

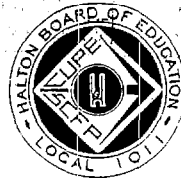
Board  
97 06 30  
225  
SD

"Pursuing Excellence in Education  
Through Commitment and Service"



"One Strong Voice"

Partners in Education



COLLECTIVE AGREEMENT

between

THE HALTON BOARD OF EDUCATION

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1011

Effective July 1, 1992  
(Unless otherwise indicated herein)

DEC 9 1994

0481906

I N D E X

PAGE

ARTICLE I - PURPOSE ..... 3

ARTICLE II - RECOGNITION ..... 4

ARTICLE III - RELATIONSHIP ..... 6

ARTICLE IV - MANAGEMENT RIGHTS ..... 7

ARTICLE V - DEDUCTION OF UNION DUES ..... 8

ARTICLE VI - UNION REPRESENTATION ..... 10

ARTICLE VII - SENIORITY ..... 13

ARTICLE VIII - JOB VACANCIES - POSTINGS & TRANSFER PROVISIONS ..... 18

ARTICLE IX - GRIEVANCE PROCEDURE ..... 21

ARTICLE X - ARBITRATION ..... 26

ARTICLE XI - DISCHARGE OR DISCIPLINE CASES ..... 28

ARTICLE XII - NO STRIKE OR LOCKOUTS ..... 30

ARTICLE XIII - MISCELLANEOUS LEAVES OF ABSENCE ..... 31

ARTICLE XVI - SICK LEAVE, RETIREMENT GRATUITY & RETIREMENT AGE ..... 38

ARTICLE XV - SAFETY PROVISIONS .....	47
ARTICLE XVI - VACATIONS .....	48
ARTICLE XVII - PAID HOLIDAYS .....	51
ARTICLE XVIII - EMPLOYEE BENEFITS .....	53
ARTICLE XIX - HOURS OF WORK .....	56
ARTICLE XX - OVERTIME .....	57
ARTICLE XXI - RELIEVING .....	60
ARTICLE XXII - UNIFORMS .....	61
ARTICLE XXIII - WAGE SCHEDULE .....	63
ARTICLE XXIV - EMPLOYEE RELATIONS COMMITTEE .....	69
ARTICLE XXV - PROFESSIONAL DEVELOPMENT .....	70
ARTICLE XXVI - TERM OF AGREEMENT .....	71

## ARTICLE I - PURPOSE

**1.01**

This Agreement ~~is entered into~~ by the ~~parties~~ to Provide for orderly collective bargaining ~~relations between the Board and its~~ employees represented by the ~~Union~~. It in the desire of ~~both parties~~ to ~~co-operate~~ in maintaining a harmonious relationship between the Board and its employees, to make provision herein for wages, ~~hours~~ of work and working ~~condi-~~ ~~tions~~, and to ~~provide~~ an orderly ~~method~~ of settling ~~grievances~~ under this Agreement which ~~may arise~~ from time to time, and the ~~Union~~ acknowledges the Board's obligations to ~~provide~~ reliable and continuous ~~service performed~~ with skill and efficiency.

**1.02**

"Full-Time employee" means an employee of the Board regularly employed for more than twenty-four (24) hours per week.

"Part-Time employee" means an employee of the Board regularly employed for twenty-four (24) hours or less per week.

It is recognized that employees regularly employed for twenty-four (24) hours or less per week usually work more than twenty-four (24) hours per week during the school vacation period and the parties hereto are agreed that such employees are regularly employed for twenty-four (24) hours or less per week and therefore are part-time employees.

## ARTICLE II-RECOGNITION

### 2.01

The Board **recognizes** the Canadian Union of **Public** Employees, Local 1011, as the exclusive bargaining agent for **all** its employees in the Region of Walton save and except supervisors, **persons** above the rank of supervisor, teaching staff, **office** staff, temporary workers, and students **employed less** than ~~four~~ **(4)** consecutive months per year. **The parties agree that bus drivers, cafeteria staff, para-professional staff and audio visual staff, are not** included in the bargaining unit

### 2.02

The word "**employee**" or "**employees**" **wherever** used in this Agreement shall **mean** any of all of the **seniority employees** in the **bargaining unit** **as defined** above except where the context **otherwise** provides.

### 2.03

No employee shall be required or permitted to make any written **or verbal** agreement which conflicts with the **terms** of **this** Collective Agreement.

### 2.04

**In respect of employees covered by this Agreement, the Board will not recognize** during the currency of this Agreement. any **other** bargaining unit

**2.05**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, that employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit up to a maximum period of ninety (90) days. If an employee returns to the bargaining unit, that employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

**2.06**

The Union shall have the right to have the assistance of counsel and/or an advisor when dealing with the Board at any step of the grievance procedure, when negotiating with the Board, or at any other meeting consented to by the Board and to be attended by either elected representatives of the Board or the Superintendent of Employee Services, or designate.

**2.07**

The words "shall" and "will" are deemed to be synonymous throughout.

## ARTICLE III - RELATIONSHIP

**3.01**

The parties hereto mutually agree that any employee of the Board covered by this Agreement may become or refrain from becoming a member of the Union if the employee so desires.

**3.02**

The Board agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization, or by reason of any lack of activity in any labour organization.

**3.03**

The Union agrees that it will not discriminate against, coerce, or restrain any employee because of membership or non-membership, any activity or lack of activity in any labour organization.

**3.04**

The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Board without permission of the Superintendent of Employee Services or designated representatives.

## ARTICLE IV - MANAGEMENT RIGHTS

## 4.01

Except as specifically modified by this Agreement, all rights and prerogatives which the Board had prior to the execution of this Agreement are retained by the Board and remain exclusively and without limitation within the rights of the Board. Without limiting the generality of the foregoing, the Board's rights shall include:

- (a) The right to maintain order, discipline and efficiency, and in connection therewith to make alter and enforce from time to time, rules and regulations, policies and practices, to be observed by its employees; the right to discipline and discharge employees for just cause provided that a claim of discharge without just cause may be subject matter of a grievance and dealt with as hereinafter provided
- (b) The right: to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend, and retire employees; to select employees for positions excluded from the bargaining unit.
- (c) The right to determine: the location of its operations and their commencements, curtailment or discontinuance, the direction of the working forces; the services to be furnished; the subcontracting of work; the schedules of work; the number of shifts; the methods, process and means of performing work; job content and qualifications; quality and quantity standards; the qualifications of employees; to use improved methods, machinery and equipment; overtime: to decide on the number of employees needed by the Board at any time; the number of hours to be worked starting and quitting time are solely and exclusively the rights of the Board.
- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Board.



## ARTICLE V - DEDUCTION OF UNION DUES

**5.01**

All employees shall, on the date of this Agreement or after one (1) months' service, whichever last occurs, sign a card, authorizing the Board to deduct from their pay, an amount equivalent to the Union's regular monthly Union dues for each calendar month thereafter, and the Board will remit same not later than the last day of the same month of such deductions, to the Treasurer of Local 011. Such deductions shall be in respect of regular monthly Union dues only, and shall not apply to any levies, special assessments or initiation fees. The amount to be deducted each month shall be equal to twice the hourly rate of pay.

The deduction of such Union dues prior to the employees having worked for the Board for a period of three (3) consecutive calendar months shall in no way alter the seniority or probationary period provisions outlined in Article 7.02 of this Agreement.

**5.02**

The Superintendent of Employee Services will supply the Union with a list of employees from whom deductions were made. The Board will have no responsibility to collect past Union dues.

- i) A list of seniority employees
- ii) Changes in addresses of seniority employees
- iii) New hires
- iv) Termination, resignation or retirement of seniority employees.

Such change in address to be furnished to the Union the month following the month in which the Employee Services Department received notice in writing.

In addition to the foregoing, the Superintendent of Employee Services will:

i) furnish the Union with an up-to-date list of names and addresses of seniority employees at the time of posting of the new seniority list;

ii) advise the Union by telephone, upon request, the correct address of any seniority employee.

#### **5.03**

In order that the Board may have definite instructions as to what amount is to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Superintendent of Employee Services in writing over the signature of the Secretary-Treasurer of the Union of the amount of deductions to be made by the Board equivalent to the Union's regularly monthly dues, and the Board shall have the right to continue to rely upon such written notification until it receives other written notifications signed with the same formality.

#### **5.04**

The Union agrees to defend and hold the Board completely harmless against all claims, demands, and expenses should any person at any time contend or claim the Board has acted wrongfully or illegally in making such checkoff deductions.

## ARTICLE VI - UNION REPRESENTATION

**6.01**

The Board will recognize as stewards not more than ten (10) seniority employees, provided such employees have acquired seniority under the terms of this Agreement, and the Union shall notify the Board in writing of the names of such employees and any changes as they occur. The Board shall not be obliged to recognize any steward until it has been notified in writing.

**6.02**

The Board agrees to recognize a Union Grievance Committee composed of not more than six (6) seniority employees. The Board agrees to recognize a Union Negotiating Committee composed of not more than six (6) seniority employees.

**6.03**

The Board and Supervisory personnel agree to cooperate with the committee members in the carrying out of the terms and requirements of this Agreement.

**6.04**

The Union Committee Members and members agree to cooperate with the Board in the carrying out of the terms and requirements of this Agreement.

**6.05**

It is understood that the stewards and committee member(s) have their regular work to perform on behalf of the Board. If it is necessary for a committee member(s) to service a grievance during working hours, the employee shall not leave work without first obtaining the permission of the supervisor. When resuming regular work, the employee shall again report to the Supervisor. A Steward or committee member(s) duties shall include assisting an employee in the preparation and presentation of a grievance and generally to assist in and be responsible for the proper administration of this Agreement.

**6.06**

A steward or a member of the Union Committee referred to in Article 6.02 thereof shall have the privilege of attending designated grievance procedure meetings and meetings held to negotiate the renewal of this Agreement held within regular working hours and will be compensated for time spent during such hours at regular straight time rate of pay, exclusive of all premiums, subject to the following:

1. It shall only apply to time spent processing grievances in Steps 1, 2, and 3 of Article IX, and shall not apply to time spent attending on an arbitration.
2. All time shall be devoted to the prompt handling of grievances.
3. The steward and grievor concerned shall obtain permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
4. All time away from work shall be properly reported.
5. The Board reserves the right to limit such time, on reasonable notice being given, if it deems the time so taken to be excessive.
6. In negotiations for the renewal of this Collective Agreement it shall apply to meetings held up to and including conciliation. Thereafter payment of the Union Committee shall not be the Board's responsibility.

**6.07**

The Board agrees to forward to the Union copies of all Board resolutions, Policies, By-Laws and Administration Procedures which the Board considers affect the members of the Union. Failure to do so, caused by oversight, shall not constitute a breach of his Agreement.

- (a) An employee will be paid regular straight time pay or lieu time, with agreement of supervisor, for the number of hours required to **attend meetings** called by **the Board**.

