

Collective Agreement

Between

Upper Grand District School Board

and

Canadian Union of Public Employees
Local 256

Begins:
01/01/2004

Terminates:
08/31/2005

12621 (04)

INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Aged Employees	16	11
Amalgamation and Merger Protection	44	37
Apprenticeship Program	40	35
Assistance of the Union	8	5
Communications	5	4
Dues Check-Off	13	7
Employee Benefits	20	17
General	35	28
General Conditions	29	26
Grievance Committee	7	4
Grievance Procedure	9	5
Hours of Work	23	21
Job Descriptions	28	26
Jury Duty	30	27
Lead Hand Assignment	Letter of Understanding	
Leave of Absence	17	11
List of Employees	31	27
Mileage and Travelling Time	33	27
Negotiating Committee	6	4
No Discrimination	3	3
No Strikes and Lockouts	12	7
Overtime	24	23
Paid Holidays	21	18
Premiums	25	24
Purpose	1	2
Qualifications	38	29
Rates of Pay	39	30
Recognition	2	2
Redeployment Committee	41	36
Relieving in other Grades	18	14
Reservation of Management's Rights	4	3
Responsibility	34	27
Safety Provisions and Clothing	27	25
Seniority	14	7
Sick Leave	19	14
Special Grievances	10	6
Square Foot Area System	37	29
Staff Changes	15	9
Supervision Rate - Caretaking Employees	36	29
Termination Clause	43	36
Tools	32	27
Union and Management Grievances	11	7
Vacations	22	19
Wash Up and Rest Periods	26	25
Water Work Duties	42	36
Workplace Early intervention Program	Appendix B	39
	Appendix A	38

12621 (04)

ARTICLE 1 - PURPOSE

- 1:01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and employees who are, subject to the provisions of this Agreement, to provide a process for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees.
- 1:02 Employees and the Board shall be governed by the mission statement of the Facility Services Department which states as follows:
- "To provide, with integrity, a high standard of service to benefit students, staff, and the community through the effective use of resources and cooperation with our system partners as defined by the Upper Grand District School Board."

ARTICLE 2 - RECOGNITION

- 2:01 The Board recognizes the Union as the sole and exclusive Collective Bargaining Agent for all employees of the caretaking and maintenance staffs, save and except supervisors and persons above the rank of supervisor, office, clerical and technical staff, and students employed during the school vacation period, students employed pursuant to a co-operative training program and students attending school on a full-time basis who work less than ten (10) hours per week.
- 2:02 "Temporary Employee" means a person employed by the Upper Grand District School Board who:
- i) does not work a regular number of assigned hours or days per week but works only when called in by the Board; or
 - ii) is hired for a definite term or for a specific task which is not lasting or continuing for more than six (6) working months; or
 - iii) is hired to replace an employee absent for a period of less than ten (10) months.
- 2:03 The Board agrees that it will not 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 below 200. A minimum of **18.5%** of the **200** shall be involved in Maintenance.
- 2:04 The Board agrees that sites, including replacement sites, currently staffed with **CUPE caretaking** staff as of January 11, 2000 will remain staffed by **CUPE**. New sites opened will be staffed to maintain the current ratio of **CUPE** sites to contract sites, i.e. at least one out of every two new schools opened will be staffed with **CUPE caretaking** Staff.
- 2:05 Employees participating in an apprenticeship program shall be considered members of the bargaining unit.
- 2:06 Temporary employees shall be covered by the following Articles of the Collective Agreement:
- 1 Purpose, 2 Recognition, 3 No Discrimination, 4 Reservation of Management's Rights, 5 Communications, 6 Negotiating Committee, 7 Grievance Committee, 8 Assistance of

the Union, 9 Grievance Procedure, 10 Special Grievances, 11 Union and Management Grievances, 12 No Strikes or Lockouts, 13 Dues Check-off, 25 Premiums, 26 Wash Up and Rest Periods, and 39 Basic Rates of Pay.

ARTICLE 3 - NO DISCRIMINATION

- 3:01 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of that employee's activity or lack of activity in the Union.
- 3:02 Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the article so requires.

ARTICLE 4 - RESERVATION OF MANAGEMENT'S RIGHTS

- 4:01 The Union acknowledges that it is the right of the Board within the terms of this Agreement to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, discharge, direct, transfer, classify, promote, demote or discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without just cause may be subject to a grievance and dealt with as hereinafter provided;
 - (c) Administer and manage all affairs of the Board;
 - (d) Administratively transfer employees for the following reasons:
 - i) personality conflicts between members of the bargaining unit or other school staff;
 - ii) training needs for the employee's classification;
 - iii) replacement coverage.
- This will not be done arbitrarily or in an unreasonable manner.
- For transfers under 4:01 (d)i) the Board agrees to provide an opportunity for mediation to take place before any such transfer.
- 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 their membership or non-membership, their activity or lack of activity in the Union, and recognizes that membership in the Union is a voluntary act on the part of the employee concerned.

ARTICLE 5 - COMMUNICATIONS

5:01 All official communications between the parties, arising out of this Agreement or incidental thereto, shall be in writing and shall pass between the Executive Officer - Human Resources of the Board and the President of the Union.

Copies of such communications shall be provided by the sender to the appropriate Senior Administrator at the same time as the correspondence is exchanged between the parties.

(a) The address for service of the Board is:

Upper Grand District School Board
500 Victoria Road North
Guelph, Ontario N1E 6K2

(b) The address for service of the Union is:

Canadian Union of Public Employees
1120 Victoria Street North, #204
Kitchener, Ontario N2B 3T2

(c) To the president of Local 256 at his or her last known address.

ARTICLE 6 - NEGOTIATING COMMITTEE

6:01 The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of Board employees, and will recognize and deal with the said Committee with respect to any matter which may arise from time to time during the term of this Agreement. Five (5) members of the Negotiating Committee shall have the privilege of attending meetings with the Board held within working hours without loss of pay.

6:02 The Board and the Union agree to establish a Labour Management Committee with meetings to be held not less than three (3) times a year, at mutually agreed times. Minutes of Labour Management meetings will be taken and distributed to the committee members within fifteen (15) working days after the meeting.

ARTICLE 7 - GRIEVANCE COMMITTEE

7:01 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of Board employees and will recognize and deal with the said Committee with respect to any grievance which may arise during the term of this agreement.

7:02 Any three (3) members of the Grievance Committee shall have the privilege of attending meetings with the Board, held within working hours without loss of pay.

These said three (3) members of the Grievance Committee and the employee with the grievance shall be allowed reasonable time off without loss of pay, upon giving notice and receiving permission from the team leader to attend the legitimate duties connected with processing of grievances.

ARTICLE 8 -ASSISTANCE OF THE UNION

8:01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees.

ARTICLE 9 - GRIEVANCE PROCEDURE

9:01 A grievance under the Agreement shall be defined as any difference or dispute between the Board and any employee(s). When an employee is to be disciplined by any representative of the Board the employee must be accompanied by a representative of the Union Grievance Committee.

9:02 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until the employee has first given the employee's team leader an opportunity to adjust the complaint. The employee shall meet with the employee's team leader to present the complaint no later than ten (10) days from the time of the alleged complaint. The team leader will give an answer within five (5) working days and failing a settlement satisfactory to the employee, Step 1 of the grievance procedure may be invoked.

9:03 Settling of Grievances - An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

9:04 Step 1 - If an employee is satisfied that the employee has a grievance, that employee shall meet with the employee's immediate supervisor and present the grievance in writing no later than fifteen (15) days from the time of the alleged grievance and the employee may have the assistance of a member of the Grievance Committee or a Steward if so desired. The supervisor will give a written answer within ten (10) working days, and failing a settlement satisfactory to the employee, Step 2 of the Grievance Procedure may be invoked.

9:05 If not settled at the informal step, the complaint will within fifteen (15) days be submitted as a written grievance by the Union to the Executive Officer of Human Resources or designate. The grievance shall not be subject to change following submission. The Executive Officer shall give a written reply within ten (10) days of the submission of the grievance.

9:06 Step 2 - If not settled in Step 1, the grievance will within ten (10) days be submitted in writing to the Chief Operations Administrator. The Chief Operations Administrator shall give a written reply within ten (10) days of the submission of the grievance.

9:07 Step 3 - If not settled in Step 2, the grievance will within ten (10) days be submitted in writing to the Union Committee to the Board's designate to be dealt with at a meeting at a mutually agreeable time within ten (10) days of submission. The decision of the Board's designate shall be given to the Union Grievance Committee within ten (10) days after this meeting.

9:08 Step 4 - If not then settled, the grievance may within thirty (30) days be referred to arbitration as follows:

- (a) Written notice by registered mail shall be given to the other party formally stating the subject of the grievance and at the same time nominating an appointee. Within ten (10) days upon receipt of such notice the other party shall name an appointee. The

appointees representing both parties shall meet within fifteen (15) days and will attempt to agree on a Chairperson of the Arbitration Board and failing such agreement within ten (10) days after they have first met either party may, within ten (10) days, request the Minister of Labour for the Province of Ontario to name such a Chairperson.

- (b) If agreed to by the Board and the Union an Arbitration Board may be waived in favour of a Single Arbitrator. In this event, such Single Arbitrator shall be selected jointly by the Board and the Union. If the parties are unable to agree on the selection of a Single Arbitrator within twenty (20) days, they shall request the Minister of Labour for the Province of Ontario to name such an Arbitrator.
- (c) The Arbitration Board or Single Arbitrator may determine the procedure to be followed but shall give full opportunity to all parties to present evidence and make representation. The Arbitration Board or Single Arbitrator shall hear and determine the difference or allegation and render a decision.
- (d) Where a grievance is referred to an Arbitration Board, the decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board.

The decision of the Arbitration Board or Single Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitration Board or Single Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions.

However, the Arbitration Board or Single Arbitrator shall have the power to dispose of any discharge or discipline grievance by any arrangement which is, in the opinion of the Arbitration Board or Single Arbitrator, deemed just and equitable.

- (e) Each party shall pay the following:

Arbitration Board

- i) the fees and expenses of the Arbitrator appointed; and,
- ii) one-half the fees and expenses of the Chairperson.

Single Arbitrator

- i) one-half the fees and expenses of the Single Arbitrator.

9:09 The time limits fixed in both grievances and arbitration procedures may be extended by consent of the parties to this Agreement.

9:10 For the purpose of this section "days" shall mean working days other than Saturday, Sunday or paid holidays.

9:11 Replies to grievances shall be in writing at all steps with the exception of the informal stage. The same form shall be used at all steps of the Grievance Process.

ARTICLE 10 - SPECIAL GRIEVANCES

10:01 A claim by an employee that the employee has been discharged or suspended without good cause shall be treated as a grievance if a written statement of such grievance is

lodged with the Board or its designate within ten (10) working days of discharge and shall be lodged at Step 3 of the grievance procedure.

