



COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1176**

AND

BLUEWATER DISTRICT SCHOOL BOARD

EFFECTIVE

SEPTEMBER 1, 2004 TO AUGUST 31, 2007

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THIS AGREEMENT made and entered into this 5th day of February, 2005.

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as "the Union")

AND

BLUEWATER DISTRICT SCHOOL BOARD
(hereinafter referred to as "the Employer")

ARTICLE I - PURPOSE

1.01

The purpose of this Agreement is to provide orderly collective bargaining relations between the employer and its employees covered by this Agreement through the Union to secure prompt and fair disposition of grievances, to secure the efficient operation of the employer's business without interruption or interference with work and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

ARTICLE II - SCOPE AND RECOGNITION

2.01

The parties agree that the Canadian Union of Public Employees, and its local 1176 is the exclusive bargaining agent for the following employees .

All Custodians and Maintenance staff employed by the Bluewater District School Board, save and except, supervisors, foreman , persons above the rank of supervisor and foreman, students **employed** during the **school** vacation period, cooperative education students and those performing community service orders.

2.02 Definitions

2.02.01

"Employee" means a person employed by the employer who is a member of the bargaining unit described in clause 2.01 of the Agreement. For the purpose of this Agreement, two types of employees shall be recognized, namely full-time employees and part-time employees.

2.02.02

"Full-Time Employees" shall mean a person employed by the employer who is a member of the bargaining unit and working a regular forty (40) hour week.

2.02.03

"Part-Time Employees" shall mean a person employed by the employer who is a member of the bargaining unit and who is working less than a forty (40) hour week.

2.02.04

"Casual Employee" shall mean a person employed by the Employer who is a member of the bargaining unit and does not work a regular number of assigned hours or days per week but works when called in by the employer to do so. A casual employee may be Employed on a regular basis for a period of 4 months; such period may be extended by mutual agreement between the parties. This employee will **be** paid at the custodial start rate for periods in excess of 4 months on the same assignment and will **be** returned to the casual rate upon completion of the assignment. Someone called in to relieve a "Regular employee" shall be classified as a casual employee for a period of 4 months and such period may **be** extended by mutual agreement between the parties.

2.02.05

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

ARTICLE III - MANAGEMENT RIGHTS

3.01

The Union recognizes and acknowledges that it is the function of the employer to manage the operation and direction of the working forces of the employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:

3.01.01

maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and **regulations** to be observed by employees:

3.01.02

hire, retire, classify, direct, transfer for other than disciplinary reasons, demote, lay off, discipline, suspend or discharge employees, provided that the exercise of any of the rights in this Article **may be** subject to a grievance and be dealt with as hereinafter provided:

3.01.03

generally to manage the services and operations in which the Board **is** engaged, and without restricting the generality of the foregoing, to determine the number and locations of establishments, to **determine** the work to be performed, and the scheduling of such work, and the methods and work procedures to be followed.

3.01.04

To determine the number of hours to be worked related to a square footage formula set at the start of the school year, following consultation with the Union, and appendix to this agreement.

3.02

The employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of the Agreement.

ARTICLE IV - RELATIONSHIP

4.01

No discrimination, intimidation, harassment or coercion will be practiced or permitted by either the Board or the Union, or any of their officers or representatives, against any employee by reason of sex, sexual orientation, race, colour, ethnic origin, age, language, religion, handicap or by reason of membership or activity in the Union or for exercising any of their lawful rights.

4.02

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by bargaining unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, privatized in whole or in part to any other plant, person, company or non bargaining unit employee, if such action will result in a reduction of hours or lay-off of employees covered by this agreement.

4.02.01

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any **jobs** which are included in the bargaining unit except in cases agreed to by the Union.

4.03

Non-bargaining unit employees shall not perform the work normally performed by members of the bargaining unit. This provision will not prohibit providing instructions the training of new employees or the handling of emergency situations. For the purpose of clarification, the term non-bargaining unit employees shall mean those employees excluded from the bargaining unit in clause 2 01

ARTICLE V - UNION SECURITY

5.01

As a condition of their continued employment, all employees who are now members of the Union shall remain members in good standing of **the** Union **in** accordance with the new Constitution and by-laws of the Union. The parties hereto mutually agree that new employees, including casuals, covered by this Agreement, shall become **members** in good standing in the Union and shall pay union dues.

5.02

The Union will not, nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the employer without the permission of the office of the Manager of Plant Services.

5.03

During the term of this Agreement, the employer agrees to deduct regular monthly Union dues, as certified by the Union to be currently in effect according to the by-laws of the Union, from the wages of Union members and to remit the amount **so** deducted to the local Union Treasurer of the Canadian Union of Public Employees not later than the 15th day of the month following the months such deductions were made. The union will save the Board harmless in respect of any deductions or remittances made pursuant to the Article. The Employer agrees to furnish once every six (6) months addresses (as indicated on TD1 Return) of all employees covered by this Agreement.

ARTICLE VI - NO STRIKE OR LOCK OUT

6.01

In view of the orderly procedure established by this Agreement for the **settling of** disputes and the handling of grievances the Union **agrees** that during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout. Strike or lockout **shall** be as defined in The Labour Relations Act, R.S.O. 1990, C.L-2 and amendments thereto.

6.02

Any employee who violates Article 6.01 may be subject to discipline, including discharge.

ARTICLE VII - REPRESENTATION

7.01

The employer will recognize a Grievance Committee consisting of not more than four **(4)** employees, one (1) of whom shall be the Chair, plus one (1) secretary, and a National Union Representative may be present, for the purpose of investigating and processing grievance in accordance with the Grievance Procedure set out in this Agreement.

7.02

The employer will recognize a Negotiating Committee of not more than five (5) employees **plus** one (1) secretary and a National Union Representative, for the purpose of representing the bargaining unit at any negotiations for the renewal of the this Agreement. The Union will endeavor to retain the same Negotiating Committee during the negotiating process

7.03

The Union will recognize a Negotiating Committee of not more than six (6) Management Representatives.

7.04

The employer will recognize **as** members of committees only employees who have acquired at least six- (6) months seniority. The Union shall notify the employer of the employees' names and the committees of which they are members. Recognition of committee members by the employer is not required until such notification has been received.

7.05

No committee members shall leave their work to investigate or process any grievances or to negotiate with the employer without the prior consent of the office of the Manager of Plant Services or designate. In addition, a committee member must have the consent of the Manager of Plant Services before entering any department or school to conduct Union business. Such consent shall not be unreasonably withheld. Where permission has been

granted to representatives of the union to leave their employment temporarily, in order to carry on negotiations with the employer, or with respect to a grievance they shall suffer no **loss** of pay for the time **so** spent.

7.06

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

7.07 Safety and Health

7.07.01

All work shall **be** performed according to the provisions of the Occupational Health and Safety Act. Safety Committees shall be continued in accordance with the Act with the cooperation and participation of the Union. Nothing in the above shall prevent the Union from bringing the matters relating to Health and Safety to the Manager of Plant Services or designate or from exercising any option available to them under the Occupational Health and Safety Act of Ontario as amended from time to time.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.01

The purpose of this Article is to establish a procedure for **the** settlement of grievances. A grievance shall be defined **as** any dispute or difference arising out of the alleged violation, application, administration or interpretation of the provisions of the Agreement.

8.01.01

All grievance correspondence from the employer shall be sent to the local CUPE President.

