

SOURCE	Board		
EFF	89	09	01
TERM.	91	08	31
No. OF EMPLOYEES	448		
NOMBRE D'EMPLOYÉS	88		



**The Waterloo County
Board of Education**

Agreement
Between
The Waterloo County
Board of Education

And

THE CUSTODIAL
& MAINTENANCE
ASSOCIATION

September 1, 1989 - August 31, 1991

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0477103

AGREEMENT

BETWEEN

THE WATERLOO COUNTY BOARD OF EDUCATION

AND

THE CUSTODIAL AND MAINTENANCE ASSOCIATION

SEPTEMBER 1, 1989 TO AUGUST 31, 1991

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ARTICLE I - GENERAL PURPOSE

1.01 The purpose of this Agreement is to promote the morale, well-being and security of all the employees in the bargaining unit of the Association, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salary for all employees who are subject to the provisions of this Agreement.

1.02 (a) The Employer or Board refers to The Waterloo County Board of Education.

(b) C.A.M.A. refers to the Custodial and Maintenance Association as stipulated in its charter and as recognized by certification at the Ministry of Labour of the Province of Ontario.

(c) Full-time employees are defined as those adult custodial and maintenance staff who are salaried and who work a regular forty-hour week.

(d) Custodial III employees are defined as those adult permanent part-time Custodial staff (student help excepted) who perform specific duties on a regular basis for less than forty hours per week.

- (e) Supervisor, as indicated in Article VI, Grievance Procedure, refers to the position of Sub-Foreperson or Supervisor of Custodians and above.
- (f) Steward - Refers to a person designated as a representative by the Custodial and Maintenance Association.

ARTICLE II - RECOGNITION

- 2.01 The Employer recognizes the Association as the sole and exclusive Collective Bargaining agent for all employees of the Waterloo County Board of Education engaged in maintenance services and plant operations, save and except Temporary Hourly-Rated Staff, Sub-Forepersons, Supervisors of Custodians, persons above rank of Sub-Forepersons, Office Staff and Schools of the Employer under contract of service or contract for service.
- 2.02 The Employer acknowledges the right of the Association to appoint or otherwise select a Negotiating Committee equal in number to the Employer's Committee, and will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this Agreement. If a meeting is called by the Board during working hours, Association representatives required to attend such a meeting shall suffer no loss of pay.

2.03 (a) The Association acknowledges that Stewards and designated Association representatives have their normal working duties to perform on behalf of the Board. The Board acknowledges that the Stewards and the designated Association representatives have their responsibilities to perform on behalf of the Association.

In accordance with this understanding, the Board shall not make any deductions from regular earnings of Stewards or designated Association representatives for approved time spent absent from regular duties by Stewards while investigating a complaint which may lead to a grievance and by designated Association representatives in joint meetings with the Board up to but not including arbitration.

(b) The purpose of the Steward position is to assist in prevention of, or resolution of, a problem which may lead to a grievance or to assist employees in grievance procedures, as well as carry out Association business.

(c) The Board recognizes that up to seventeen (17) Stewards may be appointed to carry out their duties and to also reduce the time required to travel to and from various work locations.

- (d) The Association will advise the Board of the names of the Grievance Committee, Stewards and all other Executive members. No more than four members of the Greivance Committee shall meet with the Board, or Board designate, at any one time relating to grievance matters.
- (e) All representatives of the Association who are granted time off during their regular work period to adjust a grievance or possible grievance, or to meet with Board representatives on Association business, or for bargaining for a Collective Agreement, shall be paid for such time at their regular rate.
- (f) A Steward may be released during working hours for the investigation of grievances or complaints which may lead to grievances, or to attend to a meeting provided for by the contract.

If a Steward wishes to be released to investigate a grievance or a complaint which may lead to a grievance, the employee will inform the Supervisor of the place of the grievance. The Supervisor shall grant such releae, provided it will not cause significant interference to their schedule.

Upon entering a work area of a Supervisor, other than the Steward's own, the Steward will inform that Supervisor of the nature of the grievance being investigated.

If requested by the Steward, the aggrieved employee will be released to discuss the employee's grievance, provided it will not cause a significant interference in the employee's work schedule.

The Board shall pay the Steward and the aggrieved employee at their regular rate for the time spent processing grievances, provided such activity takes place on Board premises and that all requirements of this article have been observed by the Steward and the aggrieved employee.

The Steward will inform the aggrieved employee's Supervisor when the investigation is completed. The Steward will also inform the Steward's Supervisor of the return to the regular job.

The Board shall not be liable for the salary of any member of the Association Executive, or other employee represented by the Association, when involved in preparation for, or attendance at Arbitration Hearings.

- (g) Stewards shall be allowed time to provide new members of the bargaining group with information relative to C.A.M.A. and other general aspects of employment with the Board.

ARTICLE III - RELATIONSHIP

- 3.01 It is agreed that there shall be no discrimination, interference, restriction or coercion exercised or practised by the Employer, the Association, or any of its officers or members, with respect to any employee because of the employee's membership or non-membership in any labour organization, religious affiliation, race or sex.
- 3.02 All permanent employees shall, as a condition of employment, sign an authorization in writing to deduct whatever sum may be so authorized for Association dues from each pay. Such dues shall be deducted from the Employee's pay from the first day of employment; however, the Employee will continue to be on probation. The Employer shall remit such dues promptly to the Treasurer of the Association stating the employee's name, address, position and work station not later than the month following.

3.03 Any employee presently a member of the Association and a member of the Association at the time of signing this Agreement, shall, as a condition of continued employment, remain a member of the Association, and, further, any new employees of the Board working in the categories as defined by this Agreement, shall, as a condition of employment, become a member of the Association upon appointment to the permanent staff.

3.04 The Board, as part of its orientation program for new employees, will inform a new employee that an Association Agreement is in effect and that Association dues and other assessments will be deducted in accordance with Section 3.02 of the Agreement.