ARTICLE 11 - UNION AND MANAGEMENT GRIEVANCES

- 11:01 It is understood that the Board may bring forward at any meeting with the Grievance Committee any complaints or grievances, and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties it may be referred to Arbitration.
- 11:02 It is understood that the Union may file a policy grievance on behalf of a group of employees or where a policy of management is felt to be of harm or inconvenience to the Union; such a grievance shall be presented at Step 2.

ARTICLE 12 - NO STRIKES OR LOCKOUTS

- 12:01 During the term of this Agreement, there shall be no strikes or lockouts as defined by the Ontario Labour Relations Act, and the Union agrees that neither it nor its representatives shall cause or sanction any slowdown or other interference.

ARTICLE 13 - DUES CHECK-OFF

- 13:01 As a condition of employment, all employees within the scope of the bargaining unit shall be required to support the Union by check-off payment of an amount as Union dues to be set from time to time by the Union. The Board agrees deductions shall be made from each pay, beginning with the first month of employment and shall be forwarded to the Secretary-Treasurer of the Union not later than the 20th of the month following, together with a report of any changes affecting dues-paying personnel. The Board agrees to provide the Union with a complete list of all dues-paying personnel as at the commencement of this Agreement.
- 13:02 The Union agrees to indemnify and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making Union dues deductions.

ARTICLE 14 - SENIORITY

- 14:01 (a) i) Seniority for the purpose of posting (promotions, Reclassifications) and lay-off/rehiring (see clauses 14:04, 15:01, 15:02) shall be defined as the continuous length of service in the Caretaking and Maintenance Department of the Board from last date of hire. Effective January 1, 1999 seniority shall be pro-rated for employees working less than twenty (20) hours per week.
- ii) Length of service, for the purpose of vacation entitlement and superior benefits shall be length of service with the Board which shall include service in other departments than Caretaking and Maintenance.
- iii) All employees who work less than twenty (20) hours per week are considered part-time employees. They will gain seniority on a pro-rata basis.
- 14:02 (a) i) An employee who works twenty (20) hours or more per week shall be on a probationary period for the first three (3) months of employment. All employees hired or transferred to participate in the apprenticeship program shall be required to complete a three (3) month probationary period prior to registration

with the Ministry of Skills Development. The employee shall not have recourse to grievance regarding discharge except in the case of unjust cause.

- ii) An employee who works less than twenty (20) hours per week shall be on a probationary period for the first five hundred and twenty (520) hours of paid time.
 - iii) Following successful completion of the employee's probationary period, the employee shall be placed on the seniority list and will be credited with seniority at the date of hiring in the Caretaking and Maintenance Department (pro-rated for under twenty (20) hours per week) and the employee will be notified in writing of the employee's change of status.
 - iv) 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. It is understood that probationary employees are subject to a lesser standard of just cause (basic procedural fairness).
- (b) Seniority lists (one (1) for caretaking, one (1) for maintenance and one (1) for apprentices) shall be established for all employees covered by this Agreement based upon each employee's last date of hiring. The seniority lists will be revised on September 1st of each year, one (1) copy to be filed with the Union and additional copies to be posted on all bulletinboards.
- Employees who work less than twenty (20) hours per week shall have a separate seniority list based upon hours of work.
- (c) Upon successful completion of the apprenticeship program, and if permanent employment is offered, the apprentice will have his/her seniority transferred from the apprentice seniority list to the maintenance seniority list. In the event of a lay-off, an apprentice shall not have the right to bump any employee in the maintenance or caretaking categories.

14:03 If an employee is transferred by the Board to another category, that employee shall not lose the employee's seniority with the Board.

14:04 In the event of a lay-off, employees will be appointed to the least senior position in their job classification. If no position is available in their job classification, employees will be appointed to the least senior position in a lower classification provided that they have the experience, qualifications, skills and ability to perform the requirements of the position.

14:05 No employee will be transferred to a position outside the bargaining unit without the employee's consent. If such a transfer does take place, the employee shall retain the employee's Seniority acquired to the date of the transfer, for a period of up to two (2) years, but will not accumulate any further seniority.

If such an employee later returns to the bargaining unit, the employee shall be placed in a job consistent with that employee's seniority, and the employee's return shall not result in the lay-off or bumping of an employee holding greater seniority.

14:06 (a) An employee on lay-off shall be notified of all advertised positions covered by this Agreement by mail to the last recorded address on the employee's personnel file.

- (b) Employees working on a reduced work week below twenty (20) hours per week shall retain all seniority as long as they are employed by the Board; however, such employees shall accumulate seniority on an hourly basis while they are working on a reduced work week below twenty (20) hours per week.
- (c) An employee's seniority shall be lost in the event of the following:
 - i) dismissal;
 - ii) *voluntary* resignation;
 - iii) off work due to lay-off for more than twenty-one (21) months;
 - iv) an employee does not report or refuses to report for duty after recall from lay-off;
 - v) an employee fails to report for duty following the completion of an approved leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
 - vi) absence without permission for three (3) consecutive working days, unless a reason satisfactory to the employer is given.

14:07 In order that the operations of the Union will not become disorganized when lay-offs are being made, members of the Local executive board and the chief steward shall be the last persons laid off during their term of office, so long as full-time work for which they are qualified to perform, at their own or lower wage level, is available.

ARTICLE 15 – STAFF CHANGES

15:01 (a) The Board agrees that any vacancy, transfer, permanent shift change or new permanent position created within the maintenance staff shall be posted in bulletin form at all places of employment at least seven (7) days prior to the filling of such position, providing the opportunity for all employees to make application therefore. One (1) subsequent vacancy, if any, created by an appointment through this procedure shall be posted for four (4) days prior to the filling of such subsequent vacancy and further vacancies subsequently created by this procedure need not be posted. During the time that a position is posted the Board may temporarily (for a period up to but not to exceed sixty (60) working days) fill the vacancy as it sees fit. The Board shall post positions vacated due to retirement no less than twenty (20) working days prior to date of retirement provided the Board is notified in writing of the impending retirement and provided the Board has made a decision to fill the position.

The Board agrees that any vacancy, transfer or new permanent position created within the caretaking staff shall be posted in bulletin form at all places of employment at least seven (7) days prior to the filling of such position, providing the opportunity for all employees to make application therefor. One (1) subsequent vacancy, if any, created by an appointment through this procedure shall be posted for four (4) days prior to the filling of such subsequent vacancy and further vacancies subsequently created by this procedure need not be posted. Permanent employees shall be considered for vacant positions before unassigned employees are considered. In the event that no permanent or unassigned employees apply for the position, the position shall be

offered to the unassigned employees in order of seniority. If all unassigned employees decline the position, the most senior unassigned employee shall be placed in the position.

The Board agrees that the period of time worked in a temporary period shall not count as experience toward a job posting in that particular vacancy.

The Board will establish a list of full time employees who have submitted a written request indicating that they wish to be considered for head caretaker positions. These employees may be placed in temporary head caretaker positions as they are available.

- (b) All Head Caretaker and Shift Supervisor positions which are permanent or of a definite duration of longer than six weeks shall be posted.
- (c) The Board agrees that any posting for an apprentice in the maintenance section shall be posted in bulletin form at all places of employment at least seven (7) days prior to the filling of such position, providing the opportunity for employees to make application therefor. Vacancies for apprentices shall not be filled temporarily. One (1) subsequent vacancy shall be filled as in Article 15:01(a).

Third and Fourth Year Apprentices will be given first consideration for such postings.

- 15:02 (a) In making staff changes in the caretaking, groundskeeping, and storeperson categories, when demonstrated ability is sufficient, the appointment shall be made of the applicant senior in service.
- (b) The Board shall place new employees in classifications for which they are hired.
- 15:03 (a) When any new classification is established, the rate of pay shall be subject to negotiations between the Board and the Union and the job posted prior to an employee being selected and trained for the job. If the parties are unable to agree on the re-classification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.
- (b) When an employee is successful in filling a posted position which involves transferring to another division (i.e. custodial to groundskeeping) the employee shall receive a three (3) month training period with regular instruction. There shall not be an adjustment made to the rate of pay until successful completion of the training period. If the applicant is unsuccessful after the training period, the applicant shall revert back to the original position held or to an equal one. If a D License is required, the person shall be notified and shall receive one opportunity to obtain the same at the Board's expense.
- 15:04 When the duties of an existing job or classification are changed sufficiently to justify an increase in the wage rate, the matter shall be subject to negotiation between the Board and the Union.
- 15:05 When an employee is successful in filling a posted position, that employee shall not be entitled to a further lateral transfer for the next six (6) months. This provision may be waived by mutual consent of the Board and the Union.
- 15:06 An employee who becomes physically or mentally handicapped and provides medical evidence of such, acceptable to the Board, may be placed in a vacant position, which takes into consideration the employee's ability and physical and mental condition.

ARTICLE 16 - AGED EMPLOYEES

16:01 The normal retirement date shall be the last working day of the month in which the employee attains the age of sixty-five (65) years. Nothing in this clause prohibits an employee from using early retirement options.

ARTICLE 17 - LEAVE OF ABSENCE

Consideration for time off without pay will be given after those employees who have requested earned vacation for the same time period have been granted their requests.

17:01 When all vacation and lieu time credits have been exhausted, Leave of Absence without pay and without ~~loss~~ of seniority, shall be granted by the Board to any employee who requests such leave for good and sufficient cause as determined by the Supervisor of Facility Services. Such request for leave must be submitted in writing to the Supervisor of Facility Services for approval at least five (5) working days prior to the requested date of leave.

17:02 Leave of absence without pay and without loss of seniority shall be granted to not more than four (4) employees at any one time (not more than one (1) from the same school or job function at the same time) for a period not to exceed thirty (30) person days in total, in any one (1) year (October 1 to September 30) for the purpose of attending to Union business provided that at least seven (7) working days prior notice of such leave is given to the Board. The Board shall pay their regular wages which shall be reimbursed by the Union.

17:03 Any employee shall be granted, upon written request, the following leaves with the understanding that there shall be no pyramiding of days in the event of more than one death occurring during the leave period.

- (a) i) Up to five (5) working days leave with pay in the event of a death in the immediate family (i.e. Husband, Wife, Son, Daughter, Father or Mother) of the employee; three (3) working days leave with pay in the event of a death of Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Brother, Sister or grandchild of the employee.

Alternatively, one (1) day's mourning leave shall be given with pay in the event of a death in the immediate family when the employee is not attending the funeral.

- (b) One (1) day's leave with pay shall be granted in the event of the death of Brother-in-law, Sister-in-law, Niece, Nephew, Grandparents, Aunt or Uncle when the employee is attending the funeral.
- (c) When a death of a family member stated in (a) above occurs while the employee is on vacation, eligible bereavement days will be substituted and those days will be reimbursed back to the employee's vacation bank. It is understood that the employee will be required to provide satisfactory proof of attending the funeral.