8.02

An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss the grievance providing specific details of the alleged contravened Articles with the employee's immediate supervisor. Such employee shall be accompanied by the employee's area steward unless the employee specifically directs the area steward *otherwise*. Such a complaint shall be brought to the attention of the immediate supervisor within five (5) working days of the incident giving rise to the complaint except in the case of a complaint involving computation of pay, in which case the complaint must **be** filed in writing within five (5) working days after the receipt of pay. The immediate supervisor shall render the decision verbally within five (5) working days of receiving the complaint. The immediate supervisor shall mean the immediate supervisor outside the bargaining unit.

Step I

Should the employee be dissatisfied with the immediate supervisor's disposition of the complaint The area steward may refer such matter on a written grievance form supplied **by** CUPE within five (5) working days of receipt of the immediate supervisor's reply to the complaint The complaint shall now constitute **a** formal grievance at Step I The Manager of Plant Services shall answer the grievance in writing within five (5) working days of receipt of the grievance at Step I The grievance shall specify the Article clause and subsections of which violation **is** alleged, contain **a** precise statement of the facts relied upon indicate the relief sought, and **be** signed by the employee Should the grievance rely solely on Article 3 of the Collective Agreement **as** the article violated the grievance shall be considered a step two grievance and be forwarded to the Administrator of Employee Relations

Step II

Should the Union be dissatisfied with the disposition of the grievance at Step I the grievance may be referred to the Administrator of Employee Relations within five (5) working days of receipt of the Manager of Plant Services' reply to Step I The Administrator of Employee Relations shall answer the grievance in writing within five (5) working days of receipt of the grievance at Step II

Step III

If no settlement is reached **at** Step II, the Grievance Committee of the Union will meet with the Director of Education of the Board within five (5) working days of receipt of the reply of the Administrator of Employee Relations to discuss the grievance. A National Union Representative may be in attendance at this meeting. If the grievance **is** not settled within five (5) working days, it may be referred to arbitration **as** hereinafter provided.

Prior to the grievance being arbitrated the union **reserves** the right to review the matter with trustees.

By agreement of the parties, grievance mediation will also be considered.

8.03

The employer may initiate **a** grievance beginning at Step III of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and in the format prescribed in Step I. Any grievance may be referred to arbitration.

8.04

The Union may initiate a grievance at the second step, on behalf of the bargaining unit, notwithstanding the provisions of clause 8.02 except that this clause will not allow the Union the right to file **a** grievance on behalf of an individual employee or group of employees, other than **a** group of employees at one specific location.

8.05

Employees who are covered **by** this Agreement shall be required to follow the procedures laid down in Article VIII and any employee who appeals directly to any Trustee, Senior Manager/Supervisory Officer of the employer shall thereby forfeit all rights under this article.

8.06

Any grievance not processed through to the next stage of the Grievance Procedure within the time specified shall **be** deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the employer and the Union

8.07

No grievance may be submitted concerning the **termination** of employment, layoff or disciplining of **a** probationary employee, except a grievance filed under Article (IV) Relationship

8.08

Should the grievance **be** denied, the employer will endeavor to explain or indicate the reasons for such denial, in writing

ARTICLE IX - DISCHARGE AND SUSPENSION CASES

9.01

An employee who is suspended for three (3) days or less shall **be** given the reason(s) for such suspension verbally, at that time, and promptly thereafter in writing with a copy to the Union. A grievance of a suspension will commence at Step I.

9.02

An employee who is discharged or suspended for more than three (3) working days will **be** given the **reason(s)** in writing promptly, with a copy to the Union and can confer with the area steward on the employer's premises. A grievance may be **filed** at Step II of the Grievance Procedure within three (3) working days after such discharge or suspension.

9.03

No employee shall be discharged without just cause.

9.04

Where **a** grievance which is filed under Article 9 **is** not settled and **duly** comes before an Arbitration **Board**, the Board may make a ruling:

9.04.01

confirming the employer's action;

9.04.02

reinstating the employee with compensation for regular time lost; or

9.04.03

disposing of the grievance in any other manner which they consider to be just and equitable.

9.05

An employee shall be notified in writing, with a copy to the Union, of any expression of dissatisfaction concerning the employee's ~~work~~ within fifteen (15) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time.

9.06

The record of an employee shall not be used against the employee at any time in the following instance:

9.06.01

When twelve (12) months have elapsed since a suspension or letter of reprimand for violation of Article XVI, clause 16.04, provided there has been no recurrence of a similar and/or any other infraction.

9.06.02

Prior to removing proof of disciplinary action from an employee's file, after the twelve (12) month period, a committee comprised of three (3) Board Members and three (3) Union Representatives will review the individual cases and **make** recommendations thereon.

ARTICLE X - ARBITRATION

10.01

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other party within ten (10) working days of the reply under Step III. The recipient party shall within ten (10) working days, advise the other of the name of its appointee to the Arbitration Board.

10.02

The two (2) appointees so selected shall, within fifteen (15) working days of the appointment of the second of them or at a time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient party fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chair, within the time limit, the appointment shall be made by the Office of the Adjudication, Ministry of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chair shall govern.

10.03

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10.04

Each of the parties hereto will bear the expenses of an Arbitrator appointed by it and the parties will jointly share the expenses of the Chair of the Arbitration Board, if any.

10.05

The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.

10.06

Either party may request the services of a sole Arbitrator and if the parties agree, the case shall be heard by the sole Arbitrator, however, all other conditions as set forth in this Article will prevail.

ARTICLE XI - SENIORITY**11.01**

Seniority is the principle of granting preference to employees in accordance with length of continuous service with the employer. For the purpose of this agreement, seniority shall be on a unit wide basis and shall mean the length of continuous service with the Board or predecessor Board, which has been amalgamated or merged with the Board.

11.02

Employees shall serve a probationary period of six (6) months of active employment before acquiring seniority rights which shall then date back to their last respective date of starting to work with the employer. Probationary employees may be discharged without entitling the employee to recourse to the grievance procedure, with the exception of a grievance under Article IV. Service, as a casual employee shall not be included in computing the six (6) month probationary period.

11.03

Seniority lists will be supplied to the Union and posted on the bulletin board on January 1st and July 1st of each year of the Agreement. The name of the school shall be shown beside the employee's name.

11.04

Seniority, once established for an employee, shall be forfeited under the following conditions:

11.04.01

if the employee voluntarily quits;

11.04.02

if the employee is discharged and not reinstated through the Grievance Procedure.

11.04.03

if the employee fails to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement;

11.04.04

if twenty four (24) months have elapsed from the day of the layoff: or

11.04.05

if the employee is absent from work for more than three (3) working days without notifying the employer. This provision shall not apply when such absence is beyond the employee's control.

11.04.06

absence due to illness or accident where such absence exceeds the greater of:

11.04.06.01

the employee's unused sick leave credits plus one (1) year: or

11.04.06.02

twenty four (24) months;

11.05

An employee receiving Long Term Disability benefits who is about to forfeit **seniority** rights under 11.04.06.01 or 11.04.06.02 shall have the opportunity prior to **loss** of seniority to be examined by the employee's doctor in conjunction with the Board's doctor in order to ascertain the ability of the employee to return to work.

11.06

If, in the opinion of the doctors, the employee will be totally disabled for a further extended period of six (6) months, then the employee could be terminated.

11.07

If, in the opinion of the doctors, the employee should be able to return to work within a six (6) month period, the employee shall not lose seniority rights.

11.08

In the event an employee is suspended as a disciplinary measure, the employee shall retain all seniority rights when the penalty terminates.