3.05 Should it be determined by the Board that due to declining enrolment and/or any other reason that any building must be closed, the Board will immediately inform the Association and meet with the Association to discuss staffing implications.

ARTICLE IV - RESERVATION OF MANAGEMENT FUNCTIONS

4.01 The Association acknowledges it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency.

(b) Hire, classify, re-classify, transfer, promote, demote, lay off employees and also to suspend, discipline, or discharge for just cause, provided that a claim by an employee who has acquired seniority, that the employee has been discharged or disciplined without cause **must** be the subject of a grievance and dealt with as hereinafter provided.

4.02 The Association further recognizes the right of the Employer to operate and **manage** its schools in all respects in accordance with its **commitments** and its obligations and responsibilities to the students, according to the Education Act. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment and jurisdiction over all operations, building and equipment are solely and exclusively the responsibility of the Employer. The Employer also **has** the right to make and alter, from time to time, the rules and regulations to be observed by the employee. The Employer recognizes that any **changes** in the rules and regulations or procedures must be preceded by **communication** with the C.A.M.A. executive, and in no event shall such rules or regulations be inconsistent with the express provisions of this Agreement.

4.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the rules and regulations or a disregard for safe working procedures or of any of the provisions of the Agreement may be deemed to be sufficient cause for discharge or discipline of any employee, provided that nothing herein contained shall prevent an employee from going through the grievance procedure to determine whether or not such breach took place. The employee, at the time of such notification or earlier, will be advised by the Board of the right to Association representation. The Association shall receive copies of all correspondence regarding said breaches at the same time the employee receives such notice or within a reasonable time thereafter.

4.04 Whenever the Employer censures an employee for an act or omission, in a manner indicating that dismissal may follow *any* repetition of such act or omission, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall within five working days thereafter give written particulars of such censure to the employee involved and the Association.

- 4.05 When an employee is suspended or discharged, the employee and the Association shall be notified in writing of such suspension or discharge. In the event of the discharge of an employee, a C.A.M.A. representative will be present.
- 4.06 Any vacancy on the permanent staff, other than due to illness or leave of absence, shall not be filled on a permanent basis by other than C.A.M.A. members.
- 4.07 In order to provide job security for the members of the bargaining unit, the Board agrees not to contract out any work or services presently performed by the bargaining unit which would result in any layoff of an Association member.

4.08 Safety

- (1) All employees are encouraged to observe good safety practices at all times and to inform the immediate supervisor of any unsafe practices or safety hazard which might be observed.
- (2) Should the employer require (for safety reasons) that employees must wear safety footwear, the employee will be reimbursed up to \$80.00 for the cost of such footwear (with the presentation of a receipt) purchased at the store of the employee's choice, to a maximum of one pair per calendar year.

(3) The Board, in order to maintain a safe working environment, shall endeavour to work with the Association and carry out all reasonable requests pertaining to safe working conditions.

4.09 The employer will post all vacancies in positions of added responsibility, maintenance positions and permanent day positions for five working days in order for employees to apply, before outside applications are invited.

Under what it considers to be extenuating circumstances, management retains the right to make appointments to permanent day positions without posting.

There will be communication with the Association prior to this taking place.

ARTICLE V - ASSOCIATION GRIEVANCE COMMITTEE

- 5.01 The Employer recognizes the Association's Grievance Committee which shall consist of the President, Secretary, Steward and Chief Steward. Alternates may be substituted.
- 5.02 The Employer shall instruct all members of its supervisory staff to cooperate with the members of the Grievance Committee in the carrying out of the terms and requirements of this Agreement.
- 5.03 The Association undertakes to secure from its officers and members their cooperation with the Employer and with all persons representing the Employer in any supervisory capacity, sub-foreperson and above.

ARTICLE VI. - GRIEVANCE PROCEDURE

- 6.01 It is the mutual desire of the parties hereto that complaints by employees be adjusted as quickly as possible. A grievance of an employee properly arising under this Agreement, including any matter relating to salaries or other conditions, and questions of interpretation or application of, or compliance with, the provision of this agreement or appropriate Human Rights Code or Labour Act Relations.

6.02 Step No. 1

It is understood that an employee has no grievance until the employee **has** first given the immediate Supervisor outside the bargaining unit an opportunity to adjust the complaint. If an employee **has** a complaint, it shall be discussed with the Supervisor within ten (10) working days after the employee becomes aware, or would reasonably be expected to become aware, of the circumstances giving rise to the complaint and, in doing so, the employee may have the assistance of the employee's Steward if the employee so desires. The Supervisor will, within ten (10) working days of having been made aware by the employee of the complaint, advise the employee of the decision regarding the complaint. The employee may then, within ten (10) working days of receiving the Supervisor's decision, take the matter up as a grievance in the following manner and sequence.

Step No. 2

The aggrieved employee shall present the grievance in writing to the employee's immediate supervisor. Such grievance shall indicate the article of the Agreement which **has** been violated where applicable. The employee shall have the assistance of one member of the Grievance Committee. If a settlement, satisfactory to the employee concerned, is not reached within five working

days (or any longer period which may be mutually agreed upon in writing between the aggrieved employee and the supervisor) the next step in grievance procedure may be taken at any time within five working days thereafter.

Step No. 3

The aggrieved employee or alternate must submit the grievance in writing to the Manager of Plant Operations or Manager of Plant Maintenance and Construction who shall consider it in the presence of the aggrieved employee and/or the Grievance Committee and the Supervisor and render a decision in writing. The Grievance Committee shall be present at this stage. Should no settlement satisfactory to the employee be reached within five working days, the next step in the grievance procedure may be taken at any time within five working days thereafter.

Step No. 4

The aggrieved employee or alternate shall submit the grievance in writing to the Superintendent of Human and Educational Resources. The Grievance Committee shall be present at this stage. The aggrieved employee's supervisor and/or the Manager of Plant Operations or Manager of Plant Maintenance and Construction may be present if so required by the Superintendent of Human and Educational Resources or designate.