17:04 Pregnancy and Adoption Leave

- (a) Entitlement to pregnancy leave shall be unpaid leave and in accordance with the Employment Standards Act, R.S.O. 1980 as amended from time to time.

- (b) Leave without pay for the adoption of a child shall be granted by the Board to an employee. Advance notification of at least three (3) months shall be given to the Board of the intent to adopt, on the understanding that it may be necessary for the employee to commence leave immediately when the child becomes available. Length of such leave beyond the minimum of the Employment Standards Act shall be at the exclusive discretion of the Board. The same conditions and restrictions that apply to pregnancy leave also apply to leave for the purpose of adoption.

It is understood that adoption leave applies only to the adoption of a child from an adoption agency or a person licensed under Section 60 of the Child Welfare Act. It is understood that while both male and female employees are eligible for adoption leave, only one (1) of the two (2) adoptive parents who are employees of the Board is entitled to an adoption leave.

- 17:05 Any employee with seniority elected or selected for a full-time position with the Union shall be granted a leave of absence without pay for a period of up to one (1) year. Such employee shall retain the seniority the employee had prior to such leave but shall not accumulate any during such leave. Such leave of absence shall be confined to one (1) employee during the same year. The Board shall be given at least twenty-one (21) days clear notice of request for such leave (or such less notice as may be mutually agreed upon).

- 17:06 When a school is closed because of severe weather, the employee will be allowed necessary leave of absence without loss of pay until the employee's school is reopened.

An employee who is unable to report to his or her place of duty because of severe weather conditions shall not be disciplined.

- 17:07 All employees shall be allowed a maximum of one (1) day per school year with pay for one of the following:

- (a) to attend their own wedding or that of the employee's parents, brother, sister, son or daughter if the wedding occurs on a working day during working hours; or;
- (b) to attend the ceremonies for graduation from a post-secondary institution of self, husband, wife, son or daughter,
- (c) to participate in the employee's own personal move of residence.

This request shall be submitted, in writing, two (2) weeks prior to the day off requested and must be deemed acceptable by the Executive Officer of Human Resources.

- 17:08 In the case of serious illness in the immediate family (wife, husband, son or daughter) which requires the employee's urgent personal attention, the employee shall be allowed up to one (1) day per year with pay. This leave may be extended under exceptional circumstances on the recommendation of the Executive Officer of Human Resources and subject to approval of the Director of Education.

17:09 Self-Funded Leave Plan - General Terms and Conditions

1. Types of Leave

- (a) The employee-funded leave shall afford an employee the opportunity to enter into an agreement with the Board to take a one (1) year self-funded leave in the last year of an individual's three (3) to six (6) year agreement. In each of these years, the employee agrees to be paid a percentage of the salary normally paid to the employee per the Salary Schedule in effect for those periods.
- (b) Any employee having three (3) years service with the Board is eligible to participate in the plan.
- (c) An employee must make written application to the Board, with a copy to the employee's immediate supervisor, on or before May 1st *if* for a school year leave or on or before October 1st *if* for a calendar year leave, requesting permission to participate in the plan.
- (d) Written acceptance, or denial, of the employee's request, with an explanation, will be forwarded to the employee within sixty (60) days of the original request.
- (e) Approval of individual requests to participate in the plan rests solely with the Board.

2. Financial Provisions

- (a) An employee participating in the plan shall be eligible for any increase in salary and benefits that would have been received had the employee not been in the plan, including full credit for seniority and increment during participating years.
- (b) Sick leave credits shall not accumulate during the term spent on leave.
- (c) Income Tax shall be deducted on the actual monies received by the employee during each of the years of the plan, subject to the Income Tax regulations in effect at that time.
- (d) The employee shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the employee's account shall be the current rate for the Savings account at the Bank used by the Board, and be compounded and credited on each pay date. A statement of the employee's account will be issued at the end of each year. Such a statement shall be made available upon written request by the employee.
- (e) During the life of the employee-funded leave, the employee's benefits shall be maintained by the Board and the employee concerned as if the employee were receiving one hundred percent (100%) of the employee's salary.
- (f) Upon conclusion of the individual's leave plan, the balance of the employee's account will be settled in a manner mutually agreeable to the Board and the employee.
- (g) Pension deductions (OMERS) are to be continued as required by the appropriate legislation and policies during all years of participation.
- (h) An employee may apply, in writing, to the Board to withdraw from the plan and within sixty (60) days the Board shall repay to the employee any monies accumulated, plus interest owed.

- (i) Should an employee die while participating in the plan, any monies accumulated, plus interest owed at the time of death, shall be paid to the deceased's estate.

3. General Provisions

- (a) During the self-funded leave, the employee may engage in such plans of education and employment as the employee chooses.
- (b) Upon ~~return from~~ leave, the employee shall be ~~returned~~ to the same position or an equivalent position, or if such placement is not possible, shall be placed in the most appropriate position available retaining the same terms and conditions including salary level.
- (c) All employees ~~wishing~~ to participate in the plan shall be required to sign an agreement on a form supplied by the Board ~~before final approval~~ for participation will be granted.

ARTICLE 18 - RELIEVING IN OTHER GRADES

- 18:01 (a) When an employee is detailed to relieve in a position of higher rating, the employee will be paid the higher rate for each day that the employee works in the higher rated position.
- (b) When an employee is detailed to relieve in a position of lower rating for any period, the employee shall maintain the employee's regular rate of pay.

ARTICLE 19 - SICK LEAVE

- 19:01 (a) All employees who have ~~completed the~~ probationary period with the Board will be allowed twenty-four (24) days sick leave per year for each year of work thereafter.
- (b) All employees shall accumulate one hundred percent (100%) of the unused portion of the twenty-four (24) days ~~each~~ year to a maximum of two hundred and twenty (220) days for sick leave purposes only.
- (c) Part-time employees shall accumulate and receive sick leave on a pro rata basis.
- (d) Employees who are ~~on~~ lay-off in accordance with clause 14:06 shall, upon recall have reinstated the accumulated sick leave accrued to their benefit on the day of lay-off. An employee who has ~~been~~ on continuous lay-off for a period of ~~two (2)~~ years shall be entitled to receive a ~~cash~~ equivalent of ~~fifty~~ percent (50%) of the accumulated sick leave credits to a maximum of eighty (80) days (i.e. maximum payment of 40 days) calculated on the rate of pay at the time of lay-off.
- 19:02 (a) An employee who is absent from work for more than ~~five (5)~~ days because of illness ~~must~~ submit medical certification of ~~such~~ illness from a ~~qualified~~ physician. However, ~~the~~ Board may require ~~medical certification~~ where an employee is absent for ~~five (5)~~ or less days and ~~claims~~ such absence was due to illness. Medical certification must be submitted on a form provided by the Board. The Board will pay the actual cost of the medical certification up to a maximum of \$20.00.
- (b) In any relevant ~~case~~, the Board may require an employee to sign a release of medical information ~~to a doctor~~ selected by the Board with respect to the medical condition in question. ~~or~~ may require an employee to be examined by a ~~doctor~~ of the Board's choice. The Board shall pay the cost of the third party billing incurred in consulting a ~~doctor~~ selected by the Board.

- 19:03 Employees utilizing sick leave credits may be required to take part in the Board's Workplace Early Intervention Program (WEIP) and to sign a release of information to permit the Board to contact the employee's physician to facilitate this process. (See Appendix B – WEIP Program).
- 19:04 The Union agrees to negotiate and participate fully with the Board in the development and implementation of an attendance management program. Negotiations with the Board shall commence within three months following ratification of the collective agreement.
- 19:05 In the event of the death of an employee, a deceased employee benefit allowance of fifty percent (50%) of the unused portion of sick leave accruing to the deceased will be paid to the employee's legal representative or to the beneficiary named in the beneficiary form filed pursuant to the group insurance policy.
- 19:06 Termination Pay
- (a) Employees employed by the Upper Grand District School Board prior to October 1, 1977 who terminate voluntarily their service with the Board other than by retirement due to age will be paid five percent (5%) of their cumulative sick leave credits for each year of service after ten (10) years to a maximum of fifty percent (50%) (i.e. 50% after 20 years).
 - (b) Employees joining the staff of the Upper Grand District School Board on or after October 1, 1977 shall receive no payments of sick leave credits upon termination of their service with the Board.
- 19:07 Retirement Gratuity
- (a) Employees employed by the Upper Grand District School Board prior to October 1, 1972, who retire due to age or physical disability, or who take early retirement to pension after age sixty (60), will be paid fifty percent (50%) of the unused portion of sick leave accruing to their credit to a maximum of two hundred (200) days (i.e. maximum payment of 100 days) at their current rate of pay.
 - (b) Employees joining the staff of the Upper Grand District School Board on or after October 1, 1972, and before February 15, 2000, who retire due to age or physical disability, or who take early retirement to pension after age sixty (60), will be paid fifty percent (50%) of the unused portion of sick leave accruing to their credit to a maximum of eighty (80) days (i.e. maximum payment of 40 days) at their current rate of pay.
 - (c) For employees joining the staff of the Upper Grand District School Board after February 15, 2000, the Board will deposit a lump-sum payment of \$1000 into a group RSP plan on behalf of the employee on or before June 30 of the school year in which the employee completes his/her probationary period. It is the employee's responsibility to return the application form by May 31 in order that the amount may be deposited into the group RSP for that year. Failure to meet this deadline will result in the RSP payment being postponed until the following year. It is understood that apprentices are not entitled to the lump sum RSP payment.
 - (d) The Board will inform employees at the time of their retirement on the alternative methods of payment of retirement gratuity.
- 19:08 An employee who is unable to report to work because of illness or injury shall notify the team leader not later than three (3) hours before the starting time of the afternoon shift or

by the starting time of any other shift on which such absence commences. Employees who are off work shall keep the supervisor informed as to their return.