11.09

Employees transferred to a position outside of the bargaining unit shall, upon being transferred back into the bargaining unit by the Board, retain seniority previously accumulated in the bargaining unit. For vacation purposes only, accumulated service with the Board shall count.

ARTICLE XII - JOB POSTING

12.01

When any of the jobs within the bargaining unit become vacant, the employer **will** post a notice of the **vacancy** for a period of five (5) working days in all schools and maintenance shops covered by the Collective Agreement. The notice will specify the nature of the **job**, the shift, location, qualifications required and the rate of pay. An employee who wishes to be considered for the position **so** posted shall signify by making formal application in accordance with the provisions of the posting.

12.02

Vacancies that have been satisfied by job posting as in Clause 12.01 which leaves a vacancy in the custodian classification, shall be posted once, with further resulting vacancies in the custodian classification being satisfied either by:

12.02.01

current employees who have given prior notice in writing of a desire for more hours or change of location (seniority rules),

12.02.02

at the discretion of the Board

12.03

Job postings required during the months of July and August will be mailed to the home address of members eligible for lateral or promotional transfer as in clause 12.04. as well as being posted in all schools and maintenance shops

12.04

A Head Custodian Secondary, Head Custodian Elementary or Assistant Head Custodian with seniority wanting to transfer within their permanent classification to another location in the same classification may indicate such by completing a "Request for Transfer" form and sending it to the Plant Services Department. All requests are to be received no later than the 10th working day of September of each year. and will remain active until the 10th working day of September of the following year

12.04.01

When a position becomes vacant as in clause 12.01 and before posting, the "Requests for Transfer" will be reviewed. Providing the employee has an acceptable work record he/she will be transferred in accordance with this article. Should more than one acceptable person request a transfer to the same tocation, seniority shall be the determining factor.

12.04.02

Where a promotional move transfer, where transfer of the applicants would mean a promotion, then the knowledge, training, skill and ability of the applicants shall be the determining factors for the interview committee as to which applicant is successful. If the above determining factors of the applicants are equal, then seniority shall be the determinant.

12.04.03

If the job is not filled as a result of the posting, the employer reserves the right to hire externally.

12.05

Should the transfer or promotion prove unsatisfactory within twenty (20) working days, the employee may apply to or may be required to be returned to the employee's former job when another suitable employee can be found to fill the position, and in such case, the employee shall be returned to the employee's former position at the former rate of pay

12.05.01

Any employee transferred or promoted as a result of the original promotion shall be returned to his/her former position and rate of pay likewise.

12.06

Except in the case of a promotional opportunity, any employee who has successfully bid under this Article shall not be entitled to bid on a posted job or transfer for six (6) months from the date of the employee's successful bid, except with the permission of the Administrator of Employee Relations.

12.07

Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or temporary promotions and temporary vacancies shall not be deemed to be vacant for the purposes of the Article.

12.08

The Union shall be notified as soon as possible of all appointments, hires, layoffs, transfers, recalls, and termination's, of employment of all persons in the bargaining unit.

12.09

No permanent employee will be transferred without the employee's consent unless the Employer feels that circumstances warrant approaching the Union to attempt to resolve the matter. Failing resolution, the Employer may exercise the transfer provisions specified in Management Rights, Article (3)

12.10

- a) When not more than five (5) extra hours per week are created in a work location, such hours shall be offered to the employees within the work location on a seniority basis, provided such additional hours do not result in an employee being scheduled for more than forty (40) hours per week.
- b) Notwithstanding Article 12.10 a), a junior employee who has suffered a loss of hours as a result of a staffing formula change or removal of portables shall be offered the additional hours prior to the application of Article 12.10 a)

ARTICLE XIII - LAYOFFS AND RECALLS

13.01

A layoff shall be defined **as a** reduction in the hours of work or number of employees.

13.02

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

13.02.01

If the employee **has not had** the opportunity to work the days provided in clause 13.02, the employee shall be paid for the days for which work was not available.

13.03

In the event it becomes necessary to reduce the workforce, the **employee(s)** with the least seniority at that affected location will be laid off, provided that the **employee(s)** retained are qualified to perform the work available. However, the laid off **employee(s)** will be entitled to:

13.03.01

Displace an employee with **less** seniority in the same job classification within the District.

13.03.02

Displace an employee with less seniority in a job classification the laid off employee is qualified to perform within the District.

13.03.03

Displace the employee with the least seniority in the lowest job classification within the District.

13.04

In applying clause 13.03 of the Article, it must be understood it will be done in accordance with the District Seniority List and the employees retained must be qualified and competent to perform the work available in order that the operation will remain effective, efficient and with the minimum of disruption.

13.05

An employee with seniority who **is** forced to accept a transfer to another location may accept a layoff in preference to accepting a transfer to another location.

13.06

An employee laid off in accordance with clause 13.05 must accept a recall to any location provided that all other laid off employees have been recalled. It **is** understood that where more than one employee has exercised clause 13.05, the employee with the least seniority will **be** the first recalled, unless an employee with more seniority has informed the Administrator of Employee Relations of intent, in writing, to accept the next vacancy.

13.07

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

ARTICLE XIV - BULLETIN BOARDS

14.01

The Union may have the use of a bulletin **board** in the plant premises for the purpose of posting notices relating to the Union's business.

ARTICLE XV - CORRESPONDENCE

15.01

All correspondence between the **parties**, arising out of this Agreement or incidental thereto, shall be **addressed as follows:**

15.01.01

To the Employer: Administrator of Employee Relations, Bluewater District School Board.

15.01.02

To the Union: Recording Secretary. The Union will notify the employer in writing of the name and address and of any change that may occur from time to time.

ARTICLE XVI - BOARD RULES

16.01

For the well being of all employees and the proper operation and care of Board property, it is agreed that rules and regulations governing the conduct of employees are necessary.

16.02

The following rules and regulations or offences are not intended to be complete, and it is recognized and agreed that the Board **may take** appropriate action to deal with other forms of misconduct, **and** to ensure the continued operation, safety, and health standards of the property of the Board.

16.03

Violation of the following rules **will** be cause for discipline in the form of suspension, discharge or **such** other action **as** may be deemed necessary in the circumstances.

16.03.01

Employees must obey an order given and perform the task assigned by the employee's immediate supervisor unless such order represents a threat to the employee's health and safety or the health and safety of others.

16.03.02

An employee must not knowingly improperly use or remove from the Board premises, without permission, any material, supplies, tools, or other property of the Board.

16.03.03

An employee must not steal property belonging to any employee or to the Board.

16.03.04

Possession and/or use of alcoholic beverages, and/or restricted drugs on Board time or on any Board property is forbidden. An employee cannot report to work while under the influence of either drugs and/or alcohol.

16.03.05

An employee must not leave the employee's place of work without authorization during the employee's scheduled working hours.

16.03.06

An employee must not act in an immoral or indecent manner

16.04

Violation of any of the following rules will be handled in the following manner. However, progressive discipline need not necessarily result from violation of the same rule.

16.04.01 Rules

16.04.01.01

Continued substandard work;

16.04.01.02

Improper performance of the **job** assigned;

16.04.01.03

Loafing or sleeping on Board time;

16.04.01.04

Carelessness or negligent care of plant equipment

16.04.01.05

Creating unsanitary conditions;

16.04.01.06

Horseplay;

16.04.01.07

Chronic absenteeism or lateness.