6.03 If a final settlement of the grievance under 6.02 hereof is not completed within ten working days after deliberations have commenced, the grievance ~~may~~ be referred by either party to Arbitration as provided in ARTICLE VII hereof.

6.04 In the event of the reinstatement, through the grievance procedure, of an employee who has been suspended or discharged, such employee shall be reinstated to the employee's former position without loss of seniority and shall receive the employee's regular salary, premium, on-call pay and Board paid benefits, but shall not receive overtime or emergency call-back pay for the period of suspension or discharge.

ARTICLE VII - ARBITRATION

7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in ARTICLE VI, and which has not been settled, may be referred to a Board of Arbitration and where both parties agree, a single Arbitrator may be substituted for an Arbitration Board.

7.02 In the case of a single Arbitrator, the parties shall endeavour to agree on the selection of an Arbitrator, and in the event that they fail to do so, the Minister of Labour will

be asked to nominate an Arbitrator in accordance with the provision in 7.05.

- 7.03 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Association and a third person to act as Chairperson, chosen by the other two members of the Board.
- 7.04 Within five working days of the request by either party for a Board, each party shall notify the other of the name of the appointee.
- 7.05 Should the person chosen by the Employer to act on the Board and the person chosen by the Association fail to agree on a third person within seven days of the notification mentioned in 7.04, the Minister of Labour for the Province of Ontario will be asked to appoint a Chairperson forthwith.
- 7.06 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be final and binding on both parties. If there is no majority decision, then the decision of the Chairperson shall govern.
- 7.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions.

7.08 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and of its own witnesses; and the parties will jointly bear the expenses of the Chairperson.

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

ARTICLE VIII - NO STRIKES OR LOCKOUTS

8.01 The Association agrees that, during the term of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, and the Employer agrees that there will be no lockout. "Strike" and "lockout" shall be as defined in the Labour Relations Act.

8.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown.

**ARTICLE IX - MANAGEMENT - ASSOCIATION
GRIEVANCES**

- 9.01 It is understood that the Employer may bring forward, at any meeting held with the Association Grievance Committee any complaint with respect to conduct of the Association, its officers or members, or any complaint that a contractual obligation undertaken by the Association **has** been violated, and that, if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the **same** way as the grievance of an employee.
- 9.02 Should any difference arise between the Employer and the Association as to the interpretation or alleged violation of the provisions of this Agreement affecting the Association as such, the Association shall have the right to bring forward, at any meeting held with the Employer under the grievance procedure, any such complaint. If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the **same** way as the grievance of an employee. No such grievance shall be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee under ARTICLE VI, nor shall any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Association under this **ARTICLE**.

ARTICLE X - SENIORITY

The rules herein respecting seniority and competence are designed to give employees security based on length of service with the Employer.

10.01 In all cases of promotion and posted positions, the following factors shall be considered:

Skills, competence, seniority, efficiency, reliability, training, experience, and past work record with the Employer. All the above being *equal*, seniority shall prevail.

10.02 In layoffs, recalls after layoffs and return to work after leave of absence for illness, seniority shall govern by job classification.

10.03 A full-time salaried employee will be considered probationary for the first sixty-five working days of active employment on the job and will have no seniority rights during that period. After such sixty-five working days of active employment, seniority shall date back to the date on which the probationary period began.

10.04 Seniority shall terminate when an employee:

(a) quits for any reason;

(b) is permanently promoted or transferred outside the bargaining unit;

- (c) is discharged and is not reinstated through the grievance procedure or arbitration;
- (d) has been on layoff for a continuous period of one year
- (e) has been on layoff for a continuous period of less than one year and who, when notified by registered mail or telegram addressed to the last known address the employee has recorded with the Employer, fails to notify the Employer within five working days that the employee is intending to return to work and unless the employee returns to work as soon as possible after receiving notice and in any event within seven working days of the mailing or other communication of such notice;
- (f) fails to return to work immediately after the expiration of a leave of absence;
- (g) is absent from work without authorization from the Employer;
- (h) is adjudged unable to return to work according to item 13.04.

10.05 An employee shall accumulate seniority under any of the following conditions:

- (a) while at work for the Employer, after completion of the probationary period as set out in 10.03;
- (b) during any period when the employee is prevented from performing the employee's work for the Employer by reason of injury arising out of and in the course of their employment for the Employer and for which the employee is receiving compensation under the provisions of the Workers' Compensation Act;
- (c) during any absence due to medically certificated illness or leave of absence for which the employee has written approval;
- (d) in the event an employee is or has been permanently promoted or transferred to another Waterloo County Board position outside the bargaining unit and for any reason is returned to a position within the bargaining unit, the employee shall be credited with the seniority the employee held at the time of transfer out of the bargaining unit.

10.06 An employee who does not qualify to accumulate seniority under item 10.05, shall maintain the employee's existing seniority unless and until the employee loses same pursuant to item 10.04.

10.07 (a) Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer under the terms of this Agreement.

(b) For Custodial III employees, seniority shall be based upon the relative hours worked per year. i.e. (20 hours per week
 $= \frac{1,040}{2,080} \times 1 \text{ year} = 6 \text{ months}$
seniority)

ARTICLE XI - TEMPORARY TRANSFERS

11.01 Employees who are temporarily transferred to another job in which the rate of pay is different from that in effect in such employee's regular job shall be paid while so employed as follows:

- (a) If the rate of pay in the job to which the employee is transferred is less than the employee's regular pay, the employee shall receive the employee's regular rate of pay.
- (b) If the rate of pay for the job to which the employee is transferred is higher than the employee's regular pay, the higher rate shall be paid from the first day, provided the employee has completed at least three continuous working days in such position.
- (c) The reference to the rate of pay in a job is intended to mean any responsibility allowance provided for or a higher rate paid to a skilled worker. It is not intended to include a higher rate paid due to length of service.