Workplace Safety and Insurance Board

- 19:09 An employee in receipt of a Workplace Safety and Insurance Board award for injuries suffered during the course of employment, shall be paid, in addition to the award, the difference between the amount of such award and the employee's normal salary or wages, unless Long Term Disability benefits apply, provided that such amount of difference is deducted from the employee's unused sick leave credit and the payments shall cease when the credit is exhausted.
- 19:10 An employee who is injured during working hours and is required to obtain treatment at a medical location, shall be paid the remainder of the employee's normal shift, without deduction from sick leave credits, provided that the examining physician states the employee is unable to finish his shift.
- 19:11 (a) An employee receiving payment for compensable injury under Workplace Safety and Insurance Board benefits shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement for a period of two (2) years. The Employer shall continue to pay its share of all premiums for employee benefit plans including the pension plan, based on one hundred percent (100%) of earnings for the period of Temporary Total Disability, and the employee shall continue to pay the employee's share of these benefits.
- (b) The Employer agrees that every employee returning from an absence due to a work-related injury for which Workplace Safety and Insurance Board benefits were payable shall be reinstated to the position the employee held on the date of injury provided that the employee is judged fit to resume their duties by a legally qualified medical practitioner. If such an employee cannot resume the employee's previous position, the Board shall place the employee in an available position which the employee is qualified to perform in the opinion of the Supervisor of Facility Services. If an employee is thus reinstated it shall be under the terms and conditions of this Agreement, as may be mutually agreed upon between the parties.
- In the event that the Board wishes to arrange for the return to alternate work of an employee who has a disability that constitutes a handicap (as defined in Section 9(b) of the Human Rights Code), the Board may, with the consent of the Local Union and the employee concerned, enter into an agreement which provides for a wage rate, benefits and/or hours of work less than those provided for in this Collective Agreement.
- 19:12 Employees will be notified of the amount of sick leave accruing to their credit once each year.
- 19:13 Long Term Disability
- (a) The Board will make available and administer a group Long Term Disability Program providing a benefit of sixty percent (60%) of the employee's basic wage rate (with provision for escalation when wage rates are changed) for all employees. The Union may, at any time, seek the advice of the Board's consulting actuary at no cost to the Union.
- (b) If an employee has been receiving Long Term Disability benefits and the insurer declines to continue them because of its contention that the employee is no longer disabled, the Board shall rehire such employees in his or her previous job classification under the terms

and conditions of this Agreement, as may be mutually agreed upon between the parties if the Board is unable to convince the insurer that the employee is, in fact, disabled. In order to be eligible for rehire under this clause the employee must provide a medical certificate indicating that the employee is able to return to employment.

- (c) Provided that Long Term Disability waiting period conditions have been satisfied and that a disability cheque has not been received after thirty (30) days following the end of the waiting period, then the Board will advance the amount of the expected disability payment that is due, to be recovered from the employee when the payment is received. In order to be eligible for payment under this clause, the employee must have sufficient sick leave credits accumulated to equal the value of the advance payment.
- (d) If the insurance carrier will not continue to provide Long Term Disability coverage, the Board shall not be liable for this and the failure to provide LTD coverage shall not be grievable.
- (e) Employees who carry Long Term Disability coverage through the Board and who apply for Long Term Disability benefits shall use their accumulated sick leave credits (if sufficient) during the waiting period for LTD.

Employees with seventeen (17) or more years of service as at **September 1st** who do not carry Long Term Disability coverage through the Board are limited to using a maximum of one hundred and twenty-five (125) days of accumulated sick leave for any one occurrence.

Employees with at least eight (8) years of service and less than seventeen (17) years of service as at **September 1st** who do not carry Long Term Disability coverage through the Board are limited to using a maximum of one hundred and fifteen (115) days of accumulated sick leave for any one occurrence.

Employees with less than eight (8) years of service as at **September 1st** who do not carry Long Term Disability coverage through the Board are limited to using a maximum of one hundred and five (105) days of accumulated sick leave for any one occurrence.

Notwithstanding the above, an employee who has a serious medical condition with a significant risk of death within twenty-six (26) weeks shall be entitled to use his/her accumulated sick leave balance up to the maximum cap (220 days). It is understood that, in order to be eligible to use the maximum accumulated sick leave, an employee must:

- Provide medical confirmation of the medical condition and the risk of death within twenty-six (26) weeks; and
- Comply with clauses 19:02 a), 19:02 b) and 19:03 of this collective agreement.

ARTICLE 20 – EMPLOYEE BENEFITS

20:01 The Board will pay one hundred percent (100%) of the premium, for all employees working twenty (20) hours per week or more, for the following plans presently in effect:

- (a) Private Hospital Room Coverage;
- (b) Extended Health with Drug Care, Vision Care (allowance to be \$200.00 bi-annually), and Hearing Care (allowance to be \$300.00 every four (4) years);
- (c) Group Life and Accidental Death Insurance with Dependent Life Option;

- (d) A paid-up Group Life Insurance policy in the amount of One Thousand dollars ~~(\$1,000.00)~~ for each employee on normal retirement to pension at age sixty-five ~~(65)~~ after a ~~minimum of fifteen~~ (15) years of service.
- 20:02 The Board will make available a group life insurance plan at two ~~(2)~~ times salary. It shall be a mandatory condition of employment that all new employees shall participate in the group life insurance plan at the closest date of entry. Optional group life insurance shall be made available to employees at no cost to the employer.
- 20:03 Each employee who reaches retirement age shall have the election of using the payment for sick leave credits split between a paid-up life insurance policy (in multiples of \$500.00) and a cash settlement
- 20:04 The Board will contribute the required statutory amount for employees enrolled in the Ontario Municipal Employees' Retirement System (for details concerning this ~~plan, please refer to the booklet entitled "Ontario Municipal Employees' Retirement System"~~).
- 20:05 All new employees shall receive the ~~benefits~~ covered in the Agreement at the beginning of employment with the Board, ~~or at the first opening dates where such apply, unless stated otherwise in the Agreement~~
- 20:06 Dental plan ~~with~~ benefits based on the previous year's Ontario Dental Association Fee Schedule. Major Restorative – reimbursed at 50%, including dentures, onlays, ~~crowns, bridgework and repairs to onlays, crowns and bridgework.~~ (limitations include "least cost course of treatment" and "missing tooth exclusion")
Orthodontic Treatment – reimbursed at 50% to \$1000 maximum for each completed course of orthodontic treatment.
- 20:07 An employee ~~who~~ takes early retirement to pension after age ~~fifty-five (55)~~ may continue to participate in the Group Extended Health Care and Dental Plans until age ~~sixty-five (65)~~ approved by the insurer and provided that the employee pays ~~the~~ full premium.
- 20:08 An apprentice shall be entitled to participate in the benefit plans as ~~defined~~ in clauses 20:01, 20:02, 20:04, 20:05 and 20:06. While the apprentice is away from work on the employee's educational component, benefits will be maintained ~~on~~ the same cost shared basis as ~~provided~~ in the ~~above-listed~~ clauses, limited to one (1) time each when on the Basic, ~~Intermediate~~ and Advanced Programs.

ARTICLE 21 – PAID HOLIDAYS

- 21:01 (a) The following days will be recognized as paid holidays:

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

In the event that Easter Monday is a school day, employees shall work on Easter Monday and will be given another day in lieu. Three (3) floating holidays will be taken in conjunction with the Christmas holiday period ~~on~~ dates to be designated by the Board.

And any other day proclaimed as a Public Holiday by the Federal, Provincial or Municipal Government. (see (b))

- (b) It is understood that a day proclaimed as a holiday by a Municipal Government would apply only to those employees working in the municipality that declared the holiday.
- 21:02 An employee will be paid for each of the above holidays at the regular rate of pay, provided that the employee works the shift immediately preceding and immediately succeeding that holiday, unless there is illness substantiated by a medical certificate or the employee has made some other arrangements satisfactory to the Board.
- 21:03 If any of the above holidays fall during an employee's vacation, the employee will be either granted another day off with pay or will be paid an additional day's pay at the normal rate of pay, such option to be at the discretion of the Board.
- 21:04 If any of the above holidays falls on a Saturday or Sunday, a Friday or Monday will be given in lieu.
- 21:05 Paid holidays for employees working less than forty (40) hours per week shall be paid on a pro rata basis.

ARTICLE 22 – VACATIONS

- 22:01 (a) For all employees, the vacation entitlement with pay shall be as follows:

Number of Years Service as of
June 30 of the Vacation Year Vacation with Pay

1 year but less than 3 years	-	2 weeks
3 years but less than 10 years	-	3 weeks
10 years but less than 18 years	-	4 weeks
18 years but less than 25 years	-	5 weeks
25 years or more	-	6 weeks

- (b) Vacations for personnel working less than forty (40) hours per week shall be on a pro rata basis in accordance with clauses 22:01(a).

Vacations for personnel having less than one (1) year of service as of June 30th of the vacation year will be entitled to vacation on a pro rata basis, i.e. 5/6th days vacation per month of service.

- (c) If an employee's anniversary date entitling the employee to vacation in accordance with clause 22:01(a) falls after the 1st of June, the employee will not be required to wait a year before being entitled to the extra week vacation, but will receive vacation on this basis:

Anniversary Date Falls In	Extra Days To Be Added To Current Entitlement as of June 30 th
i) July, August, September	5 days
ii) October, November, December	4 days
iii) January, February, March	3 days
iv) April, May, June	2 days

(i.e. – An employee who now gets two (2) weeks vacation and whose anniversary date for three (3) weeks vacation falls in October, would be entitled to two (2) weeks and four (4) days total vacation.)

Vacation entitlement, including extra days for anniversary date, will be outlined and forwarded annually to each employee.

- 22:02 (a) For caretaking employees working in elementary schools vacations will be taken normally during the regular three week summer shutdown period in July and/or August as established by the Board. Exceptions shall be where buildings and grounds require continuing care with a reduced staff, and for personnel who are entitled to additional weeks of vacation over three (3) weeks. For these exceptions, employees may take vacation at a mutually agreed upon time.
- (b) Caretaking employees working in elementary schools who have been continuously employed for more than five (5) years and less than ten (10) years as of June 30th, shall be required to take at least two weeks vacation during the regular summer *shutdown* period. The additional vacation time shall be taken at a mutually agreed upon time.
- (c) An employee, at the discretion of the Team Leader, may be allowed to take one (1) day of vacation at other than the normal vacation period for an emergency, provided that at least twenty-four (24) hours' notice has been given. In any one (1) vacation year, no employee shall be allowed more than five (5) such days at other than the normal vacation period.
- (d) When maintenance personnel work through the summer school holidays, they shall be entitled to take their vacation at a time mutually agreed upon.
- 22:03 When a rotation system is used for vacations, employees will be granted two (2) weeks vacation during the summer months on a rotation basis and the balance of vacation will be taken at a time mutually agreed upon by the employee and the immediate supervisor. The vacation schedule shall be posted by April 15th of the vacation year.
- 22:04 Apart from the regular three (3) week summer *shutdown* period, employees shall be required to submit all requests for vacation time, to their team leader in writing, at least five working days in advance of the requested vacation time off.
- 22:05 When an employee qualifies for sick leave as a result of being hospitalized during the employee's vacation period, there shall be no deduction from vacation credits for the time of hospitalization provided the employee provides proof of hospitalization (i.e. discharge certificate). The period of vacation so displaced because of hospitalization shall either be added to the vacation period or be reinstated for use at a later date.
- 22:06 If an employee who is entitled to vacation pay should resign, be discharged, or whose employment is otherwise terminated, the employee shall be paid on a pro rata basis vacation pay in accordance with clause 22:01(a) and clause 22:01(c) at whichever

vacation entitlement is applicable. In the event of death, such vacation pay shall be paid to the employee's estate.

22:07 All vacation credits must be utilized during the vacation year for which these credits have been provided.

