

COLLECTIVE AGREEMENT

Between:

DURHAM CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the “Employer”)



and

**FACILITIES SERVICES PERSONNEL
(CUSTODIAL/MAINTENANCE STAFF)
REPRESENTED BY THE
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 218**
(hereinafter called the “Union”)



10701 (05)

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees of the Employer engaged in Facilities Services (custodial and maintenance staff); save and except Supervisors, persons above the rank of supervisor and summer students.
- 2.02 No employee shall be required or permitted to make a verbal or written agreement with the Employer or a representative which may conflict with the terms of this Collective Agreement.
- 2.03 In the event the Employer merges or amalgamates with another board in which the Employees therein are represented by another union, the Board shall make all reasonable efforts to ensure that the representation rights and the status quo of CUPE, Local 218, shall be maintained until a final determination is made under the *Ontario Labour Relations Act, 1995* as to the proper representation of the combined group.
- 2.04 Persons who are not in the Bargaining Unit shall not perform any work which is normally done by employees in the Bargaining Unit, except for those referred to in Article 2, sub-section 2.01 and except in cases of emergency.

ARTICLE 3 – MANAGEMENT FUNCTION

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain efficiency, order and discipline;

ARTICLE 3 – MANAGEMENT FUNCTION (cont'd)

3:01 (cont'd)

- (b) Hire, retire, discharge, direct, classify, establish new positions, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim by an employee with seniority that the employee has been the subject of a discriminatory promotion, demotion or transfer, or a claim that the employee has been discharged or disciplined without reasonable cause may be made the subject of a grievance and dealt with as hereinafter provided; and
- (c) Operate and manage its educational facilities in all respects in accordance with its commitments and responsibilities including the determination of the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Employer's facilities not otherwise specifically dealt elsewhere in this Agreement.

3.02 The above function shall be exercised in a manner consistent with the other provisions of this Agreement.

3.03 The Employer has the right to make and implement reasonable rules and regulations. Any changes in such rules and regulations made by the Employer shall not be in conflict nor inconsistent with the provisions of this Agreement.

ARTICLE 4 – UNION RESPONSIBILITY

4.01 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered in this Agreement and assumes a joint responsibility with the Employer in assuring a fair day's work on the part of its members.

ARTICLE 5 – NO DISCRIMINATION

5.01 No discrimination, harassment, or intimidation or coercion will be practiced or permitted by either the Employer or the Union, or any of their officers or representatives, against any employee or any representative of the Employer, by reason of, or arising out of the activities of the Employer, or out of trade union membership or activity, whichever is applicable, or by reason of race, colour, sex, age, creed, ancestry, ethnic origin, marital status, family status, disability, political affiliation or religious affiliation.

ARTICLE 6 – CHECK-OFF

- 6.01 (a) All present members shall remain members and all future employees shall become and remain members of the Union.
- (b) The Employer shall deduct from every employee by-weekly dues and assessments in accordance with the Union Constitution and By-Laws.
- (c) The T-4 Income Tax Slips issued by the Employer shall state the amount of Union dues deducted from each employee.
- 6.02 All sums deducted pursuant to Section 6.01 will be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following that in which deductions were made, together with a list of employees in respect of whom deductions have been made, plus the addresses of any new employees added to the list.
- 6.03 The Union will save the Employer harmless in respect of any deductions or remittances made pursuant to this Article.
- 6.04 The Employer agrees to deduct authorized Credit Union contributions from each pay and have remitted, such deductions to The Oshawa Community Credit Union. The Employer's banking firm shall forward such deductions to the said Credit Union. Any employee withdrawing shall not be allowed to re-enter the program during the life of this Agreement.
- 6.05 Temporary employees hired by the Employer for known periods of one month or more to replace regular employees absent for any reason shall not be subject to the terms of this Agreement except as to the check-off provision as provided for in Section 6.01(b).
- 6.06 Employees shall notify in writing the Human Resources and Administrative Services Department and the applicable Operations Coordinator of any changes in name, home address, and telephone number as soon as possible.

ARTICLE 7 – NEW EMPLOYEE ORIENTATION

- 7.01 The Employer will acquaint new employees with the fact that the Union is the bargaining agent, and that there is a Collective Agreement in effect. The Employer will supply a new employee with a copy of the Collective Agreement at the time of hire and the names of their Union Representative.

ARTICLE 8 – CORRESPONDENCE AND COMMUNICATIONS

- 8.01 (a) All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Assistant Superintendent – Human Resources and Administrative Services and the Chairperson of the Durham Catholic District School Board Unit of CUPE with a copy to the Assistant Superintendent, Facilities Services and to the Recording Secretary of the Local Union.
- (b) A copy of the W.S.I.B. accident report which involves lost time and/or serious injury shall be sent to the Chairperson. The respective member shall be sent a copy of the Form 7 that the Board's Health and Safety Representative fills out on behalf of the Board regarding the employee, within five (5) working days of the accident.
- (c) A copy of any written notice of reprimand and/or discipline issued to an employee shall be provided to the Chairperson and the Recording Secretary of the Local Union.

8.02 Labour Management Committee

The Employer will endeavour to meet with the bargaining committee of the Union and the President or designate in a Labour Management Committee for the interchange of ideas and information on matters of mutual interest and concern. There will be a minimum of four (4) meetings each school year subject to an agenda being prepared ten (10) days in advance and/or in emergency situations.