NOTE: This clause does not apply to custodial personnel who may fill in when a Head Custodian is on vacation during summer periods.

ARTICLE XII - BEREAVEMENT LEAVE

12.01 (a) Leave without loss of pay for up to five days, depending upon circumstances, may be given for a bereavement in the immediate family which shall include:

Father	Sister
Mother	Brother
Stepfather	Spouse
Stepmother	Stepson
Son	Stepdaughter
Daughter	Fiance(e)
	Ward

(b) Leave without loss of pay for up to three days, depending upon circumstances, **may** be given for a bereavement in the immediate family which shall include:

Stepsister	Mother-in-law
Stepbrother	Son-in-law
Grandmother	Daughter-in-law
Grandfather	Brother-in-law
Grandchild	Sister-in-law
Father-in-law	Guardian

Additional leave without loss of salary for up to two days may be granted under (a) and (b) for travel time, only if such is required.

(c) Leave without loss of pay for **up** to one-half day when an employee is requested to act as a pallbearer.

NOTE: Bereavement leave does not apply when an employee is absent due to illness or paid vacation.

ARTICLE XIII - CUMULATIVE SICK LEAVE

13.01 (a) Sick leave for full-time employees shall be based on an allowance of two (2) days per month and the unused portion shall accumulate to a maximum of two hundred and sixty days.

(b) Sick Leave for Custodial III personnel shall be based on an allowance of two (2) days per month and the unused days shall accumulate to a maximum of one hundred and twenty days.

Payment shall be made on the basis of the number of days entitlement, multiplied by the average number of hours worked per day by the employee, multiplied by the employee's hourly rate.

13.02 Any employee who is or has been absent due to illness shall, when required by the Employer, produce a statement from a qualified medical practitioner attesting to such illness. The Employer may also require a statement from the Board's physician indicating that the employee is fit to assume regular duties.

13.03 When an employee is absent on Workers' Compensation Allowance, one-tenth of the days absent shall be charged against the employee's accumulated sick leave and the employee's salary will be paid as usual during such absence until the employee's accumulated sick leave is exhausted. The Worker's Compensation Allowance for such absence will be paid to the Board. When the accumulated sick leave is exhausted, Worker's Compensation Allowance will be paid directly to the employee.

13.04 At the expiration of an employee's sick leave benefits, the Employer shall receive from the Board's physician and, if necessary, from a medical specialist, a statement which will indicate one of the following:

- (a) The employee should be able to resume the employee's regular duties with the Board.
- (b) The employee is sufficiently disabled and the employee is unable to carry out any duties for the Board and the employment should, therefore, be terminated.

The Employer is prepared to grant a leave of absence for illness for up to one year under the circumstances referred to in (a) above and will guarantee a similar position for the employee on the employee's return. However, if at the expira-

tion of the employee's leave of absence for illness, the employee is not sufficiently recovered to resume duties with the Board, the employee's employment will be terminated and the Association will be so advised.

ARTICLE **XIV** - LEAVE OF ABSENCE

14.01 An employee may be granted leave of absence with or without loss of pay and without loss of seniority on the following basis:

Written application for such leave showing good and sufficient reason for leave must be submitted to the Manager of Plant Operations or the Manager of Plant Maintenance and Construction for approval. The employee shall receive a reply within 15 working days of having made the application.

14.02 An employee may be granted leave without loss of pay and without loss of seniority for up to one day per school year for the purpose of writing examinations.

14.03 Any employee who is required to act as a juror or court witness, will be granted the necessary leave of absence, without loss of pay or seniority provided that the payment the employee receives from the court, exclusive of expenses, is turned over to the Employer.

14.04 An employee may be granted one day parental leave without loss of pay in order to be with the spouse; such day to be taken either at the time of birth or to help in the home upon the arrival at home of a newborn or adopted child.

14.05 An employee who is designated by C.A.M.A. executive to attend to C.A.M.A. business shall be granted the necessary leave of absence without loss of pay or seniority. The Board shall be responsible for the payment of a total of one hundred and sixty (160) days per contract year. Any days in excess shall be paid to the Board by C.A.M.A.

ARTICLE XV - BENEFIT PLANS

The Waterloo County Board of Education plan is as described below and is available to all members of the Board's custodial and maintenance staff. Board contribution is pro-rated for Custodial III staff.

Coverage under the plan is available as follows:

15.01 Ontario Health Insurance Plan (O.H.I.P.)

The cost of the premium to be paid in the following manner:

For the period September 1, 1989 to December 31, 1989, 90% by the Board and 10% by the Employee.

NOTE: Effective January 1, 1990, Board paid as required by provincial legislation.

15.02 Extended Health Benefit Plan

Custodial and maintenance staff will have the option to participate in a plan that provides the maximum allowable of "Eligible Expenses" not covered by O.H.I.P. This benefit will have a \$25 annual deductible clause for all eligible expenses except semi-private hospital coverage which shall be fully paid.

The cost of the premium to be paid in the following manner:

90% by the Board; 10% by the employee.

15.03 Basic Group Life Insurance and Accidental Death and Dismemberment

(a) All members of the custodial and maintenance staff may select either \$2,000 or \$25,000 coverage.

(b) The cost of the premium to be paid in the following manner:

90% by the Board; 10% by the employee.

- (c) Every new member of the Board's custodial and maintenance staff is required to participate in this plan.

Optional Group Life Insurance

In addition to the basic group life insurance, employees insured for \$25,000 basic life insurance may have an optional amount of insurance in increments of \$10,000; from \$10,000 up to and including \$200,000 in the 1989-1990 contract period.

In the contract period 1990-1991, the limit increases to a maximum of \$210,000 in increments of \$10,000. The premium cost of such optional coverage to be paid by the employee.

15.04 Dental Plan

- (a) The premium cost for basic dental plan is to be paid in the following manner:

For the period September 1, 1989 to August 31, 1991:

90% by the Board and 10% by the Employee.