**6.08**

The Union and the Board desire **every** employee to be familiar with the **provisions** of this Agreement and the rights and obligations under it

For this reason, **sufficient** copies of the Agreement shall be printed in booklet form in a **Union Shop** **within thirty (30) days of the signing**. **The cost to be shared on a fifty-fifty (50-50) basis between** the Union and the Board. The Board and the Union will **agree** to the number of copies to **be** printed to ensure distribution to all **members** and the Board **employees** who require a copy of this Agreement.

**ARTICLE VII - SENIORITY****7.01**

Subject to the provisions hereinafter set forth, seniority is **defined** for the **purpose** of this **Agreement** as the **length** of service of any employee with the Board **computed** from a date **three (3)** months prior to the date such employee actually attains seniority **provided** in Article **7.02** hereof. The Board will maintain a separate full-time seniority **list** for all full-time employees and a separate **part-time** seniority list **for** all part-time **employees** showing the **date on** which each **employee's** seniority commenced. **Where** two **(2)** or **more** employees commence work on the **same** day seniority will be in accordance with the date of application for hire. An **up-to-date** seniority list will be posted on the **CareLaker's** bulletin board (one **(1)** per school) in January and July of each year.

**7.02**

**An** employee will be **considered** on probation and will not be placed on a seniority list and shall not have any seniority **rights hereunder** until the employee has worked for the Board for a period of three **(3)** months and shall then be entitled to be placed on the seniority list. Neither **the** Union nor any (employee will question the **dismissal** or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance. **There** will be no extension to the three **(3)** month probationary period granted, except for **reasons** of sickness or bereavement.

**7.03**

An employee shall lose all seniority rights

- (a) **If the employee is discharged for just cause and is not reinstated;**
- (b) **If the employee quits employment;**
- (c) **If the employee is absent from work for three (3) consecutive days, upon which the employee is scheduled to perform work. This Article 7.03(c) shall not be interpreted as permitting unauthorized absence of any duration;**

- (d) If a person on layoff fails to return to work within seven (7) working days after the Board's notice of recall is sent by registered mail or telegram to the last address of the person shown on the Board's records, or if such person within four (4) working days after such notice of recall is so sent, fails to notify the Board's office of an intention to return to work. This clause shall not apply if the employee furnishes reasons satisfactory to both the Board and the Union for such failure;
- (e) If the employee fails to report for work promptly after the expiration of any leave granted, unless the employee is excused by the Board;
- (f) (i) If an employee with seniority up to one (1) year is laid off for a continuous period of twelve (12) months;
- (ii) If an employee with seniority of more than one (1) year is laid off for a continuous period of twelve (12) months;
- (g) If the employee is absent from work due to illness or on Workers' Compensation for more than two (2) years before the Board removes an employee from the seniority list under the provisions of this clause (g) the Board will review the individual case.

It shall be the duty of the employee to notify the Employee Services Department promptly, in writing, of any change of address or telephone number. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail or telegram to the address of the employee which appears on the Board's payroll records shall be conclusively deemed to have been received by the employee.

#### 7.04

Promotions, permanent transfers, lay-offs and recalls after lay-offs, shall be based on the following factors:

**FULL-TIME EMPLOYEES**

Only full-time employees will be considered in effecting promotions, permanent transfers and layoffs with respect to full-time positions. Part-time employees will only be considered if there are no affected full-time employees. Promotions, permanent transfers and layoffs will be based on the following factors:

- (a) seniority; and
- (b) the requirements and efficiency of operation, the skill, competence, present ability, qualifications and training of the individual.

**PART-TIME EMPLOYEES**

Only part-time employees will be considered in effecting promotions, permanent transfers and layoffs with respect to part-time positions. Full-time employees will only be considered if there are no affected part-time employees. Promotions, permanent transfers and layoffs will be based on seniority.

**7.04(A)**

A lay-off shall be defined as a separation from or cessation of work for more than three (3) working days, except on sick leave or Board approved leave of absence.

**7.04(B)**

- (i) If layoffs occur, thirty (30) days advance notice of lay-offs will be given to those employees affected.
- (ii) **PART-TIME ONLY**
- (a) If lay-offs occur due to closing of schools or declining enrolment, the least senior part-time employee on the seniority list will be affected after probationary employees.



- (b) If lay-offs occur, as described in (a), the four **(4) most senior** part-time employees subject to lay-off will have their employment continued in a **position** in their specific geographic **area**, until appropriate vacancies **become** available.

**7.04(C)**

In the event of layoff, employees in **full-time positions** are not entitled to **transfer/bump** into part-time positions and employees in part-time positions are not entitled to **transfer/bump** into **full-time positions**.

**7.04(D)**

"Promotion" shall be defined as a **permanent transfer** to a job carrying a higher rate of pay.

**7.04(E)**

"Permanent **transfer**" shall be a **permanent** transfer to a job **carrying** the same rate of pay.

**7.05 - Subcontracting**

No seniority employee in the bargaining unit will be laid off or demoted **as a result** of the Board contracting out work or **services** being performed by employees in the bargaining unit. "**Demoted**" shall be deemed to **mean** transfer to a job carrying a lower basic rate of **pay**.

**7.06**

- (a) A full-time employee who **becomes** a **part-time** employee will **retain** all seniority accumulated as a full-time employee
- (b) A part-time employee who **becomes** a full-time employee will **retain** pro-rated **seniority**, based on a full year's seniority being equal to two thousand and eighty **(2080)** hours of actual work as a part-time **employee**.

**7.07 - Temporary Employees - Part-Time**

Temporary employees who have worked more than three (3) calendar months will become seniority employees.

**7.08 - Lay-Offs, Summer Breaks - Part-Time**

When lay-offs occur during the summer break, separation slips or certificates will be available to the employees within five (5) working days from separation.

## ARTICLE VIII

**- JOB VACANCIES - POSTINGS & TRANSFER PROVISIONS****8.01- Job Vacancies & Postings**

For the period commencing one (1) week prior to **Labour Day** up to and including the **first week** of July, ~~the Board agrees~~ to post **all** permanent job vacancies for **five (5)** working days. **During** such five (5) working days, the Board may **temporarily** till the vacancy **as it sees** fit. Placement of **the successful** applicant **may** be deferred pending identification and placement of successful applicant to **subsequent** job posting.

**8.02 - Full-Time Employees**

No employee who **has successfully** bid **under** this Article **shall** be entitled to bid for any **posted** job vacancy at the same position level for one **(1) year** from the date of the **successful** bid. An employee **shah** be permitted to bid for a promotion even though less than one **(1) year** has elapsed since the date of the last successful bid. "Promotion" **shah** be interpreted in accordance with the definition contained in Article **7.04(B)** hereof.

**8.03 - Full-Time Employees**

In the event the successful applicant is not satisfactory to the Board, the **employee shall** be returned to the former **position** within three **(3) months** **without** loss of **seniority** and any **other** employee transferred because of such **return shall** also be **returned** to the former **position** without **loss** of seniority. An employee who is returned to the former position **as** a result of being unsatisfactory in the new position **shah** not **be** eligible to make application for any position for a **period of twelve (12) months** from **the date upon** which the employee **is** returned to the old job unless the Superintendent of Employee **Services** gives **permission** to do so.

**8.04- Transfer Provisions**

(i) An employee who **desires** to transfer to a different ~~work~~ **location** will notify **the Su-**

perintendent of Employee Services in writing of the desire to transfer. Such request for transfer will be given consideration when permanent vacancies occur. "Transfer" shall be interpreted in accordance with the definition contained in 7.04(D).

- (ii) **Two (2)** employees may exchange work locations subject to the approval of the **Regional Supervisor Plant Operations** and the Superintendent of Employee Services.
- (iii) **Permanent Transfer: Part-Time**  
 "Permanent Transfer" shall be permanent transfer to a job carrying the same rate of pay. **Permanent Transfer shall be completed by mutual agreement** provided the operational requirements of the Board are met.

**8.05 Procedure for Part-Time Employees Transferring to Full-Time**

Only Cull-time employees will be considered by the Board in filling full-time positions, subject to the following:

- (i) A part-time employee who indicates that s/he wishes to be considered for a Cull-time vacancy shall be interviewed by the Board; and
- (ii) if successful in the interview process, the part-time employee will be placed on the eligibility list. If no applications are received from any full-time employees for the vacancy, a seniority part-time employee on the eligibility list shall be offered the full-time position.
- (iii) A part-time employee transferring to a full-time position shall have the option during the three (3) month probationary period required for transfer to the full-time position to return to the part-time position without loss of seniority obtained while in the part-time position and without loss of seniority obtained while in the full-time position.

**8.06**

Only **part-time** employees will be considered by the Board in filling **part-time** positions, subject to **the** following:

- (i) A full-time employee who indicates that **s/he** wishes to be considered for **a** part-time vacancy shall be **interviewed** by **the Board**; and
- (ii) if **successful** in the interview process, the full-time employee will be placed on **the** eligibility list. If **no** applications are received from any part-time employees for the vacancy, a full-time employee on the eligibility list shall be **offered** the part-time **position**.

**ARTICLE IX - GRIEVANCE PROCEDURE****9.01**

"Grievance" shall ~~mean a complaint or claim concerning~~ the alleged violation of the ~~provisions~~ of this Agreement.

**9.02**

(a) The parties to this ~~Agreement are~~ agreed that it is of the ~~utmost~~ importance to adjust complaints ~~as~~ quickly ~~as~~ possible. It is ~~understood~~ that ~~an~~ employee ~~has~~ no grievance until the employee has ~~first~~ given the immediate ~~supervisor an~~ opportunity to ~~adjust~~ the complaint

(b) If the complaint is ~~unresolved between~~ the employee ~~and~~ the Field Supervisor then a ~~joint meeting of the employee, supervisor, Supervisor of Plant Operations and Facilities Maintenance and the steward may be arranged in order to resolve the complaint.~~ The employee's immediate ~~supervisor shall~~ give the employee a reply within five (5) working days.

**9.03**

No grievance ~~shall be considered~~ which ~~was~~ not presented ~~within~~ ten (10) working days after the circumstances which gave ~~rise~~ to it came to the attention or should have ~~come~~ to the attention of ~~the~~ employee ~~concerned~~.

**9.04**

Grievance shall be adjusted and **settled** as follows:

STEP No. **1**

If an employee has a grievance ~~the~~ employee **shall first** and immediately within the ten **(10)** working days referred to in **9.03** submit the grievance in writing, to the Supervisor of Plant Operations and Facilities Maintenance.

The Supervisor of Plant **Operations** and Facilities Maintenance shall then investigate the grievance and may have a joint meeting with the individual **grievor**, the Field Supervisor and appropriate steward or Union **representative**. The Supervisor of Plant **Operations** and Facilities **Maintenance shall render decision in writing the Secretary of the Union within seven (7) working days**. The next step of the grievance **procedure** may be taken within **seven (7) working days of the Supervisor of Plant Operations and Facilities Maintenance** giving written **decision**, but not thereafter. The **written** grievance herein referred to shall be **in triplicate upon the grievance form which is annexed hereto as Schedule "C" to this Agreement** and such written grievance shall be signed by the grieving employee and **be** fully completed in **all** respects.