16.04.02 Discipline

16.04.02.01

First Offense - Documented Verbal

16.04.02.02

Second Offense - Written Warning

16.04.02.03

Third Offense - Discharge, suspension or such other action as may be deemed necessary in the circumstances.

ARTICLE XVII - HOURS OF WORK AND OVERTIME17.01 Hours of Work

17.01.01

Employees who work more than two (2) hours in the morning and/or afternoon. will be entitled to a fifteen (15) minute rest period, for each such period worked. as designated by the school principal.

17.01.02

The regular work week shall consist of forty (40) hours **per week** Monday to Friday inclusive. It shall consist of five (5) consecutive eight (8) hour shifts. Such shifts will be the same time period each day for five (5) consecutive days.

17.01.02.01

A paid lunch period of one half hour (during which the employee shall remain in the school) shall be included as part of the evening shift longer than six (6) hours.

17.01.03

The parties may, by mutual agreement, adopt a normal work week for certain full-time classifications other than forty (40) hours and five (5) eight (8) hour days, with a maximum of a two (2) hour lunch period. Any **such** agreement shall **be** confirmed in writing.

17.01.04

When a vacancy occurs and **is deemed** not to be a vacancy as **in** clause 12.07, employees shall **be** temporarily transferred to those vacancies of a higher classification in the same category to allow the employee to acquire the knowledge, **skills** and training and to enhance the ability of the individual for consideration when a vacancy does become available in that classification. Trainees shall be selected by seniority through school group training lists by the Manager of Plant Services who will distribute "on the job training opportunities" in a manner consistent with the replacement training program as established through the Labour/Management Committee. The employee, during the temporary transfer, will receive the higher job classification rate of pay. The Manager of Plant Services (or designate) will evaluate the trainee during and at the end of the trainee's assignment for the purpose of ascertaining qualifications in order to **be** placed by seniority on the job classifications promotion list. It must **also** be understood that a trainee not meeting the expectations of the Manager of Plant Services and/or the immediate supervisor, will be returned to the employee's original position and that this return cannot be grieved.

17.01.05

The employer does not guarantee to provide work for an employee for regularly assigned hours or for any hours.

17.01.06

The hours of work for each school shall be posted by the employer.

17.01.07

An employee reporting for work on the employee's regular shift **shall** be paid the employee's regular rate of pay for the entire period of work, with a minimum of two (2) hours' pay if the employee does not commence work and a minimum of three (3) hours' pay if the employee does commence work. The provisions of this paragraph shall not apply in the event of strikes, power failures, or other conditions beyond the control of the employer, which prevent the employer from providing work.

17.01.08

All maintenance personnel shall be assigned to a home base shop. Travel, both to and from the **job site(s)** assigned for the day will be on Board time.

17.01.09 Higher clarification

In the event that an employee is asked to work in a higher classification the employee **shall** receive the higher rate of pay for any or all hours worked.

17.01.10

In the event that a workplace is closed due to unforeseen reasons, the employer reserves the right to place regular employees temporarily at an alternate site.

17.01.11

In the event that a Maintenance employee is asked to take on additional responsibilities the employee shall receive the regular rate of pay plus a .70 cent per hour premium for any or all hours worked.

17.02 Overtime

17.02.01

All authorized overtime hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of time and one-half the straight hourly rate. All authorized hours worked on Sunday or on a paid holiday (as listed in 18.01 and 18.02) shall **be** paid for at two (2) times the regular straight time hourly rate. This provision shall apply to hours worked in respect of schools or other premises which have been rented by the Board to any third party.

17.02.02

The employer will endeavor to distribute overtime as evenly as practicable amongst the employees in the school concerned providing employees are willing and qualified to do the required work.

17.02.03

An employee who is called back to work, in order to meet emergency conditions, after working a full 8-hour shift (or agreed upon extension, 17.01.03) and after the employee has left the employer's premises, will receive the greater of the following:

17.02.03.01

two (2) hours' pay at overtime rate;

17.02.03.02

the overtime rate for all authorized time worked as a result of the call-in; one-half hour to be the minimum part hour credited.

17.02.04

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

17.02.05

Overtime may also be taken in lieu time off at equivalent to premium rate, consistent with Plant Department regulations:

Custodial

- two (2) weeks maximum to be banked;
- end of June closure of overtime bank;
- mutually agreed scheduling; and
- based on third party events.

Maintenance

- one (1) weeks maximum to be banked;
- end of June closure of overtime bank; and
- mutually agreed scheduling.

ARTICLE XVIII - PAID HOLIDAYS

18.01

The following days, and any other day(s) proclaimed as a legal holiday by either the Federal or Provincial Government, shall be paid holidays for employees at their regular rate of pay, provided in each instance that each day continues to be a holiday and that as part of the employee's schedule the employee has worked the previous and following day in relation to the observed day, or has been absent on vacation, or due to a legitimate illness or with permission of the employer

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day - July 1st	Boxing Day

18.02

Employees covered under this Agreement shall be entitled to one (1)-floating holiday in addition to those public holidays mentioned in 18.01. The floating holiday shall be taken at a time mutually agreed upon by the local Union on behalf of the members, and the Board. It is understood that if and when a public holiday is proclaimed by either the Federal or Provincial Government the floating holiday shall be eliminated on January 1st of the year the proclaimed holiday comes into effect.

18.03

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

ARTICLE XIX - VACATIONS

19.01

Employees shall receive the annual vacation with pay in accordance with their years of service **as follows:**

19.01.01

An employee with less than one (1) year of service shall receive ~~one~~ (1) day's vacation for each month of service to a maximum of ten (10) days.

19.01.02

Two (2) weeks vacation after one (1) year of service,

19.01.03

Three (3) weeks vacation after three (3) years of service,

19.01.04

Four (4) weeks vacation after nine (9) years of service,

19.01.05

Five (5) weeks vacation after seventeen (17) years of **service,**

19.01.06

Six (6) weeks vacation after twenty-four (24) years of service,

19.02

For the purpose of computing vacation, the length of time shall be based from the date of employment to June 30th.

19.02.01

For the purpose of calculating vacation pay, the employee will receive an amount equivalent to a regular weeks earnings at the time vacation is taken for the number of weeks' entitlement, as established in this Article.

19.02.02

It is understood that for purposes of computing vacation entitlement, employees hired to start work on the first work day in July, shall **be** deemed to have started work on July 1st.

19.03

On the employee's 3rd, 9th, 17th **and** 24th anniversary date of service, the employee will be granted the 3rd, 4th 5th and 6th week of vacation entitlement as established in 19.01.03 through 19.01.06, to be taken in accordance with clause 19.06, effective the first day of July following the anniversary.

19.03.01

On the employee's 3rd, 9th, 17th and 24th anniversary date of service, those employees whose anniversary date is not July 1, will receive for each full month of service to the following July 1, one half (1/2) **day** of vacation credit, to a maximum of five days.

19.04

Should an employee have taken a leave of absence without **pay** during **the twelve** (12) months immediately prior to June 30th, weekly vacation pay shall be calculated **as follows:** Subtract the total number of hours lost from total number of hours that would have been worked based on the employee's regular weekly hours, plus the addition of any overtime hours worked by the employee during the twelve month period.

19.05

Vacation lists shall be posted by April 1st of each year

19.06

Vacations shall be during the summer recess in July and August of each year for all full time and part-time

staff except that those employees who **qualify** for more than three (3) weeks may take the balance of vacation at a time mutually agreed upon with the Manager of Plant Services. An employee shall be entitled to receive **his/her** vacation in **an** unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

19.07

Should an employee's vacation be interrupted due to serious illness, the employee shall have the option of postponing **the** employee's **vacation** upon presentation of a doctor's certificate and upon approval substitute sick leave for vacation, which may be taken at a later date.