- (b) As of January 1, 1978, every new member of the Board's custodial and maintenance staff who is not enrolled in a dental plan is required to participate in this plan.

NOTE: Any improvement in group insurance benefits made for the Board's teaching and office staff will automatically be reflected in this Agreement.

15.05 Survivor Benefit

On the death of a member covered by this Agreement, the Board will continue Extended Health and Dental coverage for the eligible spouse/dependent(s) of the deceased member of staff, for a maximum period of two years, on payment of 100% of the premium cost.

15.06 Pensioners are eligible to remain on the group billing for Extended Health Care and Dental coverage on payment of 100% of the premium.

15.07 On the death of a pensioner who has retained Extended Health Care and Dental coverage, the eligible spouse/dependent(s) is eligible to continue coverage for a maximum period of two years, on payment of 100% of the premium cost by the deceased pensioner's spouse/dependent(s).

15.08 O.M.E.R.S. Type I Pension

Effective September 1, 1984, full-time employees under this Agreement will be covered under O.M.E.R.S. Type I Supplementary Pension Plan. This plan provides additional service credits for those years of employment with Waterloo County predecessor Boards which took place prior to the employee's enrolment in the basic O.M.E.R.S. Plan.

ARTICLE XVI - RETIREMENT GRATUITY

Upon retirement on an O.M.E.R.S. Pension, or at normal retirement age as defined by Board Policy, a full-time employee of ten or more years of consecutive service immediately prior to retirement with this Board or its County of Waterloo predecessors shall be eligible for a Retirement Gratuity calculated on the following basis:

- *(a) From September 1, 1977, full accumulation of sick leave days will be permitted for Retirement Gratuity purposes only.
- (b) The daily rate shall be $1/260$ of the starting salary for Custodial I position.
- (c) The calculation shall be $**RSLD/2 \times (1/260$ of the starting salary Custodial I) to a maximum of one-half of maximum salary of Custodial I or one-half the employee's salary in the last year of employment, whichever is less.

****RSLD** = Retirement Sick Leave Days

- (d) Any full-time employee with twenty years of service with The Waterloo County Board of Education or its predecessors will under no circumstance, receive less than ten per cent of the employee's annual salary.

- (e) Payment of Sick Leave Credit Retirement Gratuity may be made by a method mutually agreeable to both the Board and to the employee and consistent with legislative requirements.
- (f) If an employee's employment is terminated by reason of disability in accordance with Article XIII, any unused retirement gratuity sick leave days accumulated will be held in reserve for retirement gratuity purposes if and when the employee is eligible for such benefits. The Retirement Gratuity calculation will be based on the salary schedule which existed at the time employment was terminated.
- (g) In the event of the death of a full-time employee after ten or more years of consecutive service, the amount of Sick Leave Credit Retirement Gratuity that would have been paid to the employee if the employee had retired on the date of the employee's death shall be paid to the employee's estate.
- (h) The Retirement Gratuity will be paid one time only.

*Sick leave days for sick leave purposes only will accumulate in a separate account and will not exceed a maximum accumulation of 260 days.

"E: (1) This sick leave credit retirement gratuity plan is agreed upon saving the rights which the employee or the Board may have acquired prior to this date under and by virtue of subsection 8, Section 84 of Bill 44 - *An Act To Amend The Secondary Schools and Boards of Education Act.*

(2) An employee will not receive less retirement gratuity than provided under the 1976-77 C.A.M.A. Agreement.

ARTICLE XVII - ANNUAL VACATION AND PAID HOLIDAYS

17.01 Vacations

For all employees covered by this agreement, vacations are calculated on the basis of years of continuous service to August 31 of the current year.

The Vacation Plan is as follows:

- less than one year of service -
pro-rated
- 1 year - 2 weeks (4%)
- 3 years - 3 weeks (6%)
- 6 years - 3 weeks plus 1 day (6.4%)
- 7 years - 3 weeks plus 2 days (6.8%)
- 8 years - 3 weeks plus 3 days (7.2%)
- 9 years - 3 weeks plus 4 days (7.6%)
- 10 years - 4 weeks (8%)
- 13 years - 4 weeks plus 1 day (8.4%)
- 14 years - 4 weeks plus 2 days (8.8%)
- 15 years - 4 weeks plus 3 days (9.2%)
- 16 years - 4 weeks plus 4 days (9.6%)
- 17 years - 5 weeks (10%)
- 21 years - 5 weeks plus 1 day (10.4%)
- 22 years - 5 weeks plus 2 days (10.8%)
- 23 years - 5 weeks plus 3 days (11.2%)
- 24 years - 5 weeks plus 4 days (11.6%)
- 25 years - 6 weeks (12%)

NOTE: (1) If a paid holiday occurs during an employee's vacation, a day in lieu of the holiday will be given either in conjunction with the employee's vacation or at a time mutually agreed upon.

- (2) All vacations must be completed by the end of the calendar year, unless otherwise approved by the Superintendent of Business Services.
- (3) Employees entitled to in excess of four weeks' vacation shall take such excess vacation at a time mutually agreed upon.
- (4) Should an employee be on sick leave preceding the vacation and such illness is expected to encroach upon the scheduled holidays, then the employee may be considered to be on sick leave and *the* scheduled holidays will be taken at a mutually agreed upon time.