STEP No. **2**

If the grievance is not **settled** up to **this** point, the grievance committee shall, within seven **(7)** working days **after** the decision of the Supervisor of plant Operations and Facilities Maintenance under Step No. **1**, refer the written grievance to the **Superintendent of Employee Services** or designate. ~~The Superintendent of Employee Services or designate shall~~ **then** investigate ~~the~~ grievance and shall meet with the Union Grievance Committee. At such meeting the Board or the Union may have such additional **representation present** as each party desires. and ~~me~~ **grievor** or employee(s) concerned may be required to be **present** at the request of either party. The **Superintendent of Employee Services shall render a decision in writing to the Secretary of the Union within seven (7) working days**.

## STEP No. 3

If the grievance is not settled up to this point, the grievance **committee** shall, within seven **(7)** working days after the decision of the Superintendent of Employee **Services** under Step No. **2**, refer the written **grievance** to the Director of Education or designate. The Director of **Education** or designate shall **then** investigate the grievance and shall meet with the Union Grievance Committee as soon as possible but not later than **two (2)** week thereafter to attempt to settle the grievance. At such **meeting** the Board or the Union may have such additional representatives present **as** each party **desires**, and the **grievor** or employee(s) concerned **may** be required to be present at the request of **either** party. The Director of **Education** shall render a decision in writing to the **Secretary** of the Union within seven **(7)** working days of the holding of the **meeting**.

## STEP No. 4

If **final** settlement of the grievance is not **completed** at Step No. 3 above, it may be referred by **either** party to a **Board of Arbitration** as hereinafter provided within **thirty (30)** days from the Director of Education's or designate's decision at Step No. 3 above. The party referring the grievance to arbitration shall be restricted to the issue contained in the written **grievance**.

## 9.05

The written **grievance** shall be signed by the **grievor** and shall contain a **summary** of **all** **issues** in dispute and of the remedy requested by the **grievor**.

## 9.06

In the **case** of a Union policy grievance or Board grievance such grievance may be submitted to the Director of Education or to the Union, as the case may be in writing within seven **(7)** working days of the **circumstances** giving rise to the grievance and shall commence with Step No. 3 under the grievance procedure; however, it is expressly understood that the **provisions** of this paragraph may not **be used** by the Union to institute a **complaint** or grievance directly affecting an employee or employees which such employee or employees could



then-selves institute, and the regular grievance **procedure** shall not thereby be bypassed.

#### **9.07**

A complaint or **grievance** which has **been** disposed of pursuant to the grievance **and/or arbitration** provisions of this **Agreement** shall not again be made the **subject** matter of a **complaint** or grievance.

#### **9.08**

In the event of any alleged violation of the "No Strike or Lockout" Article hereof, the aggrieved party may cause the matter to be submitted to special **arbitration** and a special **arbitrator** may be appointed and shall hold a hearing immediately or **within** twenty-four **(24) hours** of being appointed. If the **parties** are unable to immediately agree upon an arbitrator who is available to hold a hearing immediately or within twenty-four **(24) hours**, the **grievor** may request the Minister of **Labour** for the **Province** of Ontario to appoint an arbitrator.

#### **9.09**

**Failure** to put a grievance in writing in Step No. 1 in accordance with the requirements of Article **9.05** hereof, shall be **deemed** a complete waiver and abandonment of the grievance by the **grievor**. Any grievance not **appealed** from one step of the grievance procedure to the next within the specified **time limits** as **prescribed** above shall be **considered settled** on the basis of the Board's last **reply**. If the respondent **to a grievance does** not comply **with** the time limits set out for meetings and/or **replies** to a grievance, the party having carriage of the grievance shall **process** the **grievance** to the next **higher** step within the **time** required after **expiration** of the **time for** the **respondent** to hold a meeting or give a reply. **as** the case may be. **Time** limits may be extended only where **mutually agreed upon in writing** between the Board and the Union.

#### **9.10**

A decision reached at any stage of the grievance procedure above outlined shall be final and

binding upon all parties **hereto**, including **the** complaining employee, **and** shall not be **subject** to reopening by any party except by **mutual** agreement.

If the grievance is **settled** at **Steps 1, 2** or 3 of the grievance procedure both the Board's and the **Union's representatives** who pass on the same as provided herein, shall sign the settlement as endorsed **on** the written grievance, so that no question or argument **may** arise as to **what the settlement was**. **In addition, the aggrieved employee shall sign the settlement as so** endorsed on the written grievance, acknowledging that the employee has read and understood **the same and is** bound thereby.

## ARTICLE X - **ARBITRATION**

### **10.01**

Either of the parties may, after exhausting the appropriate grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to a Board of Arbitration. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Board of Arbitration. The appointee so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within the time limited, then the Minister of Labour for the Province of Ontario shall be requested to appoint a qualified person to be chairperson.

### **10.02**

The Board of Arbitration shall hear and determine the matter and shall issue a decision, which decision shall be final and binding upon the parties, and upon any employee affected by it. The decision of the majority shall be the decision of the Board of Arbitration, but if there is no majority decision the decision of the chairperson shall govern.

### **10.03**

The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to adjudicate any matter not specifically assigned to it by the written, grievance as filed at the initial step.

**10.04**

Each of the **parties** of this Agreement shall **bear** the **expenses** of the arbitrator **appointed** by **it**, and the **parties hereto** will jointly bear, share and share alike, the expenses of the chairperson of the Board of Arbitration.

**10.05**

No matter may be submitted to arbitration which has not **properly been** carried through all **previous steps of the grievance procedure**. **The provisions of this clause shall not be considered** waived by the **parties** or either of them unless they **expressly** provide a waiver thereof **in** writing signed by both parties.

## ARTICLE XI - DISCHARGE OR DISCIPLINE CASES

**11.01**

A claim by a **seniority** employee that the employee has been unjustly discharged shall be treated as a ~~grievance~~ if a written statement of such grievance is **lodged** with the **Superintendent of Employee Services** within **five (5) working days after the discharge**. Such special grievance shall be dealt with at Step No. 2 and the balance of **the** grievance procedure. Such five **(5)** working day time limit **shall** be extended only **where** it is physically impossible for the employee, to comply, for example where the employee is **confined** to jail or hospital. In **no** event **shall** such extensions **exceed** nine **(9)** working days, i.e. a total of twelve **(12)** working days from the date of discharge.

**11.02**

Should **the parties** agree or should the Board of **Arbitration** determine that an employee **has been** unjustly disciplined or **discharged** such employee **shall** be reinstated in the former **position**, without **loss** of seniority, and shall be compensated for all regular straight time wages and applicable premiums lost including Board's contribution on behalf of **the employee** to Group Life, **Extended** Health Plan, Employer **Health** Tax and Dental Plan provided **the** employee pays premiums for the interim **period** **less** any **monies** which **the employee earned** or could reasonably have **earned**, **in** the interim or by any **other** decision which is just and equitable in the **circumstances**.

**11.03(A)**

Each employee shall be provided **in** writing with any notation of derogatory or disciplinary action which is to be **placed** on the employee's **employment** record. Such notice **shall** be given to the employee within seven **(7)** calendar days of the **discovery** of the occurrence giving rise to the action and such **notice** will be acknowledged by **the** employee by signed receipt. The Union Steward **present** **shall** sign as witness and receive a copy of the document for the Union **records**.

**11.03(B)**

An employee involved in disciplinary **action or** discharge being taken against the employee will have **a steward present** at the time of **the** disciplinary action or discharge.

**11.04**

Any written **communication with an employee concerning derogatory or disciplinary action** shall be removed **from the employee's file** if **there has been no further** incident with **said employee after a period of two(2) years.**

ARTICLE XII - NO STRIKE OR **LOCKOUTS****12.01**

The Union **undertakes** and agrees that while this Agreement is in **operation** neither the Union nor any employee shall take part in or call or encourage any **strike, picketing, sitdown, slowdown, or any suspension or of stoppage or interference** with work or production **against** the **Board** which shall in any way affect the operation of the **Board**, nor shall there be any sympathy **strikes** or secondary boycotts and the Board agrees that it will not engage in any lockouts during the term of this Agreement.

## ARTICLE XIII - MISCELLANEOUS LEAVES OF ABSENCE

### 13.01

An employee may be granted a leave of absence without pay and without loss of seniority if a complete application therefor is approved by the Superintendent of Employee Services and is sent to the Employee Services Department where possible, at least fifteen (15) days prior to the requested leave. Such request must show good and sufficient reason and shall contain:

- (1) the reason for the proposed absence
- (2) the commencement date of the proposed leave of absence
- (3) the length of the proposed leave of absence including date of return.

#### NOTE:

- (a) Leaves granted shall be in writing covering a specific period of time.
- (b) The Superintendent of Employee Services agrees to give consideration in a fair and reasonable manner to an extenuating circumstance related to the overstaying of a leave of absence.
- (c) Leaves granted or denied shall be in writing from the Superintendent of Employee Services or designate.
- (d) **PART-TIME ONLY** - No employee for any reason will be granted a leave of absence in excess of three (3) months except under the provisions of available cumulative sick leave under Article XVI.



**13.02**

Leave of absence without loss of seniority will be granted to not more than four (4) seniority employees at any one time (not more than one (1) of whom shall be from the same school) and in respect of all such employees shall not total more than sixty (60) working days per year (September 1 to August 31) or more than twenty (20) working days per year for any individual, and such leave of absence shall be confined to representing the Union at Union conventions or Union conferences. The Board agrees to pay on behalf of the Union to employees on leave of absence pursuant to this Article 13.02 full wages and compensation for which they would otherwise be entitled under this Agreement and the Union agrees to reimburse the Board for the total wages paid to and/or behalf of such employees.

**13.03. Union Education Leave**

Leave of absence without pay and without loss of seniority, will be granted to Union members, Stewards and Officers to attend Union sponsored education courses during the working hours and in respect all such employees shall not total more than thirty (30) days per year (September 1 to August 31).

**13.04**

The following absences may be allowed without charge to the sick leave account:

**(a) Deaths and Funerals**

Three (3) days' leave of absence without deduction shall be granted to a seniority employee in the case of the death of an immediate member of the family or an immediate relative by marriage. An "immediate member of the family" is defined as father, mother, sister, brother, daughter, son, grandparent, grandchildren, spouse, stepfather, stepmother, stepsister, stepbrother, and stepchild. An "immediate relative by marriage" is defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. In all other cases one (1) day shall be allowed for the purpose of attending a funeral, and/or attending Church or Memorial Service,

subject to the approval of the Superintendent of Employee Services. If a bereavement occurs while an employee who is in a full-time position is on vacation, the vacation will be extended by two (2) days provided the requirements for bereavement leave are met.

All approved bereavement leave in 13.04(a) will be without loss of pay provided the purpose of the leave includes attending the funeral and/or attending Church or Memorial Service of the deceased. All time off granted for bereavement in 13.04(a) must be taken at the time of the occurrence of the death and such time off cannot be compounded with other benefits.

(b) Jury Duty and Subpoena

An employee is entitled to salary, notwithstanding the employee being absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which the employee is not a party or one (1) of the persons charged, provided that the employee pays the Board any fee, exclusive of travelling allowance and living expenses, that is received as a juror or as a witness.