19.08

If more than one employee at a given location apply for **vacation entitlement** during the same **period or partial** period, the employee with the most seniority will be given preference and where more than one employee at that location have the same seniority date, an official document in the employee's file with the earliest date shall suffice, provided approval for vacation leave is forthcoming.

19.09 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, the vacation period will be adjusted so that the full vacation entitlement is allotted to that employee.

19.10 Vacation Pay on Termination

An employee **shall** be entitled to a proportionate payment of salary or wages in lieu of any unused vacation when the employee terminates employment.

ARTICLE XX - RETIREMENT

20.01

Retirement Age - employee's 65th birthday, but each employee may continue duties until the following June 30th, save and except conditions outline in clause 20.03.

20.02

The employer shall have the right to ask for and receive a medical certificate at any time on the mental and/or physical condition of the employee granted an employment extension under article 20.03.

20.03

The employer reserves the right to grant extensions on a year to year basis to employees who have reached retirement age, subject to conditions outlined in clause 20.02.

20.04

Each employee in the bargaining unit working more than 700 hours per year shall as a condition of employment, join the Ontario Municipal Employees' Retirement System (OMERS) Plan

ARTICLE XXI - SICK LEAVE

21.01

An employee shall accumulate 100% of the unused portion of sick leave from the previous year to a maximum of 260 days. Each full time employee shall be credited with *two* (2) days sick leave for every month employed. If an employee is employed only part of a month, the two (2) days shall be prorated. For employees whose normal work year is 10 months, sick leave shall be earned on the basis of 20 days per year.

21.02

Absence under this plan shall apply only to sickness or physical or emotional disability certified by a medical practitioner or approved under the Regulations governing leave of absence.

21.03

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) or hours absent on sick leave as defined in clause 20.02.

21.04

No employee who ~~is~~ absent from work due to pregnancy leave shall be deemed to be sick for the purpose of this Article, and therefore, employees absent from work due to pregnancy shall not be entitled to any benefit under the cumulative sick leave Plan.

21.05

An employee prevented from performing the employee's regular work with the employer on account of an occupational accident that *is* recognized by the Workplace Safety and Insurance Act as compensable within the meaning of the Insurance Act, shall receive from the employer the difference between the amount payable by the Workplace Safety and Insurance Act and the employee's regular salary. Such difference shall be chargeable to the employee's sick leave account. If sick credits have been exhausted at the beginning of or during an absence covered by Workplace Safety and Insurance Act, the employee shall be paid the regular Workplace Safety and Insurance rate by and at the discretion of the Workplace Safety and Insurance Act.

21.05.01

An employee prevented from performing the employee's regular work with the employer due to an occupational illness or accident shall have a physician or therapist complete a WSIB Functional Abilities form.

21.06

The employer shall keep a sick leave register for each employee. All employees will be advised annually as to the amount of accumulated sick leave. The employee has the right to inspect the employee's record at a time agreed upon with the Payroll Supervisor.

21.07

For the purpose of sick leave the accumulation year begins on the 1st day of September of any year.

21.08

In the event of a dispute, grievance procedures shall be followed.

21.09

When an employee is given leave of absence without pay for any reason, or is laid-off on account of lack of work and returns to work upon expiration of such leave of absence, etc., the employee shall retain the employee's cumulative credit, if any, existing at the time of such leave or lay off.

21.10

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of four (4) working days, certifying that such employee ~~is~~ unable to carry out his/her duties due to illness. However, should an employee have continued absences of less than four (4) working days, the Administrator of Employee Relations has the right to request a medical certificate for such absence.

21.11

An employee, with seniority, who has used up all of the employee's sick leave credits prior to being eligible for Long Term Disability Benefits, may apply in writing to the Administrator of Employee Relations for additional sick days.

21.11.01

The Administrator of Employee Relations may grant up to twelve (12) additional sick days with the understanding that should the employee cease to be employed by the Board prior to having earned the sick days advance, the Board shall deduct the equivalent compensation owing from the employee's final pay cheque.

ARTICLE XXII - LEAVES OF ABSENCE

22.01 Compassionate Leave

22.01.01

Compassionate leave shall be granted by the Administrator of Employee Relations through the Manager of Plant Services for the following:

22.01.01.01

death in the immediate family (father, mother, brother, sister, son, daughter, wife or husband, significant other, and mother or father in-law);

22.01.01.02

death of employee's or employee's spouse or significant other's grandparents, aunts, uncles, nephews, nieces, brother-in-law and sister-in-law.

22.01.02.01

Absence under 22.01.01.01 above may be granted up to five (5) consecutive working days without the loss of pay and shall not be deducted from sick leave credits.

22.01.02.02

Absences under 22.01.01.02 may be granted one (1) day per occurrence, without loss of pay, but shall be deducted from sick leave credit.

22.01.02.03

Absences for death of others may be granted without pay.

22.02 Personal Leave

22.02.01

Personal leave may be granted by the Administrator of Employee Relations and through the immediate supervisor for the following:

22.02.01.01

jury duty (minus jury duty fee):

22.02.01.02

attendance to sit for examinations;

22.02.01.03

quarantine;

22.02.01.04

adoption of children: (interviews, etc.)

22.02.01.05

graduation of family members, including self, son, daughter, wife or husband. Acceptable graduations include, Grade 8, secondary or post-secondary graduation.

22.02.02

A total of one other day; this shall be used for the following reasons'

22.02.02.01

calamity involving home or property;

22.02.02.02

accident involving the employee's time and immediate family

22.02.02.03

other legal proceedings, requiring the employee's presence to which the employee is not a party or one of the person's charged;

22.02.02.04

observance of a Holy Day

22.02.03

Absences under 22.02.01.02 and 22.02.01.04 and 22.02.02 are without loss of pay but shall be deducted from sick leave. Absences under 22.02.01.01 and 22.02.01.03 are without loss of pay and shall not be deducted from sick leave.

22.02.04

A leave of up to three (3) days may be granted in cases of serious illness in the immediate family (as defined in 22.01.01.01) without loss of pay but shall be charged against sick leave credit. Upon request of the Administrator of Employee Relations or the immediate supervisor at the time of request of leave, a doctor's certificate, if required, shall be provided upon the employee's return to work.

22.02.05

An employee who is not able to work either at the employee's regular work place or at an accessible work place, due to inclement weather, shall not lose any pay.

22.03 Leave of Absence Without Pay**22.03.01**

The Employer may grant a leave of absence of up to one (1) year without pay to employees for personal reasons. During such leave an employee's seniority shall be maintained but shall not accrue. As well, during such leave the Employer shall temporarily fill the position in accordance with a posting procedure and or the training program, The employee on leave may make arrangements to continue the benefits described in Article XXV at the employee's own expense.

22.04 Union Leave**22.04.01**

The employer may grant a leave of absence of not more than two (2) weeks at any one time without pay and without loss of seniority to not more than four (4) employees for not more than thirty (30) working days per year, to attend a Union Conference or Convention. Not more than two (2) employees shall be allowed to attend from one (1) school. Leave will be granted provided that such leave of absence is requested by notice in writing at least five (5) working days prior to the date of the employee's expected absence from work.

22.05

All leaves of absence must be granted in writing and shall specify the duration of the leave of absence and the conditions, if any, which apply to the leave of absence.