Notwithstanding the above, where an employee has been absent for an extended period of time on Workplace Safety and Insurance Board benefits and, as a result, has been unable to fully utilize the employee's vacation credits, or will be unable to do so within the period for which these credits have been provided, the employee may request to carry over up to two (2) weeks vacation credits into the following vacation year. Such request is to be submitted in writing to the Team Leader prior to May 31st.

22:08 Where an employee has been absent for an extended period of time on Workers' Compensation and, as a result, has been unable to fully utilize the employee's vacation credits, or will be unable to do so within the period for which these credits have been provided, upon the employee's request, the Board may buy back up to ten (10) days of the employee's unused vacation credits in order to reduce the unused balance. Each employee eligible for vacation buy-back shall take a minimum of fifteen (15) vacation days in each vacation year, and in no event shall any of such fifteen (15) days, if not already utilized by the employee as vacation be eligible for the purpose of vacation buy-back. Such credit(s) shall be reimbursed at the rate in effect at June 30, at which time the vacation credit shall be reduced accordingly. Requests for such buy-back should be made in writing to the Executive Officer of Human Resources or designate by June 30.

ARTICLE 23 – HOURS OF WORK

23:01 (a) For maintenance personnel, eight (8) hours per day, five (5) days per week, Monday to Friday, totaling forty (40) hours per week.

(b) Day shift hours for Maintenance personnel shall be either 7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m. with a half-hour unpaid lunch break.

Each team leader shall determine which of the two shifts their department will work based on a majority vote of the employees in their department.

When required due to the nature of the work, the hours of work may vary from the normally scheduled hours with mutual agreement between the employee and the team leader.

During the school summer shutdown period, the hours are to be scheduled as designated by the Supervisor of Facility Services on the basis of four (4) ten (10) hour days, with one-half (1/2) hour unpaid lunch, Monday to Thursday, subject to change if a situation arises in a particular school where summer school classes are being held.

(c) Maintenance personnel shall be required to work afternoon shifts of eight (8) consecutive hours, if the need for seasonal scheduling of the maintenance programme is evident. Afternoon shifts shall not comprise more than twenty-five percent (25%) of any employee's annual employment. Notice of seventy-two (72) hours shall be given to employees before afternoon shift commencement: except that the employees required for snow removal may commence afternoon shift with six (6) hours notice.

- (d) When required, due to the nature of the work, maintenance employees working on an afternoon shift may be allowed to work a compressed work week of four (4) ten (10) hour days.

- 23:02 (a) For caretaking personnel, hours of work shall be eight (8) hours per day, five (5) days per week, for a total of forty (40) hours per week when employed on a full-time basis. Hours will be worked during the period of Monday to Friday. It is understood that this clause does not preclude Sunday evening shifts in secondary schools where required. In the event of the establishment of a new Sunday evening shift, the Board will discuss this with the Union prior to implementation.

During the school summer shutdown period, the hours of work are to be scheduled between the hours of 7:00 a.m. to 4:15 p.m. with one-half (1/2) hour unpaid lunch, Monday to Thursday.

On Fridays, in this summer shutdown period, the hours of work shall be 7:00 a.m. to 12:00 noon subject to change if a situation arises in a particular school where summer school is being held.

One caretaker is to remain in each secondary school for security on Friday afternoons until the school office is closed unless alternate arrangements have been approved by the team leader(s).

- (b) When a change of shift is to be made, employees shall be given seventy-two (72) hours notice by the Team Leader through the Head Caretaker prior to such change except in cases of emergency.
- (c) The Board does not guarantee the above normal or standard hours of work but will use its best efforts to provide forty (40) hours per week employment to seniority employees. Before any changes are made in the stopping or starting times or new and different shifts are established there will be prior notice to and discussion with the Union Negotiating Committee for the employees of the Upper Grand District School Board.
- (d) Except by mutual consent interval lapses shall not total more than two (2) hours time between portions of normal shift for full-time employees. This provision shall not apply to employees working less than thirty-five (35) hours per week.
- (e) Staff Caretakers, Probationary Caretakers and Cleaners shall work during regular hours in accordance with clause 23:02(a).
- (f) All Caretakers-in-charge shall attend during regular school hours as part of their eight (8) hour day in accordance with clause 23:02(a)

(NOTE - The parties agreed that the present practice in Dufferin as it existed on January 14, 2000 will continue and will be eliminated as vacancies occur.)

- (g) The Board will endeavour where practicable to replace caretaking staff when on leave of absence or when off sick.
- (h) There shall be no rotating of shifts unless discussed with the Union Negotiating Committee prior to implementation.
- (i) Summer hours will be permitted during the period schools are closed for the mid-winter break.

- 23:03** (a) Employees working other than day shift hours shall, in addition to the specified rest periods and wash-up period, have a thirty (30) minute lunch period as part of their eight (8) hour work period. Employees will not be required to work longer than four (4) consecutive hours without a fifteen (15) minute rest period.
- (b) An employee who reports for work at the regular starting time and place, and who has not previously been notified not to report, will receive a minimum of four (4) hours pay provided the employee was available for notification and that the employee is willing to work the four (4) hours.

ARTICLE 24 – OVERTIME

- 24:01** (a) All time worked in excess of the regular work day (8 hours; 10 hours in the summer) shall be considered overtime provided it has been authorized by the Supervisor of Facility Services on behalf of the Board. When approved, it shall be paid at the appropriate overtime rate.
- During the summer shutdown period, all time worked in excess of the regular work day (8 ¾ hours, Monday to Thursday, 5 hours on Friday) shall be considered overtime.
- (b) All employees who are called out to work overtime shall be paid a minimum of three (3) hours pay at the appropriate overtime rate if there is a lapse (other than that required for a meal) between the end of the employee's regular working hours and the overtime period.
- 24:02** Overtime on Monday to Saturday shall be paid at the rate of time and one-half.
- 24:03** Overtime on Sundays shall be paid at the rate of double time.
- 24:04** (a) Overtime on approved holidays, shall be paid at the rate of double time, in addition to the regular pay for that holiday.
- (b) Overtime worked on a Saturday, on a weekend in which an approved holiday occurs, shall be paid at the rate of double time.
- 24:05** (a) Overtime and call-back time shall be divided as equally as reasonably possible among the employees who are, in the opinion of the Board officials, qualified to perform the work that is available. First opportunity for overtime shall be given to employees who work at that work location. Employees shall have the option of receiving payment for any overtime or taking time off in lieu, as mutually agreed at the appropriate overtime rate.
- (b) The maximum number of hours that may be accumulated at any time in accordance with clause 24:05(a) is eighty (80). The maximum number of hours that may be taken in any calendar year shall be eighty (80) hours.
- (c) Employees shall be required to submit all requests for time off for overtime worked, to their Team Leader in writing, at least five working days in advance of the requested time off. In the case of a death or emergency affecting an immediate family member, the five days notice may be waived. The Team Leader, or designate, must be notified at the earliest possible time.
- (d) Employees shall not be required to lay-off during regular hours in order to equalize any overtime worked.

- 24:06 (a) A statement with respect to the Community Use of Schools and the method of payment for caretakers who are required to act on behalf of the Board for the Public Use of Schools, is contained in Appendix "A" of this Agreement.
- (b) Scheduling of shifts for community use will be as per the following process:
1. Employees wishing to work community use must indicate availability on the Board provided list;
 2. Available shifts will be offered by seniority on a rotational basis to on-site employees first. (Refusal counts as a rotational turn.);
 3. Employees scheduled to work during community use who cannot work the shift, must find a replacement employee at least 48 hours before scheduled use using the on-site list on a rotational seniority basis;
 4. The original employee will advise the Head Caretaker of the name of the replacement employee at least 48 hours prior to community use;
 5. Should no on-site employee be available to work, the team leader will attempt to contact employees on the Board provided regional list, on a rotational seniority basis, to offer the shift.
 6. In the event that no employee is available to work the community use shift, the Board reserves the right to assign the community use shift to the employee whose turn it was originally.
- It is understood that this procedure does not apply to clause 24.06(c).
- (c) CUPE acknowledges that if and/or when the City of Guelph funds the major retrofitting of the Centennial CVI swimming pool, the maintenance and caretaking responsibilities of Centennial Pool will be provided by the City of Guelph. However, the square footage of Centennial Pool will remain in the Centennial CVI square footage formula.

ARTICLE 25 – PREMIUMS

- 25:01 A premium shall be paid for all hours of any shift which starts after 12:00 noon and before 6:00 p.m. This shift shall be called the "afternoon shift". The premium to be paid is fifty-nine cents (\$0.59). Any shift eligible for the shift premium shall be six (6) consecutive hours, or longer.
- 25:02 A premium shall be paid for all hours of any shift which starts after 6:00 p.m. and before 6:00 a.m. This shift shall be called the "night-shift". The premium to be paid is sixty-seven cents (\$0.67). Any shift eligible for the shift premium shall be six (6) consecutive hours, or longer.
- 25:03 For purposes of overtime rates of pay, shift premiums shall not be pyramided.
- 25:04 A premium shall be paid to an employee when the employee is instructed to lead or direct the work of two (2) or more employees for a period of four (4) hours, or more. The premium to be paid is fifty-nine cents (\$0.59) per hour. The employee so assigned will receive direction from the appropriate supervisor.

25:05 Each Head Caretaker of a school with more than one (1) portable classroom will receive a premium of twenty-four cents (\$0.24) per hour for the four (4) months of December to March inclusive.

Where there is more than one (1) full-time caretaking employee at that school, the per hour premium will be equally divided among the caretaking personnel who are responsible for snow shovelling or cleaning portables.

25:06 Maintenance employees who do not currently hold an "A" license and are required by the Board to have an "A" license will be reimbursed for the cost of the test upon successful completion of the test. The Board will reimburse the employee up to a maximum of \$50.00 towards the cost of the medical required for the "A" license.

ARTICLE 26 – WASH UP AND REST PERIODS

26:01 There shall be two (2) fifteen (15) minute rest periods in each shift and a five (5) minute allowance for wash up prior to the end of an eight (8) hour shift. Employees working longer than four (4) consecutive hours will be entitled to a fifteen (15) minute rest period for each four (4) consecutive hours worked.

ARTICLE 27 – SAFETY PROVISIONS AND CLOTHING

27:01 (a) It is mutually agreed that both parties will co-operate to the fullest extent on the prevention of accidents and in the promotion of safety and health. The Board will make reasonable provisions for the safety and protection of the health of the employees, and acknowledge recommendations of a committee of stewards appointed by the Union.

(b) The Board will establish a phone call system for employees working alone on a night shift.

(c) The Union will have four (4) members on the Joint Health and Safety Committee. The Committee shall be allowed a total of five (5) days per year to attend Union sponsored Health and Safety related conferences and seminars.

(d) The wearing of protective footwear at work is a mandatory condition of employment. The Board will reimburse each employee up to a maximum of one hundred and fifteen dollars (\$115.00) per year for approved protective footwear, upon receipt of proof of purchase(s).