(c) Worked Compensation

Each seniority employee who is injured in the course of duty shall have the Workers' Compensation salary awards supplemented from sick leave account to provide for payment of full salary. In the event that an employee does not wish to use sick leave credits to supplement the Workers' Compensation award, the employee must give immediate notice in writing to the Employee Services Department. After the expiration of any Workers' Compensation award, the employee may use the current year's sick leave or accumulated credits up to the limit previously established. It should be understood that there shall be no pyramiding or compounding of Board benefits with any other internal or external benefit. An employee on sick leave shall not be able to earn an amount of income greater than that which the employee earned while actively at work.

**13.05 . Maternity Leave (Pregnancy Leave)**

The Board shall upon written request of an employee and receipt from a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the date upon which delivery will occur in the medical practitioner's opinion, grant or cause to be granted to the employee a Pregnancy Leave (leave of absence without pay).

- (a) Pregnancy Leave shall be governed by the *Employment Standards Act* and any amendments thereto. An employee on Pregnancy Leave for the seventeen (17) week period or on a Parenting Leave for the eighteen (18) week Period identified under the *Employment Standards Act* shall accumulate seniority but not salary. The normal Board contributions to benefits will continue during both the Pregnancy Leave and the Parenting Leave.
- (b) The Board shall, on written request of the employee, grant in addition to the Pregnancy Leave and the Parenting Leave in 13.05 a leave of absence for personal family reasons for a period not to exceed one (1) year Provided that the date of termination of the leave coincides with a natural break in the school year. Such extensions beyond the seventeen (17) week Pregnancy Leave and the eighteen (18) week Parenting Leaves shall be without payment of salary, allowances and fringe benefits Effective July 1, 1992 the member shall accumulate seniority during the leave.
- (c) At the termination of the leave period the onus shall be on the employee to report, in writing, to the supervisor, the employee's readiness and medical fitness to resume the employee's duties.
- (d) The employee shall return to work after the Pregnancy Leave without loss of seniority, held at the commencement of the leave subject to the provisions of this Collective Agreement.

**13.06-Parenting Leave**

An employee may be **granted** a leave of absence of one (1) day with pay, **subject** to the approval of the Superintendent of Employee Services, on the occasion of the birth of the **employee's** child. The leave may be taken between the day of delivery and the day of hospital ~~release~~, inclusive.

**13.07 - Adoptive Leave**

**Leave** shall be available to an employee who adopts 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 commence leave immediately the child becomes available. Written **notification shall** be given to the Supervisor of the **exact dates** of the leave when they are known. **Leave for purpose of adoption shall be limited to seventeen (17) weeks. An additional eighteen (18) week Parenting Leave will be available to an employee as specified in the Employment Standards Act. An employee while on Adoptive Leave for up to seventeen (17) weeks or Parenting Leave of eighteen (18) weeks shall accumulate seniority but not salary. Board contributions to benefits will continue during both the Pregnancy Leave and the Parenting Leave.**

- (a) **The Board shall, on written request of the Member, grant in addition to the Adoptive Leave and Parenting Leave in 13.07 a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year. Extensions beyond the seventeen (17) week Adoptive Leave and eighteen (18) week Parenting Leave shall be without payment of salary, allowances or fringe benefits. Effective July 1, 1992, the member shall accumulate seniority during this leave.**

**13.08**

All parties concerned agree that the best interest of the employee concerned should be observed in arranging the dates for the commencement and termination of Pregnancy Leave and Adoptive Leave.

**13.09 - Quarantine**

Every employee is entitled to legitimate absence from duty with pay in any **case** where, because of exposure to communicable disease, the employee is quarantined or other-wise **prevented** by the order of the public health authorities pursuant to the *Public Health Act* from attending upon the employee's duties.

**13.10-Compassionate Leave**

An employee may be **granted** up to a maximum of three (3) days per **year compassionate** leave with pay and without **loss** in seniority subject to prior approval of the Superintendent of Employee Services. Such request must show the reason, commencement date and **requested length of the proposed absence**.

**Leave** of this nature will usually **cover** extraordinary **circumstances** that are beyond the individual employee's control, which merit individual attention, such as extended bereavement or emergency illness of any member of the family, and is subject to **the approval of the Superintendent of Employee Services** or designate.

**13.11**

In **cases** where schools are closed by the **Director** of Education due to inclement weather, employees will be relieved of their shift obligation without **loss** of pay.

**13.12**

Subject to a **minimum** notice of three (3) days being given to the member's immediate **supervisor, a seniority employee may be granted, with the approval of the Superintendent of Employee Services** or designate, a leave of absence with pay **through** the deduction of sick

leave **credit** up to one **(1)** day in any one **(1)** calendar **year** for the **purpose** of **moving** to a **new** place of residence on the day **of** the move or, **for** the **purpose** of **moving** another day **acceptable** to the Superintendent of Employee Services or designate, limited to **once** during the calendar year.

ARTICLE XVI - SICK LEAVE, RETIREMENT GRATUITY &  
RETIREMENT AGE

**14.01(A) - Sick Leave - FULL-TIME EMPLOYEES**

- (1) Eligibility  
The cumulative sick leave plan shall apply to all full-time seniority **caretaking staff** of **CUPE Local 1011** who are **employees** of the **Halton** Board of Education, subject to clause **14.01 A(5)** who **serve** a waiting period.
- (2) Administration of the **Plan**  
Subject to the **final** authority of the Board, the administration of the plan **shall** be vested in the Employee **Services** Department **The** Employee Service-s Department shall **keep a record** of the **credits** and deductions for each **employee** and shall provide a statement to each employee annually of the state of their **credit** under the plan.
- (3) Final Authority  
**In case** of dispute with **respect** to credits or deductions, the decision of the Board shall be final subsequent to prior consultation between the employee concerned and the **administrative officials**.
- (4) Waiting Period for Sick **Leave** Entitlement  
All **employees** to be eligible for cumulative sick leave. must **undergo** a three **(3)** month waiting period prior to exercising any sick leave entitlement
- (5) Sick Leave and Credits
  - (a) **Each** full-time seniority employee hired prior to January **1, 1981** shall be entitled to two **(2)** days of sick leave for each **full month worked**.

- (b) For full-time seniority ~~employees~~ hired on or after **January 1, 1981**, the following ~~will~~ apply: new ~~hires~~ working five **(5)** days per week will ~~be entitled to two (2) days~~ of sick leave for each full month worked
- (c) At the ~~end~~ of each ~~working~~ year, all of the balance ~~of that year's sick leave allowance~~ for ~~each~~ employee, ~~after deducting absences due to personal illness or injury~~, will be credited to such ~~employee's~~ accumulated sick leave account subject to the following:
- (i) Employees who have, accumulated two hundred and forty **(240)** days or ~~less~~ as of December **31, 1980** will be limited to a maximum sick leave accumulation of two hundred and forty **(240)** days;
- (ii) Employees hired prior to December **31, 1980** having sick leave accumulation in excess of two hundred ~~and~~ forty **(240)** days will be permitted to have their maximum sick leave ~~accumulation limited to their December 31, 1980 figure as determined by the Employee Services Department;~~
- (iii) Eligible employees hired on ~~or~~ after **January 1, 1981** shall ~~have their sick leave days~~ limited to a ~~maximum~~ accumulation ~~of~~ two hundred ~~and~~ forty **(240)** days.

~~The~~ working, year shall start on the ~~first~~ day of July annually for the purpose of ~~this~~ plan.

- (d) ~~Each~~ day's absence of an employee due to personal illness or injury will cause a deduction ~~tint~~ from the current year's allowance, then and if the allowance ~~be exhausted from the employee's accumulated sick leave account.~~

No employee, however, may draw ~~more~~ than two hundred ~~and~~ forty **(240)** days of sick leave credit ~~from~~ the ~~accumulated~~ sick leave account for any one ~~illness~~ or injury. The employee shall ~~re-enter~~ the service of the Board for one **(1)** complete term



(three (3) complete months) before drawing on an employee's accumulated credit **again**. Consequently, once an employee has **banked** the permitted accumulation of sick leave credits, the employee's sick leave, therefore, becomes **non-cumulative** so **that** sick leave **days** earned in the year of the sick leave absence may be used prior to drawing on the **days** of entitlement but will not be accumulated beyond the **year earned**.

(6) Reporting and Certification of Absences

Any absence must be **reported** immediately by the employee to the Head **Caretaker** who will advise the Field Supervisor. Such an absence **must** be reported by the **Supervisor of the Employee's Service Department**.

Absences for **personal illness or injury** for a **period** not exceeding **three (3)** consecutive working days may be **certified** by the supervisor **unless** the Employee Services Department asks specifically in a particular instance for certification in writing by a qualified medical or **dental** practitioner. **All absences** over **three (3)** consecutive working days must be **certified by a qualified medical or dental practitioner**. For an **absence** exceeding one (1) **month**, the Superintendent of Employee Services may request a medical **certificate** from a doctor appointed by the Board in **order** to **continue** sick leave **payments**. When the Board **requests** a doctor's certificate **from an employee** related to an absence on sick leave for less than three (3) days and the **employee's** physician charges for such **certificate**, the Board shall subsequently **reimburse** the employee **up to ten dollars (\$10.00)** after receipt of a doctor's invoice.

(7) Computation of Daily Rate

Sick leave **claims** shall **be computed** for payment on the basis of the daily salary rate of the employee at the time of the absence.

(8) Absence Chargeable to Sick Leave

**Deductions** shall be made from an employee's sick leave credit for **the** number of

days of absence because of personal illness. No salary payments shall be made to an employee for absence beyond the number of days to the employee's credit in the sick leave plan.

**14.01(B)- Sick Leave- PART-TIME EMPLOYEES**

(1) Eligibility

The cumulative sick leave plan shall apply to all seniority employees covered by this Agreement subject to 14.01(B)(4) and 14.01(B)(5).

(2) Administration of the Plan

Subject to the final authority of the Board the administration of the plan shall be vested in the Employee Services Department. The Employee Services Department shall keep a record of the credits and deductions for each employee and shall provide a statement to each employee annually of the state of their credit under the plan.

(3) Final Authority

In case of dispute with respect to credits or deductions, the decision of the Board shall be final subsequent to prior consultation between the employee concerned and the administrative officials.

(4) Waiting period for Sick Leave Entitlement

All new employees hired after September 1, 1984 to be eligible for sick leave, must complete the mandatory probationary period satisfactorily prior to exercising any sick leave entitlement. Cumulative Sick Leave becomes effective after the completion of the probationary period.

(5) Sick Leave and Credits

Effective July 1, 1990 upon completion of the probationary period up to six (6) days will be credited for employees whose work schedule is or greater than twenty (20) hours per week. Up to three (3) days will be credited to employees whose work schedule is less than twenty (20) hours per week.