22.06

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance/arbitration they shall suffer no loss of pay for the time spent

22.07

Leave of absence for up to two (2) years without pay shall be granted to members of the Union to fill an elected position within CUPE or the Labour Movement. Seniority will continue to accrue within the bargaining unit.

ARTICLE XXIII - MATERNITY LEAVE**23.01**

Maternity Leave will be consistent with the Employment Standards Act.

23.02

The employee shall be paid, upon request, all vacation pay accruing to the commencement of the leave of absence.

23.03

Application for leave shall be in writing stating the period of leave requested, signifying the date on which the employee wishes to cease work. Return date shall be verified in writing four (4) weeks prior to return.

23.04

Application for maternity leave shall be forwarded to the Administrator of Employee Relations at least three (3) months prior to confinement or when leave is to start.

23.05

Employees taking leave under this Article will have the Board maintain its share of fringe benefits for a maximum of seventeen (17) weeks. After seventeen (17) weeks, employees may maintain benefit coverage by paying 100% premiums in advance or by a method of payment mutually agreed upon by the employee and the Supervisor of the Payroll Department.

23.06

Employees on maternity leave as outlined in clause 23.02 who are in receipt of Employment Insurance Commission Pregnancy benefits, will be entitled to be paid by the Board for the two (2) week waiting period, an amount equivalent to that being paid by the Employment Insurance Commission.

23.07

Leave shall be available to employees covered under this Agreement who adopt a child. Advance notification of at least three (3) months shall be given to the Board of intent to adopt on the understanding that it may be necessary for the employee to cease duties immediately the child becomes available, in which case the immediate supervisor shall make such accommodations that are mutually acceptable to the employee and the immediate supervisor.

23.08

No period of leave shall be beyond one (1) year. After one (1) year's leave, it is understood that the employee ceases to be part of the staff covered under this Agreement, and is considered to have resigned.

23.09

The length of leave shall be thirty-five (35) weeks or shorter period as requested by the employee. Six (6) weeks of the leave shall be prior to delivery.

ARTICLE XXIV - SICK LEAVE CREDIT GRATUITY

24.01

An Employee who has completed ten (10) years of continuous service with the Board or its predecessors immediately prior to retirement and who has reached the minimum age for collecting a pension under OMERS at the time of resignation regardless of participation in the OMERS pension plan shall be entitled to the payment of a gratuity on retirement

24.02

The retirement gratuity will be calculated based on the following formula.

$$\frac{a}{200} \times b\% \text{ of Employee's annual salary at date of retirement}$$

where "a" is the number of days of cumulative sick leave credits at date of retirement (not to exceed 200 days) and "b" is a percent based on the following schedule

<u>Completed years of Continuous Service with this Board or Predecessor of this Board</u>	<u>Percent</u>
10	30
11	32.5
12	35

and 2.5% additional per completed year to a maximum of 50%

Examples:

12 years of service = # of days (up to 200)/200 x 35/100 x Employee's annual salary at time of retirement
18 years of service = # of days (up to 200)/200 x 50/100 x Employee's annual salary at time of retirement
22 years of service = # of days (up to 200)/200 x 50/100 x Employee's annual salary at time of retirement

24.03

For **Employees** who were not previously eligible for a retirement gratuity (former Grey County Board of Education Employees) the maximum retirement gratuity payable is as follows:

during the year 2001	5% of annual salary
during the year 2002	10% of annual salary
during the year 2003	15% of annual salary
during the year 2004	20% of annual salary
during the year 2005	25% of annual salary
during the year 2006	30% of annual salary
during the year 2007	35% of annual salary
during the year 2008	40% of annual salary
during the year 2009	45% of annual salary
during the year 2010	50% of annual salary

24.04

An Employee shall be deemed to be retiring and eligible for this gratuity if the Employee has reached the minimum age for collecting a pension under OMERS at the time of resignation regardless of whether the Employee belongs to OMERS or not.

24.05

In the event of the death of an Employee, the amount of the retirement gratuity accumulated by the Employee with this Board or its predecessors on the date of the employee's death shall be paid to the Employee's beneficiary or the Employee's estate.

24.06

An Employee who applies to the Board and receives an approved Leave of Absence (**full** or part-time) within two years of his/her eligible retirement age as determined by OMERS shall be eligible to receive a sick leave gratuity upon retirement, based on the applicant's full time equivalent status at the time of application for leave

ARTICLE XXV - BENEFITS

25.01

The Benefit Plan will remain unchanged from the previous year September 1 2004 to August 31, 2007 [Dental, Extended Health Coverage (including Vision care) EAP Life Insurance including Accidental Death and Dismemberment and Long Term Disability Insurance (optional at employee expense)] The employer shall pay 90% of the cost of the benefit plan The employee shall pay 10% of the cost of the benefit plan

ARTICLE XXVI - JOB CLASSIFICATION AND RATES OF PAY

26.01	EFFECTIVE (Hourly Rate)	<u>Sept. 1/04</u>	<u>Aug. 1/05²</u>	<u>Sept. 1/05</u>	<u>Sept. 1/06</u>	<u>Aug. 1/07²</u>
<u>Classification</u>						
Head Custodian-Secondary		\$18.90	\$19.02	\$19.47	\$19.96	\$20.06
Head Custodian-Elementary		17.88	18.06	18.42	18.88	18.97
Assistant Head Custodian		17.35	17.52	17.87	18.32	18.41
Custodian		16.96	17.13	17.47	17.91	18.00
Casual		12.05	12.17	12.41	12.72	12.78
Casual employees in former Grey and Bruce that currently earn more than \$10.50/hour shall be grandparented and red circled at their current rate of pay.						
Courier		16.96	17.13	17.47	17.91	18.00
Lead Hand Maintenance		20.57	20.78	21.19	21.72	21.83
Licensed Maintenance/Certified		20.30	20.50	20.91	21.44	21.54
General Maintenance/Skilled		18.39	18.57	18.95	19.42	19.52
Maintenance- Semi-Skilled		16.96	17.13	17.47	17.91	18.00

- NOTES: 1. Retroactive amounts for September 1, 2004 increases will apply to regularly scheduled hours only.
2. August 1, 2005 and August 1, 2007 increases are consistent with the Earnings Equity Commitment, page 35.

26.02

Based upon 40 hours per week and 2,080 hours per year.

ARTICLE XXVII - GENERAL

27.01

Employees required to use their own vehicles on behalf of the employer's business shall be paid a travel allowance equal to the prevailing Board rate.

27.02

The Union and the employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and duties under it. For this reason the employer shall print sufficient copies of the Agreement within thirty (30 days) of signing, for distribution by the employer to the members of C.U.P.E. Local 1176. Each new employee will receive a copy of this Agreement at the time of hire. The cost of printing the Collective Agreement will be equally shared by both the Union and the Board.

27.03

The employee's personnel records at the Education Centre may be examined by the employee once per year at a time convenient with the Administrator of Employee Relations

27.03.01

It is understood that during the examination of the personnel records, the Administrator of Employee Relations will be present.

27.03.02

Upon request, copies of the employee's records will be made available to the employee.

27.04

The Labour-Management Committee will meet at the request of either party to discuss matters of mutual concern or matters that are not covered under the provisions of this Agreement.

27.05

The employer agrees to supply required tools and toolbox with lock, for use by the maintenance staff, as determined by the Manager of Plant Services. The employee will be held accountable for all tools issued to the employee.