17.02 Paid Holidays

The following days are considered paid holidays for the contract year 1989-1990:

Labour Day	September 4/89
Thanksgiving Day	October 9/89
Christmas Day	December 25/89
Boxing Day	December 26/89
New Year's Day	January 1/90
Good Friday	April 13/90
Easter Monday	April 16/90
Victoria Day	May 21/90
Canada Day	July 1/90
Civic Holiday	August 6/90

The following days are considered paid holidays for the contract year 1990-1991 :

Labour Day	September 3/90
Thanksgiving Day	October 8/90
Christmas Day	December 25/90
Boxing Day	December 26/90
New Year's Day	January 1/91
Good Friday	March 29/91
Easter Monday	April 1/91
Victoria Day	May 20/91
Canada Day	July 1/91
Civic Holiday	August 5/91

- (a) When a paid holiday falls on an employee's regular day off, the employee shall receive another day with pay in lieu thereof, at a time mutually agreeable to the immediate supervisor and the employee.
- (b) The foregoing holidays will be granted with pay at the employee's regular rate of pay provided that the employee works the full regular shift immediately preceding and immediately following such holiday.
- (c) For the period September 1, 1989 to August 31, 1990:

Each employee who has successfully completed the required probationary period shall be allowed one paid day during the term of this Agreement for the purpose of attending to personal matters. This day may be taken as one eight-hour day or two four-hour half days.

Arrangements for this day will be made through the employee's immediate supervisor. It shall be understood that in all cases such absences shall not require replacement personnel and will be at no additional cost to the Board. A reason is not required for the "personal day".

For the period September 1, 1990 to August 31, 1991:

Each employee who has successfully completed the required probationary period shall be allowed one paid day during the term of this Agreement for the purpose of attending to personal matters. This day may be taken as one eight-hour day or two four-hour half days.

Arrangements for this day will be made through the employee's immediate supervisor. It shall be understood that in all cases such absences shall not require replacement personnel and will be at no additional cost to the Board. A reason is not required for the "personal day".

ARTICLE XVIII - HOURS OF WORK

- 18.01 All full-time employees shall work a 40-hour work week based on five days of eight hours each day, Monday to Friday.
- 18.02 Five minutes wash up time before regular quitting time to be granted.
- 18.03 **Two** ten-minute rest periods during each eight hour day shift **and** one ten-minute rest period for evening and night shifts as per established timetable.
- 18.04 For Custodial III staff, daily hours of work shall be as specified by the employer and normally these hours shall be between 3:00 P.M. **and** 10:00 P.M. The work week shall be based on those specified hours for five days each week.

For purposes of this Agreement, the hours regularly worked each **day** shall be referred to as a day and shall not be increased by ~~more~~ than two hours at regular time.

ARTICLE XIX - OVERTIME

- 19.01 All time worked over a regular eight-hour shift shall be paid at the rate of time and one-half.
- 19.02 Time worked on Saturdays shall be paid at the rate of time and one-half, except **when** the Saturday forms part of a regularly-scheduled shift.
- 19.03 (a) Time worked on Sundays shall be paid at the rate of double time except when the Sunday forms part of a regularly-scheduled shift.
- (b) Time worked on statutory holidays, paid for by the Board, shall be at double time except when the holiday forms part of a regularly scheduled shift.
- (c) Time worked on a Saturday of a weekend containing a statutory holiday, paid for by the Board, shall be at a rate of double regular time, except when such work forms part of a regular shift.
- (d) Staff who are required to work overtime may, upon the approval of the Supervisor, take time off in lieu of overtime payment. Such time, approved by the Supervisor, will be in the same **manner** as described in Items **19.01, 19.02 and 19.03.**

(e) Days off in lieu of overtime payment must be used by the end of the calendar year, unless otherwise approved by the Board.

19.04 Overtime rates to be arrived at by dividing the employee's salary by 2080.

19.05 Any Custodial III working over *the* hours of their normal daily shift will be paid at the rate of time and one-half.

SALARIES

AND

HOURLY RATES

ARTICLE XX - SALARIES AND HOURLY RATES - Effective September 1, 1989

20.01 (i)	<u>Start</u>	<u>6 mos.</u>	<u>12 mos.</u>	<u>18 mos.</u>	<u>24 mos.</u>	<u>Inc.</u>
Custodian I	\$22,927	\$23,953	\$24,979	\$26,005	\$27,031	\$1,026
Custodian II	\$17,501	\$18,238	\$18,975	\$19,712	\$20,449	\$ 737
Custodian III	\$ 8.41	\$ 8.78	\$ 9.12	\$ 9.47	\$ 9.84	
Maintenance Serviceperson	\$24,147	\$25,173	\$26,199	\$27,225	\$28,251	\$1,026
Stationary Engineer	\$26,218	\$27,254	\$28,290	\$29,326	\$30,362	\$1,036
Tradesperson	\$26,218	\$27,254	\$28,290	\$29,326	\$30,362	\$1,036
Certified Tradesperson	\$26,810	\$29,339	\$31,864			

	<u>Minimum</u>	<u>Resp. Allow.</u>	<u>Maximum</u>	<u>Increment</u>
Custodial Department Head Secondary School	\$24,182	\$1,590	\$28,880	\$1,036
Head Custodian Elementary School				
A	\$23,953	\$1,352	\$28,383	\$1,026
B	\$23,953	\$1,081	\$28,112	\$1,026
C	\$23,953	\$ 811	\$27,842	\$1,026
D	\$23,953	\$ 677	\$27,708	\$1,026
Lead Hand Allowance	\$1,114			

ARTICLE XX -- SALARIES AND HOURLY RATES - Effective February 1, 1990

20.01 (i)	<u>Start</u>	<u>6 mos.</u>	<u>12 mos.</u>	<u>18 mos.</u>	<u>24 mos.</u>	<u>Inc.</u>
Custodian I	\$23,156	\$24,192	\$25,228	\$26,264	\$27,300	\$1,036
Custodian II	\$17,676	\$18,420	\$19,164	\$19,908	\$20,652	\$ 744
Custodian III	\$ 8.49	\$ 8.87	\$ 9.21	\$ 9.56	\$ 9.94	
Maintenance Serviceperson	\$24,388	\$25,424	\$26,460	\$27,496	\$28,532	\$1,036
Stationary Engineer	\$26,480	\$27,526	\$28,572	\$29,618	\$30,664	\$1,046
Tradesperson	\$26,480	\$27,526	\$28,572	\$29,618	\$30,664	\$1,046
Certified Tradesperson	\$27,346	\$29,926	\$32,501			