- (i) **Effective July 1, 1990**, each seniority employee whose work schedule is equal to or **greater than** ~~more~~ **(20)** hours per week shall be entitled to **two (2)** days of sick leave based on the employee's regular number of hours per day, of each full month period.
- (ii) **Effective July 1, 1990**, each seniority employee **whose** work **schedule** is **less** than twenty **(20)** hours per **week shall be entitled** to one **(1)** day of sick leave **based on the** employee's regular number of hours per day, for each full month period.
- (iii) At the end of each working year. i.e. August, all of the balance of that year's sick leave allowance for each employee, **after** deducing absences due to personal illness or injury, will **be credited** to such employee's accumulated sick leave account **subject** to the following
  - (a) **All** employees eligible for sick leave **accumulation** will be **limited** to a maximum sick leave **accumulation** of one **hundred (100)** days. **Each** day's absence of an employee due to personal **illness** or injury will **cause** a deduction first from the current year's allowance, then and if the allowance be exhausted. **from the employee's** accumulated sick leave account. No employee, however, may **draw** more than one hundred **(100)** days of sick leave for any one **(1)** illness or injury. **The** employee **shall re-enter** the service of the **Board** for three **(3)** complete months before **drawing** on sick leave credits again. Consequently, once an employee has banked the permitted accumulation of sick leave credits, the employee's sick leave, therefore, becomes non-cumulative so that **sick** leave days **earned** in **the year of the sick leave absence may be used prior drawing on the days** entitlement but will not ~~be~~ accumulated beyond the year **earned**.
- (6) **Reporting and Certification of Absences**  
Any absence must be reported immediately by the employee to the Head **Caretaker** who will advise the Field Supervisor. Such an absence must **be** reported by the Supervisor to the **Employee Services** Department

**Absences** personal illness or injury for a period not exceeding three (3) consecutive working days may be certified by the Supervisor unless the Employee Services Department asks specifically in a particular instance for certification in writing by a qualified medical or dental practitioner. All absences over three (3) consecutive working days must be certified by a qualified medical or dental practitioner. For an absence exceeding one (1) month, the Superintendent of Employee Services may request a medical certificate from a doctor appointed by the Board in order to continue sick leave payments. When the Board requests a doctor's certificate from an employee related to an absence on sick leave for less than three (3) days and the employee's physician charges for such certificate, the Board shall subsequently reimburse the employee up to ten dollars (\$10.00) after receipt of a doctor's invoice.

- (7) **Computation of Daily Rate**  
Sick leave claims shall be computed for payment on the basis of the daily salary rate of the employee at the time of the absence.
- (8) **Absence Chargeable to Sick Leave**  
Deductions shall be made from an employee's sick leave credit for the number of days of absence because of personal illness. No salary payments shall be made to an employee for absence beyond the number of days to the employee's credit in the sick leave plan.
- (9) **Effective Date**  
The effective date of this accumulative sick leave plan will be September 1, 1984.

#### **14.01(C)-Retirement Gratuity-FULL-TIME EMPLOYEES**

##### **(1) Eligibility**

- (a) A full-time seniority employee must serve with the Halton Board of Education for a period of ten (10) consecutive years immediately preceding retirement to become

eligible for a retirement gratuity. The Halton Board of Education includes all former school boards which constituted the Halton County Board of Education on January 1, 1969.

- (b) (i) Effective July 1, 1990, this plan shall not apply to any new employees hired after December 31, 1980.
- (ii) Effective July 1, 1991, subject to the terms outlined, this plan will apply to all seniority employees.
- (c) An employee must be retiring by reason of age or ill health to be eligible. Retirement for ill health is retirement on pension cause by some permanent disability which prevents the employee from being employed in the usual capacity and is identical to the meaning described by the Ontario Municipal Employee's Retirement System. Retirement by reason of age shall mean the retirement on pension as outlined under the Act or System.
- (2) Amount of Gratuity
  - (a) The amount of gratuity paid to an eligible employee shall not exceed six (6) months' salary computed on the basic salary (excluding any bonus, overtime payments etc.) of the last full year for which the employee was employed by the Board provided such payout does not exceed the allowable maximum payout outlined in Article 14.01(C)(2)(d).
  - (b) An employee after ten (10) years of consecutive service with the Board, shall be entitled to a retirement gratuity computed in accordance with the formula set out in 14.01(C)(2)(d), if the credit the employee's accumulated sick leave is sufficient, of twenty-five percent (25%) of the last full year's basic salary. This percentage shall increase each consecutive year, thereafter by five percent (5%) until a maximum of

**fifty percent (50%) of the last** full year's basic salary is reached provided at **no** time such gratuity payout exceeds the allowable maximum outlined in Article 14.04(C)(2)(d).

- (c) The amount of the gratuity paid to an **eligible employee** shall be computed as follows subject to the allowable maximum outlined in Article 14.01(C)(2)(d):

(25 to 50% as determined in 14.01(2)(d))

x (basic salary of last full year)

X accumulated sick leave to maximum of 240

- (d) **The amount of the gratuity paid to an eligible employee shall be either the calculation under 14.01(C)(2)(c) above or ten thousand dollars (\$10,000.00), whichever is the lesser.**

It is understood that the ten thousand dollar (\$10,000.00) maximum payout **cap** under 14.01(C)(2)(d) of the Retirement Gratuity Plan will come into effect on the first day of January, 1986 for those employees hired before January 1, 1981.

- (3) Method of Payment

- (a) **The gratuity shall be paid to the retiring employee immediately on retirement and/or January of the year following retirement. Each retiring employee shall advise the Employee Services Department in writing at least six (6) months prior to the retirement date as to the method of payment desired.**
- (b) **The gratuity may be paid, in whole or in part, on the employee's direction and on the employee's behalf, into a registered retirement savings plan**
- (c) In the event that a retired employee dies before having received the full retirement

gratuity, the balance of the gratuity shall be paid to the widow **or** widower of the employee **or** to the heirs at law, **or** executors **or** administrators.

- (d) On the death of **an** employee of the **Board** before retirement a death benefit of an amount equal to the retirement gratuity. (as computed in **accordance** with **the** provisions of **Article 14.01(B)(2)**, at the **time of** death of such employee) shall be paid to the widow **or** widower of the employee or to the heirs at law, or executors or **administrators**.
- (4) **The Board reserves the right to withhold the payment of the retirement gratuity in the case** of any employee who is discharged or **caused** to resign for reasons which the Board **may deem** to have **moral**, legal or professional implications.

**14.01(D) -Retirement Age-FULL-TIMEEMPLOYEES**

Retirement will be at **the** end of the month in which an employee's sixty-fifth (**65th**) birthday occurs **or** at the end of the school **year** during which the sixty-fifty (**65th**) birthday occurs. **For the purpose** of this Article. the end of the school **year** shall be June 30.

**ARTICLE XV - SAFETY PROVISIONS****15.01**

It is agreed that both parties will cooperate **for** the prevention of accidents and promotion of safety and **health**. **The** Board will make reasonable provisions for the safety and protection of the **health** of **the** employees during the hours of employment.

**15.02**

**It is the responsibility of the employee to report to the immediate supervisor any equipment** which in the employee's opinion, is unsafe or hazardous.

**15.03**

The Board agrees to **maintain** a Health and Safety Committee to **discuss health** and **safety matters**.

**15.04**

**The** Union will provide a **representative** and an alternate to sit on the Board's Joint **Health** and Safety **Committee**. **The** Union will participate cooperatively with this Committee.

**15.05**

An employee who is a **member** of the Occupational **Health** and Safety Committee will be paid at the **regular rate** of **pay** for **attendance** at the regularly scheduled meetings, when scheduled outside of their regular shift, subject to approval of the Superintendent of **Em** **ployee** Services or designate. in consultation with the employee's supervisor,



## ARTICLE XVI - VACATIONS

**16.01(A) - FULL-TIME EMPLOYEES**

Effective July 1, 1986, vacations with pay shall be granted to employees of the Board in accordance with the following:

- 1 years' seniority as of July 1 of the vacation year - 2 weeks vacation with pay
- 3 years' seniority as of July 1 of the vacation year - 3 weeks vacation with pay
- 9 years' seniority as of July 1 of the vacation year - 4 weeks vacation with pay
- 17 years' seniority as of July 1 of the vacation year - 5 weeks vacation with pay
- 25 years' seniority as of July 1 of the vacation year - 6 weeks vacation with pay

**16.01(B)**

Any employee not having a year of service prior to the commencement of the vacation period shall be allowed a vacation at the rate of one (1) working day for each completed month of service, up to a maximum of nine (9) working days' vacation.

**16.01(C) - Vacation - PART-TIME EMPLOYEES**

Employees who are in the employ of the Board as of July 1st in any year, and who have been employees of the Board for five (5) years prior to such July 1st shall be entitled to six percent (6%) of their regular annual wage as vacation allowance.

Employees who are in the employ of the Board as of July 1st in any year, and who have been employees of the Board for eleven (11) years prior to such July 1st shall be entitled to eight percent (8%) of their regular annual wage as vacation allowance.

Employees who are in the employ of the Board as of July 1st in any year, and who have been employees of the Board for seventeen (17) years prior to such July 1st shall be entitled

to ten percent (10%) of their regular annual wage as vacation allowance.

All other employees who have less than five (5) years' service with the Board as of July 1st in any year will be entitled to vacation allowances as outlined in the *Employment Standards Act*.

**16.02 - FULL-TIME EMPLOYEES**

If a statutory or declared holiday falls or is observed during an employee's vacation period an additional day's vacation for such holiday shall be granted

**16.03 - FULL-TIME EMPLOYEES**

Vacations shall be taken during the months of July and August in each year. Provided however that employees may with the permission of the Superintendent of Employee Services, be permitted to take their vacation immediately prior to and running into July or to extend a vacation from August into September.

**16.04 - FULL-TIME EMPLOYEES**

Notwithstanding Articles 16.01 to 16.03 inclusive, if vacation entitlement is interrupted prior to the scheduled vacation period by prolonged illness or injury and such illness or injury is compensable by Workers' Compensation, the vacation of the affected employees will be rescheduled subject to the work requirements of the Supervisor - Plant Operations. The Superintendent of Employee Services reserves the right to request proof of illness or injury.

**16.05 - FULL-TIME EMPLOYEES**

During any twelve (12) month period July to June and subject to approval of the Regional Supervisor Plant Operations and the Superintendent of Employee Services, at least one (1) month prior, twenty-five percent (25%) of the seniority employees may use up to fifteen days of vacation entitlement during months other than July and August.

**16.06 - FULL-TIME AND PART-TIME EMPLOYEES**

In lieu of **Remembrance Day**, one (1) additional day is added to the vacation entitlement of seniority employees. This additional day is to be taken **during Christmas** Holidays.

**16.07 - FULL-TIME AND PART-TIME EMPLOYEES**

One (1) day is added to the vacation entitlement of seniority employees. This additional day is to be taken **during the Christmas** Holidays.

**ARTICLE XVII - PAID HOLIDAYS****17.01 - FULL-TIME EMPLOYEES**

The following holidays shall be **recognized and** paid for by the Board at the regular rate:

<b>New Year's Day</b>	<b>Thanksgiving Day</b>
<b>Good Friday</b>	<b>Christmas Day</b>
<b>Easter Monday</b>	<b>Boxing Day</b>
<b>Victoria Day</b>	Canada Day
Civic Holiday	<b>Labour Day</b>

Heritage Day (if and when declared by Provincial or Federal Government as a statutory holiday)

or days celebrated in lieu of **any** such holidays.