ARTICLE XXVIII - CLOTHING AND FOOTWEAR ALLOWANCE

28.01

The employer shall provide to all employees, as defined in Article II, clause 2.02.01, an annual combined allowance as listed below, to be used for the purposes of purchasing uniforms and safety footwear as defined by the Board.

28.01.01

Combined Clothing and Footwear Allowance

Custodians – up to \$210.00 per year

Maintenance – up to \$270.00 per year

28.02

For custodians working 20 hours or less per week, the annual combined clothing and safety footwear allowance will be up to \$170.00 per year.

28.03

It is understood that the above allowance apply to new employees hired prior to September. New employees hired prior to January shall receive the above allowance at the time of hiring and shall not be entitled to further clothing allowance until the subsequent January.

28.04

Replacement of uniforms and safety footwear will be granted as required, but only after inspection of those articles needing to be replaced due to normal wear relating to the **job**.

ARTICLE XXIX - SELF FUNDED LEAVE PLAN

29.01

Description: Self funded leave plan has been developed to afford employees the opportunity of taking up to a one year leave of absence and, through deferral of salary, finance the leave subject to the regulations under the Income **Tax** Act.

29.02

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

29.03 Application:

29.03.01

An employee must make written application to the Director of Education on or before March 31 requesting approval to participate in the plan.

29.03.02

On or before April 30 the Director of Education or designate will reply in writing stating whether or not the application has been approved and providing an explanation if the application has been denied.

29.03.03

The right to reject or approve individual requests to participate in the plan shall rest solely with the employer. The major but not the sole criterion to be used in granting approval for participation in the plan will be years of service with the board

29.04 Salary Formula

29.04.01

In each year of the Plan preceding the year of the leave, an employee will be paid 80% of his/her annual salary. The remaining 20% of annual salary shall be deferred and deposited to a separate trust account at the Chesley, Ontario branch of the Canadian Imperial Bank of Commerce with an account heading "Bluewater School Board In Trust for [name of employee]". The amount deposited to this account together with interest

earned shall be retained for the employee to finance the year of leave. Consideration will be given to a request for a leave to be financed by deduction of a larger amount of salary over a shorter period of time. For example, deduct for three years to finance a leave in the fourth year or deduct for two years to finance a leave in the third year.

29.04.02

At the commencement of the leave of absence, the amount deposited to the employee account plus accrued interest to that date shall be transferred to the general account of the Board to pay the employee's salary, and no further interest shall be earned.

29.04.03

On or before August 31, just prior to commencement of the leave, the participating employee shall select one of the following methods of salary on or before the leave of absence:

- a) A lump sum payment of the entire year's salary on or before September 20.
- b) 40% of salary on or before September 20 and 60% of salary on or before January 20.
If this option is selected the employee may continue to direct the type of investment account to be used for the 60% amount retained to January 20. Payment on January 20 will include the total amount on deposit together with interest earned up to and including that date.
- c) Payment as per method detailed in the collective agreement in force at the time.

29.04.04

The type of investment account shall be selected by the employee who will inform the bank and the employer by August 15 of each year regarding the type of investment account into which the current amount and/or new deposits will be placed for the period September 1 to August 31. Notwithstanding the above, with the approval of the Bank, the employee may direct, during the period September 1 to August 31, a change in the type of investment account previously selected.

29.05 Staff Benefits

29.05.01

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

29.05.02

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

29.06 General Conditions

29.06.01

Upon return from leave the employee shall be entitled to sick leave credits accumulated prior to commencement of the leave but no sick leave credits may be earned during the leave.

29.06.02

Employees on permanent layoff must withdraw from the Plan

29.06.03

An employee may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at discretion of the Employer.

29.06.04

In the event of withdrawal, the employee shall be paid a lump sum adjustment for any monies deferred to the date of withdrawal plus accrued interest. Repayment shall be made within sixty (60) days of the date of withdrawal. The lump sum adjustment may be paid to the employee in the some other manner and on some other date or dates as mutually agreed between the employee and the Employer.

29.06.04.01

The employee will pay an administration fee of \$100.00 in the event of withdrawal from the self funded leave plan.

29.06.05

In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the employer may defer the time of the leave. In this instance, an employee may choose to remain in the Plan or withdraw from the Plan.

29.06.06

Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the employee's estate.

29.06.07

All employees wishing to participate in the Plan shall be required to sign a contract supplied by the Employer before final approval for participation will be granted.

29.06.08

The Employer will co-operate in making such pension deductions as are requested by the employee and approved by OMERS.

29.06.09

Every employee participating in the Self Funded Leave Plan shall receive a semi-annual review statement copy of his/her S.F.L.P. trust account by January 1 and June 30 of each year indicating the following:-

- a) current contributions;
- b) current interest earned;
- c) total contributions to date;
- d) total interest to date.

ARTICLE XXX - TERM OF AGREEMENT

30.01

This Agreement shall be for a term commencing on the 1st day of September 2004 and ending on the 31st day of August 2007, and shall continue from year to year thereafter unless either party gives notice in writing within ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto

30.02

During the term of this Collective Agreement, amendments, deletions or additions to any of the Articles herein, together with date of implementation, shall be made in writing and only by mutual consent of the parties

IN WITNESS **WHEREOF** the Parties have caused this collective agreement to be signed by their respective, duly authorized representatives.

DATED at Chesley, Ontario this 5th day of February, 2005.

BLUEWATER DISTRICT SCHOOL BOARD

Judy Larkin Gaiok
Chair of the Board

Malton
Director of Education

Chen
Chief Negotiator

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1176**

James Keenan
CUPE National Representative

DW M. Arsen
President, CUPE Local 1176

Jennifer G. G...
Secretary, Local 1176

LETTER OF AGREEMENT

Re: REDEPLOYMENT COMMITTEE

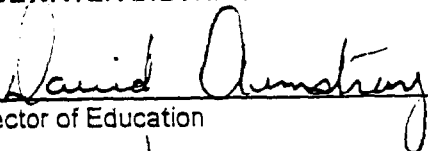
In the event of reorganization or a reduction in the workforce, a Redeployment committee shall be established no later than two (2) weeks after the notice of layoff or reduction is given to the Union.

The mandate of the Committee is to :

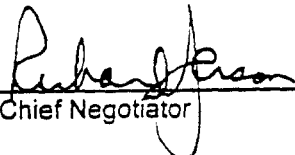
- i) identify and propose alternatives to the proposed layoff(s) or elimination of positions(s) including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted out by the employer which could be performed by bargaining unit employees:
- ii) identify vacant positions, or positions which may become vacant, within a twelve (12) month period which are either;
 - a) within the bargaining unit;
 - b) within another CUPE bargaining unit
 - c) not covered by a Collective Agreement
- iii) identify retraining needs of workers and facilitate such training.
- iv) the parties shall make every effort to find alternatives to lay-offs.
- v) The parties shall negotiate voluntary early retirement and severance packages.
- vi) The Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and the Union. Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time for which the Union representatives shall be paid at regular or premium rate, whichever is applicable,
- vii) Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the Committee may direct.
- viii) The Employer shall provide to the Redeployment Committee all pertinent staffing, work organization and financial information necessary for the Committee to carry out its mandate.

DATED at Chesley, Ontario this 18th day of June, 2002.