	<u>Minimum</u>	<u>Resp. Allow.</u>	<u>Maximum</u>	<u>Increment</u>
Custodial Department Head Secondary school	\$24,424	\$1,606	\$29,168	\$1,046
Head .Custodian Elementary school				
A	\$24,192	\$1,366	\$28,666	\$1,036
B	\$24,192	\$1,092	\$28,392	\$1,036
C	\$24,192	\$ 819	\$28,119	\$1,036
D	\$24,192	\$ 684	\$27,984	\$1,036
Lead Hand Allowance	\$1,125			

XX - SALARIES AND HOURLY RATES - Effective September 1, 1990

20.01 (i)	<u>Start</u>	<u>6 mos.</u>	<u>12 mos.</u>	<u>18 mos.</u>	<u>24 mos.</u>	<u>Inc.</u>
Custodian I	\$24,360	\$25,449	\$26,538	\$27,627	\$28,716	\$1,089
Custodian II	\$18,595	\$19,378	\$20,161	\$20,944	\$21,727	\$ 783
Custodian III	\$ 8.93	\$ 9.33	\$ 9.69	\$ 10.06	\$10.46	
Maintenance Serviceperson	\$25,729	\$26,822	\$27,915	\$29,008	\$30,101	\$1,093
Stationary Engineer	\$28,069	\$29,178	\$30,287	\$31,396	\$32,505	\$1,109
Tradesperson	\$28,069	\$29,178	\$30,287	\$31,396	\$32,505	\$1,109
Certified Tradesperson	\$28,987	\$31,722	\$34,451			

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	<u>Minimum</u>	<u>Resp. Allow.</u>	<u>Maximum</u>	<u>Increment</u>
Custodial Department Head <i>Secondary</i> School	\$25,889	\$1,702	\$30,918	\$1,109
Head Custodian Elementary School				
A	\$25,449	\$1,437	\$30,156	\$1,090
B	\$25,449	\$1,149	\$29,868	\$1,090
C	\$25,449	\$ 862	\$29,581	\$1,090
D	\$25,449	\$ 720	\$29,439	\$1,090
Lead Hand Allowance	\$ 1,184			

XX - SALARIES AND HOURLY RATES - Effective February 1, 1991

20.01 (i)	<u>Start</u>	<u>6 mos.</u>	<u>12 mos.</u>	<u>18 mos.</u>	<u>24 mos.</u>	<u>Inc.</u>
Custodian I	\$24,360	\$25,449	\$26,538 ✓	\$27,627	\$28,716	\$1,089
Custodian II	\$18,595	\$19,378	\$20,161	\$20,944	\$21,727	783
Custodian III	\$ 8.93	\$ 9.33	\$ 9.69	\$ 10.06	\$10.46	
Maintenance Serviceperson	\$25,729	\$26,822	\$27,915	\$29,008	\$30,101	1,093
Stationary Engineer	\$28,350	\$29,470	\$30,590	\$31,710	\$32,830	1,120
Tradesperson	\$28,350	\$29,470	\$30,590	\$31,710	\$32,830	1,120
Certified Tradesperson	\$29,567	\$32,356	\$35,140			

	<u>Minimum</u>	<u>Resp. Allow.</u>	<u>Maximum</u>	<u>Increment</u>
Custodial Department Head Secondary School	\$26,148	\$1,719	\$31,227	\$1,120
Head Custodian Elementary School				
A	\$25,449	\$1,437	\$30,156	\$1,090
B	\$25,449	\$1,149	\$29,868	\$1,090
C	\$25,449	\$ 862	\$29,581	\$1,090
D	\$25,449	\$ 720	\$29,439	\$1,090
Lead Hand Allowance	\$1,184			

20.01 (ii) Payment of Salaries

- (a) Employees who have completed their probationary periods, will receive an adjustment on their six-month anniversary of their placement on the permanent roll. Further adjustments shall follow as per ARTICLE 20.01 (i) following a satisfactory performance review.
- (b) Adjustments are not automatic. Recommendations for adjustments must be received by the Human and Educational Resources Division from the Business Services Department. such recommendations shall be effective on the appropriate date.

In the event the adjustment is not recommended, the employee's supervisor shall personally inform the employee of the reason, prior to the adjustment date. The employee may request the steward to be present if desired.

- (c) For the period of September 1, 1989 to August 31, 1990, payment of salaries shall take place on the following dates:

September 8	February 23
September 22	March 9
October 6	March 23
October 20	April 6
November 3	April 20
November 17	May 4
December 1	May 18
December 15	June 1
December 29	June 15
1990	June 29
January 12	July 13
January 26	July 27
February 9	August 10
	August 24

For the period of September 1, 1990 to August 31, 1991, payment of salaries shall take place on the following dates:

September 7	March 8
September 21	March 22
October 5	April 5
October 19	April 19
November 2	May 3
November 16	May 17
November 30	May 31
December 14	June 14
December 28	June 28
1991	July 12
January 11	July 26
January 25	August 9
February 8	August 23
February 22	

- 20.02 (a) Those in positions of Maintenance Servicepersons and currently paid a Tradesperson rate of pay will, as of September 1987, be reclassified as Maintenance Servicepersons; they will continue to receive the Tradesperson's rate while in their current position.
- (b) Those in positions of Maintenance Servicepersons and currently paid the Maintenance Servicepersons rate of pay and all new employees employed as Maintenance Servicepersons will be paid the Maintenance Servicepersons rate of pay.

20.03 Apprentice Employees

- (a) Apprentice employees registered with the Ministry of Labour shall be covered under the terms of this Agreement except that rates of pay shall be as established by the Ministry of Labour. Such apprentices shall become members of the Association and shall pay Association dues as provided for in ARTICLE III.
- (b) "It is understood and agreed that when apprentice employees become certified and are no longer registered with the Ministry of Skills Development, and the Board has been officially notified by the Ministry of Skills Development

of that certification, the Board will have thirty (30) working days in which to determine whether or not the employee shall be offered a permanent position with the Board.