**17.02**

An employee will be entitled to holiday pay only if the employee **works** the **last** day before and the first working day after a holiday and **works** on such **holiday** if the employee is scheduled to work on such day and such **absence** is **excused** by the Superintendent of Employee Services.

**17.03 - PART-TIME EMPLOYEES**

A **seniority employee** will have their pay made up for time lost from work as a result of one (1) of the following holidays occurring upon the **employee's** regularly scheduled work day. The holidays are:

New Year's Day	<b>Victoria Day</b>
<b>Good Friday</b>	Canada Day
<b>Easter Monday</b>	<b>Labour Day</b>
<b>Thanksgiving Day</b>	<b>Christmas Day</b>
Boxing Day	

Heritage Day (When declared by the Federal Government or Provincial Government)

Subject to the *Employment Standards Act*, the following conditions shall apply to the foregoing:

- (a) **Payment** shall be the number of hours the employee would have worked if the holiday had not occurred, multiplied by the employee's **straight** time rate of pay, exclusive of any premium. When, **during** school **breaks**, the employee is working more than their normal number of hours, the employee's holiday pay **compensation** shall be based upon the employee's normal hours rather than upon the extra **hours**.
- (b) **The employee must have worked their scheduled number of hours the day before and the day after the holiday and** the employee must have been available for work on the day of the holiday if the holiday had not intervened.

#### **17.04**

An employee who **performs work** on any holiday for which the employee would be **entitled** to holiday pay in **accordance** with the provisions of Article **17.03** if **not** worked, will be **double** time (**2x**) for **each** hour worked in addition to holiday pay.

## ARTICLE XVIII - EMPLOYEE BENEFITS

**18.01**

For any employee hired on or after July 1, 1983, *enrolment* in the plans cited in **Articles 18.02 through 18.04** inclusive is mandatory except where **otherwise** provided for in legislation or for Article **18.03** where employee is covered under spouses **plan**.

The Board **agrees** to contribute as indicated in **Articles 18.02 through 18.04 inclusive, provided that** there is a full compliance with the **Insurer's** requirements of **seventy-five (75%)** participation.

**18.02 - O.E.H.P.**

The Board **shall provide**, administer and pay **one** hundred percent (**100%**) of what is **presently known** as the Employer **Health Tax**.

**18.03 - Extended Health****(a) FULL-TIME EMPLOYEES**

Effective July 1, 1991. The Board shall provide, administer and pay one hundred percent (**100%**) of the premium for the Extended **Health Plan** in effect between the **Halton Board of Education** and the **Mutual Life Assurance Company** of Canada on June 1, 1977, adjusted to include **five** hundred dollars (**\$500.00**) hearing care option and **one** hundred and sixty dollars (**\$160.00**) vision care option, or other plan with equivalent **benefits**.

**(b) PART-TIME EMPLOYEES**

Effective July 1, 1991. The Board shall provide, **administer** and pay fifty percent (**50%**) of the cost of the **premium** for the Extended Health Plan including hearing care option of five hundred dollars (**\$500.00**) and vision care **option** of one hundred and sixty dollars (**\$160.00**).

**18.04 - Group Life****FULL-TIME EMPLOYEES**

The Board shall provide, administer and pay one **hundred percent (100%)** of the premium for ~~18.04(a)~~:

- (a) The Board shall provide, ~~administer~~ and pay one **hundred percent (100%)** of the ~~premiums~~ for the ~~first twenty-five thousand dollars (\$25,000.00)~~ of insurance in the Group Life Insurance Plan in effect ~~between~~ the ~~Halton~~ Board of Education and the Sun Life Assurance Company of Canada. Additional insurance at one **(1)**, two **(2)**, three **(3)**, ~~four (4)~~, or five **(5)** times the employee's salary ~~is~~ at the employee's option to a maximum of three hundred thousand dollars **(\$300,000.00)**.
- (b) Any premium contribution by an employee toward the total premium payable under Clause ~~18.04(a)~~ for insurance on the life of such ~~employee~~, shall be ~~deemed~~ by the Board to be applied **first** to the premium for the amount of the **insurance** (if any) in excess of twenty-five thousand dollars **(\$25,000.00)** and the balance (if any) of the employee's premium shall be ~~deemed~~ by the Board to be applied to the **first twenty-five thousand dollars (\$25,000.00)** of the **insurance**.

**PART-TIME EMPLOYEES**

The Board shall provide, administer and pay one **hundred percent (100%)** of the premium ~~required~~ to provide each (seniority) ~~employee with~~ **fifteen thousand dollars (\$15,000.00)** of insurance in the Group Life Insurance Plan in effect ~~between~~ the ~~Halton~~ Board of Education and the Sun Life Assurance Company of Canada.

**18.05 - Dental****FULL-TIME EMPLOYEES**

The Board shall provide, administer and pay one **hundred percent (100%)** for the Sun **Life Dental Plan** or other plan with equivalent benefits on the basis of the current Ontario Dental

Association schedule of fees for Dental Services **provided by General Practitioners or provided by a Dental Specialist where a patient has been referred to the specialist for services not normally provided by the General Practitioner.**

**PART-TIME EMPLOYEES**

The Board shall provide, administer and pay fifty percent (50%) of the cost of the premium of the Dental plan.

**18.06**

**FULL-TIME AND PART-TIME EMPLOYEES**

If, during the life of this Agreement:

- (a) the premiums in any plan covered in Articles 18.02, 18.03 and 18.05 are increased, and the Board pays more premium on behalf of other employees of the Board than on behalf of the employees in the bargaining unit,

OR

- (b) the Board increases its percentage contribution towards any of the plans covered in clauses 18.02, 18.03 and 18.05, the employees of this bargaining unit will receive a like increase in the Board's contribution.



**ARTICLE XIX - HOURS OF WORK****19.01**

It is **expressly** understood and agreed that the provisions of this Article **XIX** shall not be construed to be a guarantee or a limitation of the hours of work per day or **per** week or **otherwise** nor **as** a guarantee of working schedules.

**19.02 - SHIFT**

FULL-TIME EMPLOYEES

Day Shift

**Hours of Work 7:30 a.m. to 4:30 p.m. - Monday to Friday**Afternoon **Shift****Hours of Work 4:00 p.m. to 12:00 midnight - Monday to Friday**

Full-time employee's working hours during the **Christmas** Break and **the March** Break will be from **7:30 a.m. to 12:00 p.m., and 12:30 p.m. to 4:00 p.m., except where** there is an **approved** use of facilities under Board policy.

**19.03 - SHIFT**

PART-TIME EMPLOYEES

**Part-time** employees' **regular** shift shall be four **(4)** hours.**19.04**

Employees **are** permitted a **fifteen (15)** minute break period at **approximately** the midpoint of each half shift.

## ARTICLE XX - OVERTIME

### 20.01 - FULL-TIME EMPLOYEES

- (a) **Overtime** at the rate of **time** and one-half (1.5) the employee's regular straight time rate of pay will be paid for work performed in excess of eight (8) hours **per** day or forty(40)hours**per week** or for work**performed** on **Saturdays**.
- (b) **Overtime** at the rate of two (2) times the employee's regular **rate of** pay will be paid for work performed on Sundays, and on the holidays referred to in **Article 17.01** hereof. On such holidays, the **aforsaid** payment shall be in addition to the holiday pay for those employees who qualify pursuant to Article **17.02** hereof.
- (c) The foregoing (i.e. **20.01(a)** and **20.01(b)**) shall not apply to Saturdays or Sundays where a **regular shift** has been scheduled. Where Sundays are included in a regularly **scheduled shift, there shall be a premium of twenty-five cents (25¢) per hour for each** hour worked **on** such Sundays.

### 20.02 - Call In - FULL-TIME EMPLOYEES

When an employee is called in from home to report for work **(two (2) hours** or more prior to the next scheduled **starting** time the employer: shall receive a minimum of two (2) hours work **or** pay in lieu **thereof** at the appropriate **overtime** rate. During school vacation **periods** this **provision** shall not apply **to** employees whose shifts are altered.

### 20.03 - Security Check - FULL-TIME EMPLOYEES

An **employee assigned** to perform **security** checks will be paid for a **minimum** of one and one-half (1.5) hours for the work performed, **at** the appropriate **overtime** rate for each **call out from home** (an employee shall be considered **to be called out when** the **employee** is in fact called out when the employee is scheduled to perform security check). Such **security** check shall be made **between** twelve o'clock noon and 9:00 p.m.

NOTE: If by reason of normal or special duties, the caretaker is in the school on Saturday or Sunday, the security check allowance will not be paid.

**20.04 - Electronic Signal Call Out - FULL TIME EMPLOYEES**

When an employee is called out as a result of a monitor signal from in-school equipment the employee shall be paid two (2) hours minimum at the appropriate premium rate, plus mileage. Such call out shall involve a complete check of the building. As well as a complete check. there will be a thirty (30) minute minimum standby to allow for testing, checking and validation as to the functional condition of equipment, and a possibility that a condition of break and enter did not occur at the time of the receipt of the signal.

**20.05 - PART-TIME EMPLOYEES**

Overtime at the rate of time and one-half (1.5) of the employee's regular straight time rate will be paid when a part-time employee is required to work beyond the regularly scheduled shift to cover for an absent employee or for any other reason determined by the Supervisor Plant Operations and Facilities Maintenance.

**20.06 - PART-TIME EMPLOYEES**

During the periods of school vacation, when the employees are working a compounded work day. the following provision applied in order to calculate overtime:

Overtime at the rate of time and one-half (1.5) of the employee's regular straight time rate of pay will be paid for work performed in excess of eight (8) hours per day or forty (40) hours per week, or for work performed on Saturdays during the summer break.

Overtime at time and one-half (1.5) of the employee's regular straight time rate of pay will be paid for work performed in excess of employee's regular scheduled hours per week or on Saturdays during the Winter and Spring Break.

**20.07 - PART-TIME EMPLOYEES**

Overtime at the rate of two (2) times the employee's regular rate of pay will be paid for work performed on Sundays, and on holidays referred to in Article 17.01 hereof.

**20.08 - PART-TIME EMPLOYEES**

Employees may accumulate overtime at regular straight time rates, to be used to compensate for regular hours scheduled during the March or Christmas Breaks. Such accumulation to receive prior approval of the Field Supervisor, Operations.

**20.09 - ALL EMPLOYEES**

In no case will there be a compounding or pyramiding of overtime or other premium compensation.

## ARTICLE XXI - RELIEVING

**21.01 - FULL-TIME EMPLOYEES**

An employee who is temporarily transferred or assigned by the **immediate** supervisor to a different job **classification** within the bargaining unit shall be paid while so employed as follows:

- (a) **If the transfer or assignment is for the convenience of the Board and if the rate of pay in the classification to which the employee is transferred or assigned is less than the employee's rate of pay the employee shall receive the regular rate of pay.**
- (b) If the transfer or assignment is for the convenience of the employee or to enable the employee to avoid lay-off, and if the rate of pay in the classification to which the employee **is transferred or** assigned is less than the employee's **regular** rate of pay, the employee shall receive such lesser rate.
- (c) If the rate of pay **in** the classification to which the employee is transferred is higher **than** the employee's regular rate of pay, the employee shall receive such higher rate of pay from the date of transfer.