BLUEWATER DISTRICT SCHOOL BOARD



 Director of Education

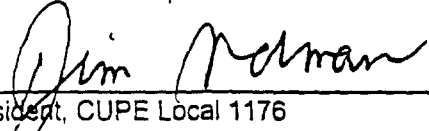


 Chief Negotiator

**CANADIAN UNION OF PUBLIC EMPLOYEES,
 LOCAL 1176**



 CUPE National Representative



 President, CUPE Local 1176

LETTER OF UNDERSTANDING

RE: Working Conditions and Related Matters

During the time period covered by this collective agreement, September 1, 2004 to August 31, 2007 the parties agree to the following:

no change to the custodial staffing formula

FTE maintenance of 18

60% replacement for absenteeism, vacation, family or other leaves

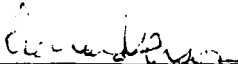
any personnel adjustment due to further facility closures or partial closures, addition or reduction of portables as per collective agreement

DATED at Chesley, Ontario this 5th day of February, 2005.

BLUEWATER DISTRICT SCHOOL BOARD




Director of Education

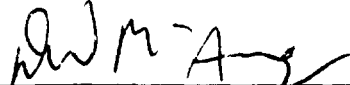


Chief Negotiator

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1176**



CUPE National Representative



President, CUPE Local 1176

LETTER OF AGREEMENT

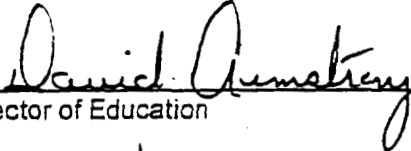
RE: Portables

The Parties agree that when a member who has been assigned extra work hours due to the addition of a portable, the same member will **also** lose the work hours when the portable **is** removed from the school.

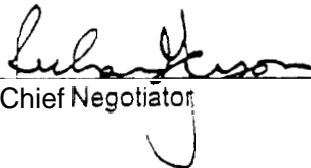
(If the relationship **between** the benefiting member and that work site **is** no longer relevant, the junior member at the work site will lose hours.)

DATED at Chesley, Ontario **this 18th day** of June, 2002.

BLUEWATER DISTRICT SCHOOL BOARD



Director of Education



Chief Negotiator

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1176**



CUPE National Representative



President, CUPE Local 1176



Letter of Understanding

BETWEEN

BLUEWATERDISTRICT SCHOOLBOARD

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1176

WHEREAS the above noted parties wish to maintain the employment insurance premium reduction and thereby agree to the following condition:

- One and two thirds days of pay sick leave per month will be provided for use in the case of personal disability.

DATED at Chesley, Ontario this 10th day of FEB, 1999.

Bluewater District School Board

Canadian Union of Public Employees,
Local 1176

Janice Giese
Janet Masspohl
Richarderson

James Kewen
Mini Norman
D.W.M. Ang

Letter of Understanding

Re: Use of Co-op Students

Co-op students will only be engaged in the maintenance department, not in the custodial department. The use of co-op students will be discussed at a Labour/Management Meeting prior to implementation. (Casual hours will not be effected since maintenancedoes not have casual hours.)

DATED at Chesley, Ontario *this* 5th day of February, 2005.

BLUEWATER DISTRICT SCHOOL BOARD

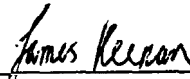


Director of Education

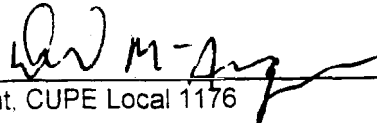


Chief Negotiator

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1176**



CUPE National Representative



President, CUPE Local 1176

Letter of Understanding

Re: Painting Duties

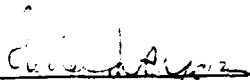
Contract painters will not replace the previous painting duties normally performed by the Bargaining Unit, consistent with Article 4.02.

DATED at Chesley, Ontario this 5th day of February, 2005

BLUEWATER DISTRICT SCHOOL BOARD

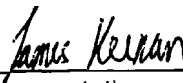


Director of Education

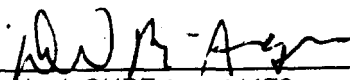


Chief Negotiator

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1176**



CUPE National Representative



President, CUPE Local 1176

Letter of Understanding

Re: Vacancies in Maintenance Department


Under Article 3.01.03 the current workload requires a licensed plumber and licensed carpenter to fill the two vacancies within the maintenance department consistent with Article 4.02.

Apprenticeships will be offered internally when consistent with apprenticeship program requirements


This letter of understanding is without prejudice to future maintenance department vacancies.

DATED at Chesley, Ontario this 5th day of February, 2005.

BLUEWATER DISTRICT SCHOOL BOARD

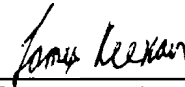


Director of Education

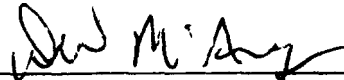


Chief Negotiator

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1176**



CUPE National Representative



President, CUPE Local 1176

ANNIVERSARY VACATION ENTITLEMENT CALCULATION

On the employee's 3rd, 9th, 17th and 24th anniversary date of service, the employee will be granted vacation entitlement based on ½ day per month to a maximum of 5 days.

Only full days will be awarded.

For calculation purposes the month that the seniority date occurs will be recognized as the starting point e.g. Anniversary date of February 28th. This will be calculated as February 1st.

The additional vacation entitlement days shall be taken after the anniversary but not before September 1st.of the year granted.

Each full month will accrue .5 days.

Vacation days must be used by June 30th.

EXAMPLES:

Anniversary Date: July 10th.

Calculation: July 1st to June 30th.

12 months X .5 days = 6 days

Entitlement = 5 days (taken after September 1st)

Anniversary Date: September 12th.

Calculation: September 1st to June 30th.

10 months X .5 days = 5 days

Entitlement = 5 days

Anniversary Date: March 2nd.

Calculation: March 1st to June 30th.

4 months X .5 days = 2 days

Entitlement = 2 days

Anniversary Date: December 30th.

Calculation: December 1st to June 30th.

7 months X .5 days = 3.5 days

Entitlement = 3 days

Anniversary Date: June 1st

Calculation: June 1st to June 30th.

1 month X .5 days = .5 days

Entitlement = 0 days

Use of this vacation is to be mutually agreed upon with the Manager of Plant and Sites or Designate.

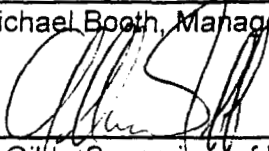
Earnings Equity Commitment

The Board agrees that during the term of this collective agreement, any increases in **base rate** earnings for any employee bargaining units and the Board that produce base rate earnings in excess of 2%, 2% and 2.5% in each successive year of the three year term will also be added to the CUPE grid. This calculation will exclude extraordinary circumstances.

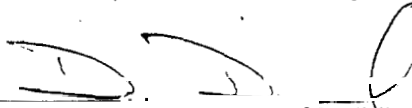
If necessary, this matter will be reviewed with the union for adjustment.



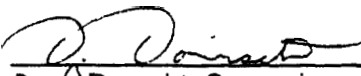
Michael Booth, Manager of Plant



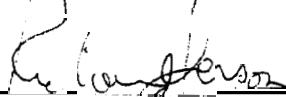
Al Gibb, Supervisor of Building Services



Dennis Dick, Supervisor of Building System




Dave Dorscht, Supervisor of Custodial Services

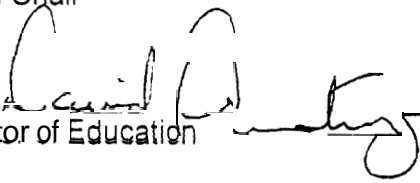


Richard Gerson, Administrator of Employee Relations

DATE: May 11, 2005



Board Chair



Director of Education

DATE: Feb 15, 2005

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