15.49
Maintenance III	13.66	14.06	14.47
Head Caretaker I	14.48	14.89	15.31
Lead Hand & Head Caretaker II	14.15	14.48	14.59
caretaker	12.57	12.96	13.75
Cleaner	11.93	12.12	12.34
Student	7.04	7.16	7.34

LETTER OF UNDERSTANDING

APPENDIX "A"

BETWEEN

THE DUFFERIN COUNTY BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1197

The parties agree to form a joint committee to investigate wage differentials between The Dufferin County Board of Education and similar Boards in 1994.

The joint committee will look at data, will prepare a report to take back and be used by each respective party.

Any information regarding adjustments to classifications may then be considered as the basis for the negotiation of salary by either party during the renewal of the collective agreement.

This letter does not form part of the collective agreement.

Dated at ORANGEVILLE, Ontario, this 7th day of December 1993.

For THE DUFFERIN COUNTY BOARD OF EDUCATION

Peter Baxter
Chairperson of Personnel Sub-Committee

Richard Moorse
Personnel Sub-Committee Member

Norman Grow
Personnel Sub-Committee Member

Richard Majkot
Ass't Superintendent of Human Resources

For CUPE, LOCAL 1197

Ron Sellars
President, CUPE Local 1197

Laurie McCarroll
Steward, CUPE Local 1197

Don McCoy
Steward, CUPE Local 1197

David Foley
National Representative, CUPE

LETTER OF UNDERSTANDING

between
THE DUFFERIN COUNTY BOARD OF EDUCATION
and the
CANADIAN UNION of PUBLIC EMPLOYEES
(Local 1197)

The parties agree: to re-schedule the normal work week in the following manner to allow for summer hours for 1993.

1. The parties agree to revise *the* work week to four (4) ten (10) hour days during the summer months, specifically the period July 5, 1993 to August 27, 1993.

2. The parties agree that the normal working hours will be 7:00 a.m. to 5:30 p.m. with one half (1/2) hour for lunch and two (2) fifteen minute breaks; one in the first half and the other in the second half of the day, thus maintaining a forty (40) hour work week. Individual schools may submit different work schedules. All work schedules require the approval of the Plant Department.

3. The parties agree that overtime rates of pay will apply only to hours worked in excess of ten (10) hours per day or forty (40) hours per week during this period.

4. The parties agree that all schools require staffing five *(5)* days per week (Monday to Friday except for statutory holidays) for this period. The individual Head Caretaker and/or Lead Hand Maintenance will be responsible for ensuring staffing on an equal basis. Example: some staff work Monday to Thursday while others work Tuesday to Friday.

5. The parties agree that employees eligible for statutory holiday pay will receive only eight (8) hours pay for that day unless they are required to work.

6. This Letter is not appended to and does not form part of the collective agreement.

Dated and signed at Orangeville, Ontario this 7th day of December 1993.

FOR THE BOARD

FOR CUPE (LOCAL 1197)

RDM:se
1993 05 18
(c:\wpfiles\rdm\memocupe)

LETTER OF UNDERSTANDING

between

THE DUFFERIN COUNTY BOARD OF EDUCATION

and the

CANADIAN UNION of PUBLIC EMPLOYEES
(Local 1197)

The Parties agree to the following arrangement should it be necessary to schedule a Saturday shift at Orangeville District Secondary School.

1. The parties agree that there will be two (2) employees scheduled for the shift.

2. The parties agree that the regular rate of pay will apply.

3. The parties agree that, in order to schedule a Saturday shift as required, volunteers will be requested from the regular employees at Orangeville District Secondary School. Should there be no volunteers, the Saturday shift will first be offered to existing regular part-time employees within the Board. If no regular part-time employees wish to work the shift offered it will then be assigned to casual employee(s) on a mandatory basis.

4. The Board will endeavour to provide as much advance notice as possible when scheduling the Saturday shift.

5. This Letter will expire December 31, 1994, is not appended to and does not form part of the collective agreement.

Dated and signed at Orangeville, Ontario this 7th day of December 1993.

FOR THE BOARD

FOR CUPE (LOCAL 1197)

RDM:se
1993 05 18
(c:\wpfiles\rdm\memocup2)