27:02 (a) Once each school year, beginning with the 2003/04 school year, employees will be allotted 100 points with which to purchase uniforms from the Board as per the following chart. Points not used in one year may be carried forward for use in the following year.

DESCRIPTION OF ITEM	POINTS
Ladies' pants	20
Men's pants	19
100% cotton twill pants (if available)	23
Polyester pants (if available)	30
Workshirt - short sleeved	18
Workshirt - long sleeved	19
Workshirt - tall	20
T-shirt	10

Sweat shirt	22
Winter jacket	45
Winter parka	45
Twill coverall	36
Duck Lined Overall	50
Twill Shop Coat	25

- (b) Provide, ~~as~~ required for all maintenance employees, one (1) set of coveralls and one winter jacket, where necessary, as determined by the Supervisor of Facility Services or designate.
 - (c) Employees who fail to wear or fail to use the safety equipment required for their job shall be subject to disciplinary action.
- 27:03 (a) New employees hired between September 1st and March 31st will receive 100 points for uniform purchase. New employees hired between April 1st and August 31st will receive 50 points for uniform purchases.
- (b) It shall be the responsibility of the employee to launder the uniform garments regularly and to mend and keep them in first class condition. If an employee's uniform is not in satisfactory condition as determined by the Team Leader, the employee will be required to purchase a uniform and to pay the full replacement cost.
 - (c) All employees shall be required to wear the provided uniform during working hours. Uniforms provided by the Board must be worn only during travel to and from work and during working hours.

ARTICLE 28 – JOB DESCRIPTIONS

- 28:01 The Board will provide the Union with job descriptions within sixty (60) days of ratification of the collective agreement.

ARTICLE 29 – GENERAL CONDITIONS

- 29:01 The Board shall provide bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 29:02 At the beginning of employment, the Board will provide each new employee with a copy of the Collective Agreement and the OMERS and Benefit Plan booklets. The cost of printing the collective agreement shall be shared equally between the Board and the bargaining Unit.
- 29:03 No discipline records shall be used against an employee providing the employee's record has been clear for a period of two (2) years.
- 29:04 The Union will not engage in Union activities during the working hours or hold meetings at any time on the premises of the Board without the permission of the Supervisor of Facility Services or designate first being obtained.
- 29:05 Information will be sent to C.U.P.E. Local 256 on all matters of policy which will affect working conditions or the employee benefits of its members.
- 29:06 Employees are responsible for providing to the Human Resources Department their current home address and phone number and updating this information when it changes.

ARTICLE 30 -JURY DUTY

- 30:01** The Board agrees to pay an employee who is required to serve as a juror or court witness the difference between normal earnings and the payment received for jury service or court witness. The employee shall present proof of service and the amount of pay received.
- 30:02** 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 31 - LIST OF EMPLOYEES

- 31:01** The Union President and Secretary-Treasurer shall be notified in writing within two (2) weeks of all appointed hirings, lay-offs, permanent transfers, recalls and terminations of employment including that of students. The Board further agrees to notify the Union of the name, address and place of work of all new employees. The Board will supply two (2) complete mailing lists of all members to the President and Secretary-Treasurer each year in the month of September.

ARTICLE 32 -TOOLS

- 32:01** Craftsmen, Technicians and Electricians are required to furnish their own basic work tools.
- 32:02** The Board shall pay for sharpening the staff Journeymen's handsaws
- 32:03** The Board will replace all Journeymen's, Head Caretaker's and night supervisor's tools that are broken during Board time on Board designated tasks.
- 32:04** A tool purchase and use allowance will be provided to all Maintenance staff, Head Caretakers, Caretakers and full-time Cleaners who are required to do minor repairs. This allowance will be in the amount of \$100.00 and will be paid once each calendar year.

ARTICLE 33 - MILEAGE AND TRAVELLING TIME

- 33:01** When an employee is required by the Board to use the employee's own vehicle for transportation from one of the Board's maintenance facilities to a job site, or between job sites, the employee shall be paid mileage according to Board policy.
- 33:02** In the event that a caretaking employee is required to do relief work throughout the school board ~~district~~, the employee shall be responsible only for mileage to the employee's regular place of employment; from such point the employee shall receive mileage according to Board policy.
- 33:03** An employee required by Board business to be outside of the jurisdiction of the Upper Grand District School Board during a meal period will be granted a meal allowance, in accordance with Board policy.

ARTICLE 34 - RESPONSIBILITY

- 34:01 (a)** A caretaker will normally provide heating system inspection on winter weekends and holidays at the caretaker's own discretion, having regard for the danger of freeze-up due to heating system failure. The caretaker shall be paid at the rate of four hundred dollars

(\$400.00) per year, payable on the first full pay period following May 1st. It is understood that a caretaker is not required to remain at home every weekend and holiday to be available for heating system inspection. In the event of illness the caretaker must notify their Team Leader. In the event that the caretaker will be otherwise not available the caretaker must notify their Team Leader, or caretakers among themselves may be allowed to pool their inspection. Should repairs be found necessary, the caretaker is authorized either to make the repairs or to call the designated phone number and leave pertinent information. The caretaker will be paid for the time spent at the appropriate overtime rate.

(b) On-Call Tradespersons

In order to assure that all systems are operational, the Board will establish an on-call group of volunteer appropriate trades to make themselves available for week long duty. The remuneration for the on-call duty shall be eight (8) hours pay per week at the employee's regular rate or time in lieu. Employees who are on-call on a statutory holiday or a Board designated floater holiday will be paid an additional four (4) hours pay per day at the employee's regular rate.

If an on-call tradesperson is required to respond to a call by visiting the site, the employee will be paid the appropriate overtime rate as stated in the collective agreement.

(c) Employees who hold at least two of the following recognized trade licenses/certificates shall be entitled to a four hundred dollar (\$400) lump sum payment for each of the following recognized trade licenses/certificates on the first full pay period following September 1st of each year in recognition of the additional trade certification. Recognized trade licenses/certificates are defined as follows: journeyman plumber, journeyman electrician (Construction Maintenance and Industrial), journeyman millwright, gas fitter 1 or gas fitter 2 and journeyman refrigeration mechanic. In order to qualify for this payment employees must provide proof of licenses/certificates to the Human Resources Department within four months of date of hire or within four months of achieving additional licenses/certificates.

ARTICLE 35 – GENERAL

- 35:01 (a) When retirements occur, the Board will not contract out any school or maintenance work which can be completed by its own staff, unless there are other changes required because of operational requirements.
- (b) The Board may, at its discretion, hire students for labouring jobs for a period not to exceed four (4) consecutive months. The Board shall notify the Union of the school, college or university the student is attending.
- 35:02 (a) Information will be sent to C.U.P.E. Local 256 on all matters of policy which will affect working conditions or fringe benefits of its members.
- (b) The Bargaining Unit will reply in the affirmative or negative within thirty (30) calendar days from the date of notification, and at the same time request a meeting, if desired, for further information and discussion of the policy.

ARTICLE 36 – SUPERVISION RATE – CARETAKING EMPLOYEES

- 36:01 (a) In secondary schools with four (4) or more employees, the rate will be twenty-five cents (\$0.25) per hour per area unit of 19,500 square feet and pro-rated for portions of units to the nearest 2,000 square feet where shift supervision occurs.
- The total supervision allowance will be divided, with two-thirds (2/3) payable to the Head Caretaker, and one-third (1/3) payable to the Shift Supervisor responsible to the Head Caretaker.
- (b) Elementary schools:
- Employees required to supervise one or more employees shall be paid a supervision rate as follows:
- Three hundred and thirty-five dollars (\$335.00) per annum per area unit of 19,000 square feet over the basic unit, and pro-rated for portions of units per to the nearest 2,000 square feet over or under the basic unit. The first basic unit (19,000 sq. ft.) shall not be counted in the calculation of the supervision rate.
- 36:02 If an employee is assigned to a supervisory position, the employee shall receive the appropriate salary rate for the position.

ARTICLE 37 – THE “SQUARE FOOT AREA SYSTEM”

- 37:01 The system is based upon the following:
- (a) The area of a building shall be taken as the total area on each floor within the exterior walls and shall include all areas used for any purpose that requires housekeeping.
 - (b) The number of caretaking personnel in elementary schools shall be based on a floor area of 19,000 square feet per Caretaker or 10,250 square feet per Cleaner
 - (c) The number of caretaking personnel in secondary schools shall be based on a floor area of 19,500 square feet per Caretaker.
 - (d) Adjustment of staff to meet special or unusual circumstances may be made for any building, at the discretion of the Supervisor of Facility Services.

ARTICLE 38 – QUALIFICATIONS

- 38:01 Groundskeeper with valid land extermination licence shall receive a premium equivalent to Lead Hand premium May to September Inclusive. of fifty-nine cents (\$0.59) per hour. •

ARTICLE 39 – RATES OF PAY

Effective January 1, 2004 the hourly rates are:

	Starting Rate	3 Months
Maintenance III	16.36	17.40
Maintenance IV	20.50	21.82
Technician - Mechanical/Electrical	21.94	23.37
Technician - Mechanical	20.48	21.80
Technician - Electrical	21.37	22.73
Technician - Shop	20.59	21.90
Auto Mechanic	20.48	21.80
Brick & Stone Mason	20.21	21.48
Carpenter	19.78	21.04
Painter	17.65	18.79
Groundskeeper	16.60	17.65
Groundskeeper- Assistant	15.16	16.13
Storeperson-in-Charge	16.22	17.26
Storeperson I	15.71	16.71
Storeperson II	15.15	16.12
Engineer	15.16	16.13
Caretaker	15.16	16.13
Cleaner	14.70	15.63
Head Caretaker	16.04	17.07
Shift Supervisor	15.30	16.28
Staff Caretaker	15.16	16.13
Caretaker - Engineer's Papers	15.16	16.13
Caretaker - Unassigned	15.16	16.13
**Cleaner - Elementary Schools	14.70	15.63
Cleaner - Unassigned	14.70	15.63

*All engineers shall receive a responsibility allowance of two dollars and eighty-six Cents (\$2.86) per hour.

** Cleaners actively at work during the Spring, Christmas or Summer cleanup will receive the rate of pay equivalent to the staff caretakers' rate.

When assigned to Type I and/or Type II asbestos work the assigned maintenance employee qualified for such removal will receive a premium of \$3.00 per hour in addition to that employee's hourly rate.