ARTICLE **XXII** - UNIFORMS

**22.01(A) - FULL-TIME EMPLOYEES**

The Board will pay one hundred percent (100%) towards the cost of uniforms provided there is no change for two (2) years as follows:

four (4) shirts

two (2) trousers

OR

Option of:

two (2) pant suits, or

five (5) smocks.

An employee may substitute a winter jacket in place of the above options provided there is no additional cost to the total cost of uniforms for the two (2) year period.

Plus option of:

- i) a third pair of trousers every two (2) years of which the Board will pay fifty percent (50%).

In addition for each maintenance employee the Board will pay one hundred percent (100%) of the cost of one (1) pair of coveralls every one (1) year.

**22.01(B) - PART-TIME EMPLOYEES**

The Board will pay one hundred percent (100%) towards the cost of uniforms provided there is no change for two (2) years as follows:

option of:

- (a) two (2) shirts and two (2) trousers, or  
two (2) pant suits  
OR
- (b) three (3) smocks  
OR
- (c) winter jacket

**22.02 - Safety Boots**

(a) FULL-TIME

The Board agrees to pay upon receipt of proof of purchase, one hundred percent (100%) of the cost or one (1) pair of Board approved safety boots per year, where required by legislation or approved by the Field Supervisor.

(b) PART-TIME

The Board agrees to pay upon receipt of proof of purchase, the cost of one (1) pair of approved safety boots/shoes to a maximum of seventy-five dollars (\$75.00) per year where required by legislation and with prior approval by the Field Supervisor.

**22.03**

It shall be the responsibility of the employee to launder all such garments and to mend and keep in first class condition. All employees shall be required to wear provided garments during working hours and coveralls are to be worn only whilst employed at duties for which they are provided.

**ARTICLE XXIII - WAGE SCHEDULE  
FULL-TIME EMPLOYEES**

**23.01**

Effective January 1, 1993, the wage rate set forth as follows will apply during the life of this Agreement

i) Caretaker	
Start	\$14.13
3 months	14.20
12 months	14.51

ii) Head Caretaker	
Elementary School	
Group 2	\$15.50
Group 3	16.77
Group 4	17.17

Secondary School	
Group 1	\$17.17
Group 2	18.01
Group 3	18.42

iii) Relief Caretaker \$15.19

iv) Maintenance\* \$17.35

\* Staff who were designated Group 1 January 1, 1991 will remain at that designation.



**23.02**

Effective July 1, 1993, the wage rate set forth as follows will apply during the life of this Agreement:

i)	<b>Caretaker</b>	
	Start	\$14.41
	3 months	14.48
	12 months	14.80
ii)	<b>HeadCaretaker</b>	
	Elementary School	
	Group 2	\$15.81
	Group 3	17.11
	Group 4	17.51
	Secondary School	
	Group 1	\$17.51
	Group 2	18.37
	Group 3	18.79
iii)	ReliefCaretaker	\$15.49
iv)	Maintenance*	\$17.70

Due to the Social Contract, all of the wage rates set out above will be effective June 1, 1996.

\*Staff who were designated Group 1 as at January 1, 1991 will remain at that designation.

**23.03 - Lead Hand**

An allowance will be paid to an employee designated at Lead Hand in the Secondary School as follows:

Effective July 1, 1992 - ~~Twenty-eight cents (28¢)~~ per hour.

Effective July 1, 1993 - ~~Twenty-nine cents (29¢)~~ per hour.

(\*Explanation: Due to the Social Contract, this **wage rate** will be effective June 1, 1996.)

#### **23.04**

The Board **agrees** to pay an **afternoon** shift premium when an **afternoon shift** is worked as follows:

Effective July 1, 1992 - ~~Fortyseven cents (47¢)~~ per hour.

#### **23.05**

Mileage for **employees** shall be in **accordance** with **Board established** rates and subject to the **approval** of the Field Supervisor.

#### **23.06**

(a) **All employees** engaged prior to **July 1, 1965** will remain on the **July 1 increment** date.

(b) All employees engaged subsequent to **July 1, 1965** will have **as** the **increment** date the first of the month **following** the month of **employment**.

#### **23.07**

In a school where **there** is an indoor swimming **pool**, the Head Caretaker shall be **paid** a responsibility allowance as follows:

Effective July 1, 1984 - ~~Twenty-one cents (21¢)~~ per hour.

**23.08-Stationary Engineer's Papers**

Twelve cents (12¢) per hour where Caretaker is required to possess papers.

**23.09- General Purpose Room**

Six cents (6¢) per hour will be paid for the time spent in setting up and dismantling tables and chairs in a general purpose room when used on a regular basis as a lunchroom.

**23.10**

The Board reserves the right to withhold any scheduled increases if the employee's performance is not, in the opinion of the Superintendent of Employee Services, up to the Board's standards.

**23.11 - WAGE SCHEDULE****PART-TIME EMPLOYEES**

Effective January 1, 1992, employees covered by this Collective Agreement shall be paid at the rate of twelve dollars and twenty-seven cents (\$12.27) per hour.

**23.12**

Effective July 1, 1993, employees covered by this Collective Agreement shall be paid at the rate of twelve dollars and sixty-two cents (\$12.62) per hour.

**23.13**

Effective July 1, 1991, employees responsible for securing buildings shall be paid an allowance of six dollars and twenty-five cents (\$6.25) per week.

**23.14 - Cost of Living Allowance**

- (i) Effective January 1993, the salary rate in effect for the period of July 1, 1992 to June 30, 1993 as set out in Article 23.01 may be further adjusted should the CPI as published for the month of November 1992 increase by more than three percent (3.0%) over the CPI published for the month of November 1992. In that event, effective January 1993 the 1992-93 salary schedule will be further adjusted at each step by the

dollar amount equal to the product of the percentage generated by the following formula:

$$x\% = \frac{\text{CPI Nov. 1992} - \text{CPI Nov. 1991}}{\text{CPI Nov. 1991}} \times 100 - 3.0\%$$

- ii) Effective January 1994, the salary rate in effect for the period of July 1, 1993 to June 30, 1994 as set out in Article 23.01 may be further adjusted should the CPI as published for the month of November 1993 increase by more than three percent 3.0% over the CPI published for the month of November 1992. In that event, effective January 1994 the 1993-94 salary schedule will be further adjusted at each step by the dollar amount equal to the product of the percentage generated by the following formula:

$$x\% = \frac{\text{CPI Nov. 1993} - \text{CPI Nov. 1992}}{\text{CPI Nov. 1992}} \times 100 - 3.0\%$$

- iii) Only the percentage generated above three percent (3.0%) rounded to one decimal point is applicable as a COLA adjustment to salaries.
- iv) There will be no compounding of the percentage increase generated from the above CPI formula and the adjustment for July 1992 or July 1993. That is, both the salary adjustment increase and the CPI generated increase, if any, will be added together to provide the total percentage increase to each step of the salary schedule.
- v) Any adjustment that results from the COLA provision will apply to Caretaker, Head Caretaker (Elementary & Secondary), Relief Caretaker, Maintenance Salary Schedules in 1992-1993 effective January 1, 1993 and in 1993-1994 effective January 1, 1994.

v) Original mean the CONSUMER PRICE INDEX "ALL ONTARIO" 1986 for which data is published by Statistics Canada.

vii) No adjustment, retrospective or otherwise, shall be made due to any revision which may later be made to the published figures used in the calculation of the Consumer Price Index for any month on the basis of which the allowance has been determined.

ARTICLE XXIV - EMPLOYEE RELATIONS **COMMITTEE****24.01**

The Board **agrees to recognize** and maintain an Employee Relations **Committee** comprised of representatives of **Employee Services** and **Plant personnel** and, for the Union, the **President**, Vice President, **Secretary**, Chief Steward and two **(2)** members-at-large or **two (2)** stewards.

**24.02**

The Union **agrees** to notify the Board in **writing** of **any changes** in **representation** from the Union.

**24.03**

If **representatives** from the Union **are employed** on a **shift** other than when the meeting takes place, the **meeting hours** should be credited to those **employees'** regular shift.

**ARTICLE XXV - IPROFESSIONAL DEVELOPMENT****25.01**

**Effective January 1, 1991**, one (1) Professional Development day pa year will be **estab-**  
**lished** for the purpose of providing a seminar. training or workshop. Such **Professional**  
**Development** Day will be available to all employees and they will he paid**at their regular**  
 hourly rate of pay.

- i) A Professional Development Committee will be established. This will **include repre-**  
**sentatives** of the Union, Plant Department and Employee **Services**.

**25.02 - Educational Courses - FULL-TIME EMPLOYEES**

An employee will be entitled to reimbursement of **tuition fees** upon **submission** of  
 evidence of successful completion of job-related **courses** that have received prior  
 written approval of **the** Field Supervisor and the Superintendent of Employee **Serv-**  
**ices** or **designate**. **As** outlined in Board Policy, such **approval** is to be **made** on an  
 individual basis before the employee begins the **course** or training.

**25.03 - FULL-TIME EMPLOYEES**

An employee in a full-time position shall be granted one (1) day with pay and without loss  
 of seniority to attend the writing of **their** own post-secondary **examinations**.

A leave of this nature is subject to **the** approval of the Superintendent of Employee **Services**  
 or designate in **consultation** with the employee's supervisor .

## ARTICLE XXVI - TERM OF AGREEMENT

**26.01**

This Agreement shall become effective upon the 1st day of July 1992 and shall terminate at midnight upon the 30th day of June 1994. The Agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing of not more than ninety (90) days and not less than thirty (30) days from the termination date of their desire to amend or terminate it. Changes may be made in this Agreement by mutual agreement at any time during the existence of this Agreement.

**THIS AGREEMENT IS HEREBY** duly executed by the authorized representatives of the parties hereto as of the day and date first above written.

**THE HALTON BOARD OF EDUCATION**                      **THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 1011**

**Signed:**

Dave Coosa  
Chair, Halton Board of Education

Cheryl Reid  
Chair, Salary Policy Committee

Lynne Clark  
Vice-Chair, Salary Policy Committee

Linda Lane  
Member, Salary Policy Committee

Debbie Marklew  
Member, Salary Policy Committee

Gerry O'Brien  
Assistant Superintendent, Business Services (Plant)

Kath McParlane  
Regional Supervisor, Plant Operations

Bob Williams  
Director of Education

Sam Curtis  
Superintendent of Employee Services

Deis Beale  
Personnel Manager

**Signed:**

Carlo DeStefano  
President, C.U.P.E. Local 1011

Denis Moore  
Recording Secretary, C.U.P.E. Local 1011

Ray Brown  
Vice-President, C.U.P.E. Local 1011

David Brecklin  
Chair Steward, C.U.P.E. Local 1011

John McEgan  
Treasurer, C.U.P.E. Local 1011

Ella Oudmer  
Member, C.U.P.E. Local 1011, Part-time

Dorothy Wright  
Second Vice-President, C.U.P.E. Local 1011, Part-time

Linda Clancy  
Representative - C.U.P.E.