The Board will not be obliged to provide employment with the Board. If permanent employment commences in any category, seniority rights will apply from the date of employment as an apprentice."

20.04 Allowances

(effective September 1, 1989)

- (a) **A** maintenance, stationary engineer, trade or certified tradesperson who **has** more than **one** certificate in a trade, as regulated by the Ministry of Labour, will be paid \$150 for each certificate to a maximum of:

\$150 per year for a maintenance person

\$300 per year for a stationary engineer or tradesperson

\$450 **per** yeas for a certified tradesperson

- (b) Effective September 1, 1990:

A maintenance, stationary engineer, trade or certified tradesperson who **has** more than

one certificate in a trade as regulated by the Ministry of Labour will be paid \$150 for each certificate to a maximum of:

\$300 per year for a maintenance person

\$450 per year for a stationary engineer or tradesperson

\$600 per year for a certified tradesperson.

20.05 Shift Bonus

For the period September 1, 1989 to August 31, 1990, a shift bonus of .44¢ per hour shall be paid for all hours worked between 4:00 p.m. and 8:00 a.m. with the exception that no shift bonus is payable for any part of a normal day shift.

For the period September 1, 1990 to August 31, 1991 a shift bonus of .46¢ per hour shall be paid for all hours worked between 4:00 p.m. and 8:00 a.m. with the exception that no shift bonus is payable for any part of a normal day shift.

NOTE: Day shifts are considered to be those shifts which commence between the hours of 7:00 and 9:00 a.m. and finish no later than 6:00 p.m.

20.06 Weekend Shift Allowance

Any shifts scheduled on weekends after 12 midnight on Friday and before 12 midnight on Sunday, shall for the period of September 1, 1989 to August 31, 1990 be compensated for at the rate of double shift bonus, as stated in 20.05.

20.07 Security Heating Checks

Security heating checks shall be carried out on Saturday and Sunday in all schools not covered with automatic surveillance equipment during the period December 1 to March 31. These checks shall be made at the overtime rate specified in 19.03(a).

Saturday and Sunday Maximum:

1 hour for 1 school
1.5 hours for 2 schools
2 hours for 3 schools

Required heating checks as authorized by the Manager of Plant Operations or Manager of Plant Maintenance or designate in addition to the period specified, shall be paid at the above rates.

20.08 Emergency Call Backs

Custodians or maintenance employees who are called to work due to an emergency situation shall be paid a minimum of two hours at the appropriate overtime rate.

20.09 On-Call Pay

Employees who are on call shall be paid on the basis of two hours per **day**, Monday through Friday. Saturday, Sunday and holidays shall be paid on the basis of three hours per day. All **rates** to be based on regular time.

ARTICLE XXI - TRAVEL ALLOWANCE

Travelling allowances for employees travelling between schools shall be:

30 cents per kilometer as per Board policy as amended from time to time.

Travelling allowances for maintenance trips shall be as follows:

30 cents per kilometer as per Board policy **as** amended from time to time plus 1.2 cents per kilometer additional for maintenance personnel who use their cars for carrying tools and equipment. In addition, each maintenance person **who** uses their car on a regular basis for carrying **tools** and equipment shall be paid a **sum** of \$125.00 per annum for such use; this amount to be paid on or before the end of September each year.

ARTICLE XXII - TERMINATION



22.01 This Agreement shall be in effect from September 1, 1989 to August 31, 1991 and shall continue thereafter unless terminated or as amended as hereinafter provided and shall apply to all eligible employees who are in the employ of the Board as of the date this Agreement is signed and to all employees hired from the date the Agreement is signed to the expiration of the current Agreement.

Unless either party gives to the other party, written notice of termination or of a desire to amend this Agreement, it shall continue to be in effect for a further year without change and so on from year to year thereafter.

Notice that amendments are required or that either party intends to terminate the Agreement, may be given only within a period of 90 days prior to the expiration date of this Agreement or any anniversary of such expiration date.

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating and/or exchanging proposals within twenty (20) days of the giving of such notice, if requested to do so.

UNDERSTANDING

1989 - 1991

1. Relating to Supervisory Staff who are Members of C.A.M.A.

Supervisory Staff who are members of C.A.M.A., and who have responsibilities for a school or project, are not required to file written reports of reprimand relative to other C.A.M.A. members under their supervision.

These Supervisory Staff are expected to keep their superordinate apprised of any concerns they have relative to Employees under their supervision in order that the appropriate formal action might take place.

This statement shall remain in effect until the end of the current Agreement.

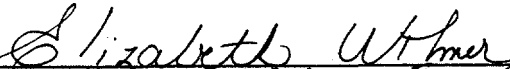
2. Relating to Early Retirement Benefits

The proposal re Early Retirement Benefits will be discussed at C.A.M.A./Management, and, subject to the agreement of all parties, will be proposed for implementation.

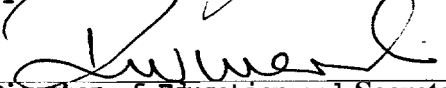
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DATED AT KITCHENER, ONTARIO THIS 16TH DAY
OF NOVEMBER 1989.

Signed and agreed on behalf of The
Waterloo County Board of Education:



Chairperson of the Board

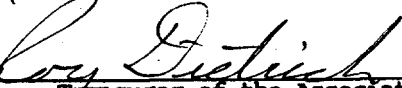

Chairperson
Employee Relations Committee of the Board


Director of Education and Secretary

Signed and agreed on behalf of the
Custodial and Maintenance Association:


Chairperson - Negotiating Committee &
president of the Association


Secretary of the Association


Treasurer of the Association

1990

JAN.		JAN.		FEB.		FÉV.		MAR.		MARS												
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