Apprenticeship Program - 5 year

1st year – 50% of the Tradesperson rate
2nd year – 60% of the Tradesperson rate
3rd year – 70% of the Tradesperson rate
4th year – 80% of the Tradesperson rate
5th year – 90% of the Tradesperson rate

Apprenticeship Program - 4 year

1st year – 60% of the Tradesperson rate
2nd year – 70% of the Tradesperson rate
3rd year – 80% of the Tradesperson rate
4th year – 90% of the Tradesperson rate

Apprenticeship Program - 3 Year

1st year - 66.6% of the Tradesperson rate
2nd year – 77.7% of the Tradesperson rate
3rd year – 88.8% of the Tradesperson rate

Effective September 1, 2004 the hourly rates are:

	Starting Rate	3 Months
Maintenance III	16.52	17.57
Maintenance IV	20.71	22.04
Technician - Mechanical/Electrical	22.16	23.60
Technician – Mechanical	20.68	22.02
Technician – Electrical	21.58	22.96
Technician – Shop	20.80	22.12
Auto Mechanic	20.68	22.02
Brick & Stone Mason	20.41	21.69
Carpenter	19.98	21.25
Painter	17.83	18.98
Groundskeeper	16.77	17.83
Groundskeeper – Assistant	15.31	16.29
Storeperson-in-Charge	16.38	17.43
Storeperson I	15.87	16.88
Storeperson II	15.30	16.28
"Engineer	15.31	16.29
Caretaker	15.31	16.29
Cleaner	14.85	15.79
Caretaker–In–Charge	16.20	17.24
Shift Supervisor	15.45	16.44

Staff Caretaker	15.31	16.29
Caretaker - Engineer's Papers	15.31	16.29
Caretaker - Unassigned	15.31	16.29
**Cleaner - Elementary Schools	14.85	15.79
Cleaner - Unassigned	14.85	15.79

*All engineers shall receive a responsibility allowance of two dollars and eighty-nine Cents (\$2.89) per hour.

** Cleaners actively at work during the Spring, Christmas or Summer cleanup will receive the rate of pay equivalent to the staff caretakers' rate.

When assigned to Type I and/or Type II asbestos work the assigned maintenance employee qualified for such removal will receive a premium of \$3.00 per hour in addition to that employee's hourly rate.

Apprenticeship Program

1st year - 50% of the Tradesperson rate
 2nd year - 60% of the Tradesperson rate
 3rd year - 70% of the Tradesperson rate
 4th year - 80% of the Tradesperson rate
 5th year - 90% of the Tradesperson rate

Apprenticeship Program - 4 year

1st year - 60% of the Tradesperson rate
 2nd year - 70% of the Tradesperson rate
 3rd year - 80% of the Tradesperson rate
 4th year - 90% of the Tradesperson rate

Apprenticeship Program - 3 year

1st year - 66.6% of the Tradesperson rate
 2nd year - 77.7% of the Tradesperson rate
 3rd year - 88.8% of the Tradesperson rate

Effective January 1, 2005 the hourly rates are:

	Starting Rate	3 Months
Maintenance III	16.69	17.75
Maintenance IV	20.92	22.26
Technician - Mechanical/Electrical	22.38	23.84
Technician – Mechanical	20.89	22.24
Technician – Electrical	21.80	23.19
Technician– Shop	21.01	22.34
Auto Mechanic	20.89	22.24
Brick & Stone Mason	20.61	21.91
Carpenter	20.18	21.46
Painter	18.01	19.17
Groundskeeper	16.94	18.01
Groundskeeper– Assistant	15.46	16.45
Storeperson-in-Charge	16.54	17.60
Storeperson I	16.03	17.05
Storeperson II	15.45	16.44
*Engineer	15.46	16.45
Caretaker	15.46	16.45
Cleaner	15.00	15.95
Head Caretaker	16.36	17.41
Shift Supervisor	15.60	16.60
Staff Caretaker	15.46	16.45
Caretaker- Engineer's Papers	15.46	16.45
Caretaker– Unassigned	15.46	16.45
**Cleaner • Elementary Schools	15.00	15.95
Cleaner – Unassigned	15.00	15.95

*All engineers shall receive a responsibility allowance of two dollars and eighty-nine Cents (\$2.89) per hour.

** Cleaners actively at work during the Spring, Christmas or Summer cleanup will receive the rate of pay equivalent to the staff caretakers' rate

When assigned to Type I and/or Type II asbestos work the assigned maintenance employee qualified for such removal will receive a premium of \$3.00 per hour in addition to that employee's hourly rate.

Apprenticeship Program

1st year - 50% of the Tradesperson rate
2nd year - 60% of the Tradesperson rate
3rd year - 70% of the Tradesperson rate
4th year - 80% of the Tradesperson rate
5th year - 90% of the Tradesperson rate

Apprenticeship Program - 4 year

1st year - 60% of the Tradesperson rate
2nd year - 70% of the Tradesperson rate
3rd year - 80% of the Tradesperson rate
4th year - 90% of the Tradesperson rate

Apprenticeship Program - 3 Year

1st year - 66.6% of the Tradesperson rate
2nd year - 77.7% of the Tradesperson rate
3rd year - 88.8% of the Tradesperson rate

Effective July 1, **2005** the hourly rates are:

	Starting Rate	3 Months
Maintenance III	16.77	17.84
Maintenance IV	21.02	22.37
Technician - Mechanical/Electrical	22.49	23.96
Technician - Mechanical	20.99	22.35
Technician - Electrical	21.91	23.31
Technician - Shop	21.12	22.45
Auto Mechanic	20.99	22.35
Brick & Stone Mason	20.71	22.02
Carpenter	20.28	21.57
Painter	18.10	19.27
Groundskeeper	17.02	18.10
Groundskeeper - Assistant	15.54	16.53
Storeperson-in-Charge	16.62	17.69
Storeperson I	16.11	17.14
Storeperson II	15.53	16.52
Engineer	15.54	16.53
Caretaker	15.54	16.53

Cleaner	15.08	16.03
Head Caretaker	16.44	17.50
Shift Supervisor	15.68	16.68
Staff Caretaker	15.54	16.53
Caretaker- Engineer's Papers	15.54	16.53
Caretaker- Unassigned	15.54	16.53
**Cleaner - Elementary Schools	15.54	16.03
Cleaner - Unassigned	15.08	16.03

*All engineers shall receive a responsibility allowance of two dollars and eighty-nineCents (\$2.89) per hour.

** Cleaners actively at work during the Spring, Christmas or Summer cleanup will receive the rate of pay equivalent to the staff caretakers' rate.

When assigned to Type I and/or Type II asbestos work the assigned maintenance employee qualified for such removal will receive a premium of \$3,00 per hour in addition to that employee's hourly rate.

Apprenticeship Program

- 1st year - 50% of the Tradesperson rate
- 2nd year - 60% of the Tradesperson rate
- 3rd year - 70% of the Tradesperson rate
- 4th year - 80% of the Tradesperson rate
- 5th year - 90% of the Tradesperson rate

Apprenticeship Program - 4 year

- 1st year - 60% of the Tradesperson rate
- 2nd year - 70% of the Tradesperson rate
- 3rd year - 80% of the Tradesperson rate
- 4th year - 90% of the Tradesperson rate

Apprenticeship Program - 3 year

- 1st year - 66.6% of the Tradesperson rate
- 2nd year - 77.7% of the Tradesperson rate
- 3rd year - 88.8% of the Tradesperson rate

ARTICLE 40 – APPRENTICESHIP PROGRAM

40:01 Any candidate for an apprenticeship position, internal or external, shall have the following minimum qualifications:

- (a) Ontario Secondary School Diploma (30 Credits) OR Equivalent (Grade 12 Diploma in five (5) year program equivalent),

- (b) a demonstrated aptitude related to the program applied for, and
- (c) the Board agrees any internal applicant may write a Grade 12 equivalency exam.

- 40:02 An employee who fails to advance to the next step of the program shall not receive an increase as per Article 39 but shall remain at that level of the program until successful completion of the step in accordance with The Apprenticeship and Tradesmen's Qualification Act, Regulation 36, Sections 18 and 19. No employee shall suffer loss of wages, benefits or seniority due to unsuccessful completion of a program step.
- 40:03 The Board agrees that an apprentice shall be paid as per clause 21:01 to a total of forty (40) hours per week for all time spent in obtaining their trade certificate, excluding the educational components of their program. An employee may not claim for overtime during any educational section of their program.

ARTICLE 41 – REDEPLOYMENT COMMITTEE

- 41:01 There shall be a CUPE redeployment committee consisting of up to four (4) members appointed by the Board and up to four (4) members appointed by the Union.
- 41:02 The Committee shall review the declaration of surplus positions prior to layoff procedures being initiated.
- 41:03 In the event of staff reductions within the bargaining unit which results in the redeployment of staff, the committee shall propose the time lines to be followed and implementation of the procedure contained within the Layoff and Recall Article of this agreement.
- 41:04 Meetings of the committee shall be held during regular working hours.
- 41:05 Time spent by committee members attending redeployment committee meetings shall be considered as time worked.

ARTICLE 42 – WATER WORKS DUTIES

- 42:01 Effective March 1, 2002, employees who are required to take the Operation of Small Drinking Water Systems Course will be supplied with the material for the course free of charge and will be paid \$200.00 upon providing proof of passing the examination.

ARTICLE 43 -TERMINATION CLAUSE

- 43:01 This Agreement shall be in effect from January 1, 2004 and shall remain in effect until August 31, 2005 and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect from year to year thereafter. However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement provided that agreement to any such changes shall not be, in any way, construed as affecting the provisions of Article 12 (No Strike or Lockout).
- 43:02 Notice that amendments are required or that either party intends to terminate the Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration of this Agreement or any anniversary of such.

- 43:03 Notwithstanding the period of notice cited in clause 43:02, either party may notify the other, in writing within the period commencing April 1 and at least thirty (30) days prior to the expiration date that it desires to negotiate with a view to renew, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 43:04 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice, if requested to do so.
- 43:05 This Agreement shall remain in full force during bona fide negotiations.
- 43:06 Following ratification and after signing of the formal Agreement, copies of the Agreement shall be distributed within thirty (30) days to all employees covered by this Agreement.

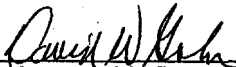
ARTICLE 44 – AMALGAMATION AND MERGER PROTECTION

- 44:00 In the event that the Upper Grand District School Board amalgamates with any other Board of Education the Upper Grand District School Board will make every reasonable effort to secure continued employment for members of CUPE Local 256 who were in its employ at the time of amalgamation and to make its best effort to ensure the retention of seniority.

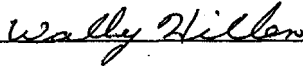
DATED at Guelph, Ontario this 13 day of October, 2004.

On behalf of the Board

On Behalf of the Union



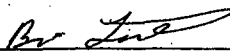
 Chairperson of the Board





 Director of Education





APPENDIX "A"

To be appended to the Agreement, as per clause 24:06 of the Agreement.

- 1) Payment for an employee, in any classification, required to act on behalf of the Board for public use of schools shall be paid at the basic Head Caretaker rate and at overtime rates when applicable, as per the Agreement clauses 24:01 to 24:04 inclusive.
- 2) (a) The application form for public use of schools has a space for signature by the Head Caretaker so that the Head Caretaker is informed of all applications for public use of schools. Principals shall receive direction that this space is to be signed prior to final approval of the application. The application will not be approved without the signature of the Head Caretaker, whether the employee's service is required or not.