Letter of Agreement  
 between  
 The Halton Board of Education  
 (hereinafter referred to as the "Board")  
 and  
 The Canadian Union of Public Employees  
 Local 1011  
 (hereinafter referred to as the "Union")

Re: Job Security

The undersigned representatives of both the Board and C.U.P.E. agree to the following:

- 1) That for the life of this collective agreement there will be no lay-offs or reductions in regularly scheduled hours of existing C.U.P.E. employees who are on staff at the time of ratification of the 1992-94 Collective Agreement.
- 2) That this commitment is made for the life of the Collective Agreement July 1, 1992 to June 30, 1994.

Signed at Burlington this 5th day of June 1992.

FOR THE HALTON BOARD OF EDUCATION

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE UNION

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Letter of Agreement  
 between  
 The Halton Board of Education  
 (hereinafter referred to as the "Board")  
 and  
 The Canadian Union of Public Employees  
 Local 1011  
 (hereinafter referred to as the "Union")

Re: Staffing Study

The undersigned representatives of both the Board and C.U.P.E. agree to the following:

A Committee will be formed to review the long term Staffing needs.

The Committee will be made up of the Superintendent of Employee Services and/or designate, Superintendent of Business Services and/or designate, Personnel Manager, Trustee representatives, and representatives from the C.U.P.E. Local 1011 and C.U.P.E. Local 1011 Part-time.

The Committee will:

- 1) Review the current and future allocations of C.U.P.E. staff
- 2) Review staff workload and expectations with regard to the level of service
- 3) Review feasibility of establishing Truck Driver and Stockperson positions.

Any recommendation from the Committee will go to the Salary Policy Committee and the Board for approval.

It would be the intention of the parties that the process will be completed by December 31, 1992.

Signed at Burlington this 5th day of June 1992.

FOR THE HALTON BOARD OF EDUCATION

John C. Reed  
Robert King  
H. King  
James Bennett  
Lang Cullen  
John P. King  
Wendell Stone

WBERT1352(2)

FOR THE UNION

Colin McFarlane  
Raymond S. Brown  
John McEwen  
Raymond King  
Wendell Stone  
Heida Barclay

Letter of Agreement  
between  
The Halton Board of Education  
(hereinafter referred to as the "Board")  
and  
The Canadian Union of Public Employees  
Local 1011  
(hereinafter referred to as the "Union")

The parties agree to create a Committee to combine the agreements for C.U.P.E Full-time and Part-Time Local 1011.

The intent of the Committee is to facilitate the appropriate incorporation of the language to reflect the existing terms and conditions of employment in one collective agreement.

The Committee will consist of representatives from Employee Services, Plant and C.U.P.E. Full-time and Part-time.

It would be the intention of the parties that the process will be completed by December 31, 1993.

Signed at Burlington this 5th day of June 1992.

FOR THE HALTON BOARD OF EDUCATION

*Richard Smith*  
*Robertson*  
*[Signature]*  
*Amin Amine*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

FOR THE UNION

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

PPR11.352(12)



NOVEMBER 8, 1993

During discussions with representatives of CUPE Local 1011, agreement was reached pursuant to 5.3 of the Non-Teaching Sub-Sector Agreement and will be implemented by the Board as follows;

1. Total Reduction Target	\$390,199
Less: TPP Credit to Group	-
Credit for Increment Savings	4,995
Credit for Attrition Savings	99,859
Credit for Voluntary Leaves	1,869
Credit for Voluntary Unpaid Days	2,372
Credit for Union Leave Days	<u>1,288</u>
Total	277,116
Less: Unpaid days as follows:	
10 staff earning base salary \$30,000	
107 staff earning base salary \$30,181	
plus estimated shift	
premiums earned by above	73,298
105 staff at 12 unpaid days	
(\$3,644,262/260 days *12 days)	168,197
Benefits Savings Re:	
Unpaid Days (14.75X)	<u>15,621</u>
Total Unpaid Days	277,116

- Employees included in CUPE Local 1011 will have two representatives on the Local Task Force. The mandate and operation of the Local Task Force Committee will be decided by the Committee and report to the Sectoral Task Force as may be required under the Non-Teaching Sub-Sector Agreement. A budget of 1X will be confirmed through to the Task Force by Business Services inclusive of current group PD account.
- The Social Contract Target will be achieved by implementing the following measures from Section 5.7 of the Non-Teaching Sub-Sector Agreement;
  1. This implementation plan will not adversely affect C.U.P.E. employees who earn \$30,000 or less annually, excluding overtime;

Compensation will be frozen at the rate in effect on June 14, 1993 for the period beginning June 14, 1993 and ending March 31, 1996. There will be a retroactive adjustment on the salary increase paid to employees from July 1, 1993 to date and salaries will then be frozen at the rate that was in effect immediately before June 14, 1993.

The Union has elected not to receive the wage increase scheduled for July 1, 1993 but has requested that it be deferred to June 1, 1996. The Board and the Union agree to defer the increase to June 1, 1996, on the basis set out in s.24 (7)(b) of the Social Contract Act, namely that there will be no other increase in compensation before July 1, 1997.

The freeze on compensation includes a freeze on increments. Any increment given to date will be retroactively adjusted back to July 1, 1993.

Credit for increment savings as noted above is for Year 1 only.

Payment for increments for eligible employees will resume effective April 1, 1996. Accumulated service credit toward increment earned prior to June 14, 1993 will be carried forward and added to service earned after March 31, 1996.

2. Employee Benefit Programs are frozen as at June 14, 1993 as outlined in Section 5.7, para. 6. The benefit program will be administered according to past practice.
3. Voluntary Leaves of Absence as per Section 5.7 para. 3 will be applied to the group target at 100% salary.
4. Unpaid leaves taken since June 14, 1993, will be applied to the credit of the individual employee with any surplus days being credited to the group's target at 100%. Any leaves where salaries are recovered from Canadian Union of Public Employees, the credit will be applied to the group target at 100%.
5. Agreement on application for Supplementary Benefits/Ontario Municipal Employees Retirement System, provided that the cost is covered by the \$200 million Provincial Omera Fund and at no cost to the Board. Any savings from such early retirements at 100% salary less the amount of the retirement gratuity.

6. For the duration of the Social Contract or March 31, 1996, the following will apply;

Planned permanent attrition for four caretaker and two cleaner positions will be credited to the group target at 100% salary. Further planned permanent attrition less the amount of any retirement gratuity paid will be credited as follows:

- 75% applied to the group target
- 25% applied to the Board

Any vacancies for the positions of Head Caretaker, Maintenance and Relief, will be posted and replaced. Each resultant vacancy will reduce the complement by one (1) F.T.E. The Regional and School allocation will be reviewed. Current staffing will be modified to deploy/balance the staff allocation to Schools and Centres which may result in the administrative transfer of existing staff to other locations as outlined in Article IV of the Collective Agreement without the posting and filling of vacancies under Article 8.01.

As of the date of this agreement the Board's practice on regional square foot formula will be adjusted to 17,000 square feet which will be accomplished through attrition. All external hiring for CUPE Local 1011 Full-Time will be frozen until the newly-adjusted regional square foot formula has been realized.

Representatives of the Board and CUPE Local 1011 will meet regarding the contracted out schools. This review will address:

- Staffing contracted out schools with CUPE Local 1011 members at no additional cost to the Board.
- Staffing new schools
- The financial information
- Impact of legislation.

This review will be completed by February 28, 1994.

Any savings from voluntary leaves, attrition or early retirement under paragraphs 3, 5 and 6, initiated after October 28, 1993 will be credited to the total reduction targets in Years 2 and 3.

7. Unpaid days required per employee as noted on the Target information for Social Contract Year 1 will be implemented as follows:
1. Christmas Shutdown December 20, 1993 to December 24, 1993 inclusive.
  2. Remaining unpaid days required must be taken by March 31, 1994 and are subject to the approval of the Supervisor.

3. Payroll deduction plan will be implemented on the second pay in October 1993 until the pay period ending April 1, 1994. This provides for a maximum deduction of a total of 12 days. The payroll deduction plan will deduct the precise number of days referred to in paragraph 1 of this Agreement. The actual days off granted to an employee will be rounded up to the nearest day.

8. To the extent that the target reduction is over or under achieved in respect of Years 1 or 2, the overage or shortage resulting in either year shall be credited or debited to the target reduction in the following year.

• For Years 2 and 3 of the Social Contract a process of confirming target information and any credits due to the agreement reached will be administered as follows;

- 1. Meeting with employee group representatives by March 1 of each year.
- 2. Information will be sent to individual employees on unpaid days required and an implementation strategy.

If permanent reductions are achieved that meet the Social Contract targets in either Year 2 or Year 3 the requirement of the Social Contract target will have been met and employees will be notified.

The current Collective Agreement scheduled to terminate June 30, 1994, will be extended except to implement the provisions of this Agreement, unless otherwise mutually agreed in writing, by Letter of Agreement to terminate at midnight on the thirtieth day of June 1997.

This Agreement is subject to Board approval and confirmation of the Board's target by the Provincial Government. This Agreement may be amended by mutual consent. This Agreement is subject to ratification by the Board and members of CUPE Local 1011.

Dated at Burlington this 8<sup>th</sup> day of November, 1993

On behalf of the Board of Education On behalf of CUPE Local 1011

<u>Sheryl E. Reed</u>	<u>Carol R. Stephani</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>



Letter of Agreement  
 between  
 The Halton Board of Education  
 (hereinafter referred to as the "Board")  
 and  
 The Canadian Union of Public Employees  
 Local 1011  
 (hereinafter referred to as the "Union")



Re: Extension of Collective Agreement

By agreement dated November 8, 1993, and subsequently ratified by the Board and members of the Union ("the Implementation Agreement"), the Board and the Union agreed to extend the Collective Agreement between the parties expiring on June 30, 1994 (the "Collective Agreement") to June 30, 1997.

The Parties therefore agree that:

1. The Collective Agreement expiring June 30, 1994, is hereby extended to June 30, 1997, subject to the changes set out below.
2. The scheduled wage rate increases for all classifications under the Collective Agreement to be effective on or about July 1, 1993, are hereby deleted with retroactive effect to June 30, 1993, and rendered null and void. Instead, such wage rate increases are deferred to June 1, 1996, as more particularly set out in the Implementation Agreement attached hereto.
3. The Collective Agreement, as extended by the Implementation Agreement to June 30, 1997, incorporates the Implementation Agreement for the purpose of giving effect thereto including the provision relating to increment payment set out on P.2 of the Implementation Agreement and the Collective Agreement will be amended accordingly.
4. The extended Collective Agreement may be amended by mutual written agreement at any time.

Dated at Burlington this 8<sup>th</sup> day of November, 1993

On behalf of the Board of Education	On behalf of CUPE Local 1011
<u>Cheryl E. D'Amico</u>	<u>Carol Ann Hodgson</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>