(b) It shall be the responsibility of the Principal or a Board Official to determine whether ~~a~~ not a caretaker is required to be on duty during the user's occupation of the school, also to ~~determine~~ if a caretaker is required to unlock the school for the user and to check the security after the user has left.
- 3) It is agreed that caretakers-in-charge are to continue estimating the time required to work connected with public use of schools, but would claim for and be paid for the actual hours spent, be it more or less than the estimate. The estimate will include time required to set up and remove equipment or furniture if required by the user as well as time required for cleaning and security check. The Board will pay the caretaker for such overtime, which is to be reported on a caretaker's overtime sheet. The Board will apportion these charges where they properly belong. When the user elects to do the cleaning, the caretaker will instruct the user as to the location of equipment and waste receptacles.
- 4) When unscheduled or non-estimated clean up ~~is~~ required after improper use, the caretaker is allowed to use the employee's own judgement rather than wait for inspection of the Principal or the Supervisor. If overtime has been encumbered, the Principal shall be informed and shall sign the caretaker's overtime sheet. The Board, through the Principal and Board staff, shall continue to ~~determine~~ the standard of caretaking required and the hours to be worked in obtaining or maintaining an acceptable standard.
- 5) Caretakers shall make secure all facilities not in active use before leaving the school. If the school is still in use, the caretaker must make his/her departure known to the user and also advise the areas that the user must secure. The caretaker is not responsible for security beyond his/her working hours unless asked to perform by the Principal or a Board Official. Any breach of security through extra curricular or public activity, discovered by ~~the~~ caretaker, must be reported in writing to ~~the~~ Principal, the Supervisor of Facility Services, the Chief of Operations and the Director.
- 6) Board use of schools shall consist of any activity conducted by or on behalf of the Principal or the Board. It may be drama club, photo club, athletic council, students' council, School Council, or any in-school organization operating with ~~the~~ sanction of the Principal. Any of these organizations may or may not, in the judgement of the Principal encumber overtime.
- 7) It shall be the responsibility of ~~the~~ Head Caretaker to organize the distribution of work ~~so~~ that wherever possible duplication of caretaking will not be required by reason of public use of school facilities.

UPPER GRAND DISTRICT SCHOOL BOARD
Workplace Early Intervention Program (WEIP)

Purpose Statement

The Upper Grand District School Board and its Employee Groups are committed to maintaining a supportive workplace environment. The goal of the program is to return employees to their pre-injury/illness job. Every effort will be made to provide suitable and meaningful work for any employee unable to perform regular duties as a result of a work or non-work related injury or illness.

Overview of the Program

Once a period of absence commences, employee and Principal/Supervisor maintain regular contact to remind the employee about the program and to identify whether the absence will result in some limitations or need of return to work assistance.
Once the fifth day of absence is reached, the Principal/Supervisor notifies the WEIP Coordinator of the absence.
The WEIP Coordinator reviews available information and may request that the employee have his/her physician or therapist complete a form which details functional limitations.
Employee and Principal/Supervisor and/or WEIP Coordinator maintain ongoing communication geared to identifying when the employee will be able to return to productive work and what special needs he/she may have.
Once functional information is received, WEIP Coordinator reviews and assesses whether return to work is reasonable and what special needs might exist, and: <ul style="list-style-type: none"> ▪ If medical status is not improved/stable, makes a note to follow up in the future, or; ▪ If appropriate, notifies the Principal/Supervisor to work with the employee, as well as the WEIP Coordinator, if applicable, to develop a return to work plan which sets out duties and working hours/days as well as time targets, and/or; • Consults with the Benefit coordinator to decide whether an LTD application package should be provided to the employee.
Employee returns to work and the return to work plan is implemented, if applicable. The Principal/Supervisor and/or the WEIP Coordinator monitor the plan to ensure everything is progressing on schedule. The employee notifies the Principal/Supervisor or the WEIP Coordinator immediately if there are any concerns emerging.
The return to work plan is completed and the employee returns to his/her regular, pre-injury/illness job. The Principal/Supervisor continues to monitor for a short period to ensure the employee can manage full duties.
In the event that the employee has a permanent impairment and cannot return to his/her regular, pre-disability job, the Program Coordinator will liaise with the Executive Officer of Human Resources and other appropriate parties to locate a suitable permanent placement.

PROCEDURES

A. FOLLOW-UP PROCESS:

- When an employee is absent from work, he/she is responsible for developing a schedule for ongoing contact with the Principal/Supervisor, and to call in or meet with the Principal/Supervisor at the agreed upon times. The purpose of the contact is to maintain a workplace connection, by keeping the employee up-to-date with events at the workplace and to remind the employee about the program. In addition, the employee will be responsible for providing information about any-expected limitations or return to work assistance that may be necessary. An employee may, at any time choose to maintain contact with the Early Intervention Program Coordinator directly.
- If an employee has been absent for a period of 5 or more working days, the Principal/Supervisor will notify the Program Coordinator. The Principal/Supervisor will continue to be responsible for maintaining contact with the employee thereafter, and to keep the Program Coordinator up-to-date.
- In the event the employee notifies the Principal/Supervisor of a planned absence for medical reasons, the Principal/Supervisor should notify the Program Coordinator right away. This will allow for early return to work planning to begin, even before the employee misses the first day of work.

DETERMINING THE FEASIBILITY OF RETURN TO WORK

- The program Coordinator will decide when it is appropriate to request information about functional limitations which may inhibit the employee's ability to work at his or her regular job. The employee will be provided with a form to take to his/her designated health care provider for completion.
- Once the completed form is received, the Program Coordinator will review the information, and make an assessment about return to work potential. The Program Coordinator will notify the Principal/Supervisor of the results, and will obtain any further updates on the employee's condition that the Principal/Supervisor may have.

RETURN TO WORK:

1. Return to **Regular Duties:**
 - In many situations, the employee will return to his/her pre-disability job with no need for assistance. While these returns are straightforward, the Principal/Supervisor will still check with the employee and, if appropriate, remind the employee about the program and the assistance that is available if problems occur. In addition, the Principal/Supervisor will provide information about the return to work to the WEIP Coordinator for program measurement purposes.
2. Return to **Modified Duties:**
 - In other situations, the employee will not be able to return to his/her pre-disability job right away, but will be capable of performing work that is suitable to the limitations or restrictions which might result from the disability. In these situations, return to work assistance may be necessary to help build strength and stamina to prepare for return

to regular duties. Return to work assistance may include any or all of changed duties, reduced hours or changed shifts.

- a) For straightforward situations the Principal/Supervisor and the employee may simply agree on and implement the required modifications. The Principal/Supervisor is responsible for letting the Program Coordinator know about the assistance that has been provided, and for how long. The Principal/Supervisor will also be responsible for monitoring the employee's progress regularly throughout the period of assistance and for several days after return to regular duties to ensure there are no concerns.
- b) For more complex situations, the Program Coordinator will work with the Principal/Supervisor and the employee to design and implement a return to work plan. The employee has the right to request the involvement of his/her collective bargaining agent in these discussions. The resulting plan will be documented and signed by the employee, Principal/Supervisor and the Program Coordinator. The Principal/Supervisor and employee are responsible for implementing the plan and monitoring the employee's progress. Where concerns arise, the Program Coordinator will be notified by the employee or Principal/Supervisor and will assist, as necessary, in resolving the concern(s).
 - Infrequently, an employee will be permanently disabled and will never be able to return to his or her regular, pre-disability job. In these situations, the Program Coordinator will be responsible to work with the Executive Officer of Human Resources and other appropriate parties to seek alternate job duties for the employee, in accordance with standard Board of Education policy.

3. ***Involvement of External Parties:***

- The WEIP Coordinator will:
 - determine when it is appropriate to involve external parties;
 - assist with gaining access to the medical system when requested to do so by the employee.

B. **MAKING APPLICATION FOR LONG TERM DISABILITY**

- Benefits staff in Human Resources will identify when an employee has been absent for a period which approximates one-half the LTD qualifying period. In consultation with the WEIP Coordinator, they will determine when it is appropriate for the employee to complete an application for LTD benefits and will provide a package to the employee.
- Completed LTD applications may be forwarded by Human Resources staff or sent directly to OTIP, who will be responsible to forward the application to the insurer and to follow up on any missing information. In addition, OTIP will monitor the insurer's decisions and will assist the LTD applicant as necessary.
- The WEIP Coordinator will represent the Board at regular case review meetings with the insurer, OTIP, WSIB, etc., as applicable. The goal of the meetings is to provide updates to all parties on the progress being achieved by employees who are absent, are on modified work programs and/or are on disability benefits.

LETTER OF UNDERSTANDING

Between

UPPER GRAND DISTRICT SCHOOL BOARD

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 256

Re: Clause 38.01(a) – Steve Manger and Dale Bain

As per the Memorandum of Settlement for the collective agreement in effect for the period of January 1, 2004 to August 31, 2005, clause 38.01(a) was deleted from the collective agreement.

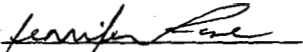
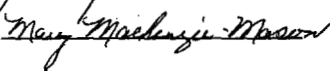
The previous clause 38.01(a) read as follows:

38.01(a) All Caretakers with Engineer's Papers holding Fourth Class Engineer's Papers shall receive thirty-one cents (\$0.31) per hour over the Basic Rate of Pay.

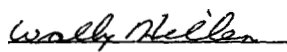

This will confirm that the parties have agreed that Steve Manger and Dale Bain will continue to receive the 4th class engineer premium as long as they continue to hold 4th class engineers papers and remain employed as caretakers with the Board.

Signed this 20th day of October, 2004 at Guelph, Ontario.

FOR THE BOARD

FOR THE UNION

LETTER OF UNDERSTANDING

Between

UPPER GRAND DISTRICT SCHOOL BOARD

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 256

RE: Lead Hand Assignment

The parties mutually agree to the following terms and conditions as outlined herein as it relates to lead hand assignment and premiums.

1. Whereas when the Board deems that a permanent lead hand position is required, the position will be posted as per Article 15 of the collective agreement.
2. That the successful incumbent will receive any premiums for the lead hand position as per Article 25 of the collective agreement upon start of the position.
3. Further, the parties agree that employees who have been appointed to permanent lead hand positions will continue until such time as they leave their current position. This shall not be construed as limiting the Board's ability to restructure should circumstances require this.

Signed this 20th day of April, 2004 at Guelph, Ontario.

FOR THE BOARD

Jennifer Lee
Mary Magdon-Mason
[Signature]
[Signature]
Michael Keenan
Cory Harrison
R. Denton
Bruce Clayton
[Signature]

FOR THE UNION

Ross Napley
[Signature]
[Signature]
[Signature]
[Signature]
Jill A Smyth
Wally Hillen
[Signature]

44