The Committee shall be comprised of equal representation wherein the Assistant Superintendent – Human Resources and Administrative Services and the Unit Chair shall function as the Committee Co-Chairs and shall preside over such meetings. The Union will have three (3) representatives who are employed in the Bargaining Unit as well as the President or designate from the Union Executive to sit on the Committee. Management shall also appoint three (3) representatives to the Committee. Additional resource personnel may be invited to committee meetings upon mutual agreement. A recording secretary shall be appointed from one of the attendees in the meeting to record the minutes of the meeting. The minutes shall be distributed to those in attendance within ten (10) working days of the meeting. The minutes shall be reviewed and accepted at the next meeting.

ARTICLE 9 – LIABILITY INSURANCE

9.01 The Employer shall provide insurance coverage to reimburse employees for all legal costs arising out of the defense of an employee as a result of the performance of duties providing the employee's actions were lawful. The coverage will be in accordance with limitations as outlined in the insurance policy.

ARTICLE 10 – UNION REPRESENTATION

10.01 The Employer acknowledges the right of the Union to elect or otherwise appoint a union committee from among the permanent employees, and will recognize and deal with such committee on any matter properly arising out of this Agreement, provided that not more than three (3) such committee members shall attend at meetings with management representatives. The Local Union President or designate shall be allowed to attend all meetings.

10.02 The Union agrees to supply the Employer with the names of the committee members, and will keep such list up-to-date at all times.

10.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer.

10.04 The Union acknowledges that the respective committee members have regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining the permission of the appropriate supervisor or their appointee. It is understood that committee members will not absent themselves from duties unreasonably and that, in accordance with this understanding the Employer will compensate the respective committee members at the regular rate of pay while attending negotiating meeting with management and while processing grievances. However, compensation will not be paid for such time spent outside the committee members' regular working hours.

10.05 A member of the bargaining committee shall be invited by the Employer to be present at any meeting between a representative of the Employer and that employee called for the explicit purpose of announcing discipline or a dismissal. Where circumstances require the spontaneous imposition of discipline, the Employer undertakes to advise the Union as soon thereafter as possible.

ARTICLE 10 – UNION REPRESENTATION (cont'd)

10:05 (cont'd)

A copy of any written notice of reprimand and/or discipline issued to an employee shall be provided to the Chairperson and the Recording Secretary of the Local Union.

ARTICLE 11 – NO STRIKE OR LOCK-OUT

11.01 There shall be no strike or lock-out so long as this Agreement continues to operate.

ARTICLE 12 – SENIORITY

12.01 A new employee will be placed on probation for a period of three (3) months during which time the employee will be subject to the terms of this Agreement, except for the right to grieve discharge in three (3) months' probationary period.

The probationary period may be extended by mutual agreement if the Employer notifies the Union of the intended extension before the end of the original probationary period.

12.02 Temporary employees hired for a specific period of time not to exceed three (3) months will not be subject to the terms of this Article, except in relation to wages or as otherwise specifically provided in this Agreement. An employee, who has completed the three (3) months probationary period, will be placed on the seniority list with an effective seniority date as of the date of hire (including time spent as a temporary "floater" employee up to the date of last hire i.e. 90 days). Seniority will accumulate thereafter on the basis of service with the Employer.

12.03 All employees covered by this Agreement shall, as of the effective date of this Agreement, have their seniority date established as of their last date of hire with the Employer or any employer amalgamated with the Durham Catholic District School Board.

12.04 Future seniority will then be accumulated by calendar service, with the exception that employees working less than full-time shall have their seniority accumulation pro-rated accordingly.

ARTICLE 12 – SENIORITY (cont'd)

12.05 The Employer will maintain a seniority list showing the date upon which each employee's service commenced, as adjusted by Article 12.02 and 12.04.

Any employee may request information from the Employer relative to the employee's own seniority. A copy of the seniority list shall be supplied to each employee on or about January 31st of each year.

12.06 An employee will lose seniority in the event that:

- (a) the employee resigns or retires;
- (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) following lay-off, is notified by registered mail to the last address on the Employer's records to return to work and fails to notify the Employer within two (2) working days of such notification that the employee intends to return to work, or fails to return to work within five (5) working days of notification; and
- (d) the employee is absent from work for a period of three (3) working days without notification to the Board, or without sufficient cause.
- (e) the employee is laid off continuously for a period of more than twenty-four (24) months.

12.07 Subject to the provisions of Section 12.06, an employee who is absent from work by reason of sickness, accident, lay-off or authorized leave of absence shall not lose seniority.

12.08 The selection or appointment of employees for supervisory positions, or for any position outside the Bargaining Unit, is not governed by this Agreement, but if any employee is or has been so transferred back to a position within the Bargaining Unit, then service inside the Bargaining Unit plus a maximum of two (2) year's service outside the Bargaining Unit shall count towards seniority for the purpose of this Agreement.

12.09 A part-time employee transferred to a full-time position will be credited with seniority in an amount proportionate to the actual working time completed to the employee's credit as of the date of transfer.

ARTICLE 12 – SENIORITY (cont'd)

12.10 The parties agree that the accommodation opportunities shall be exhausted within the respective CUPE Bargaining Unit prior to investigating opportunities in other CUPE Bargaining Units. An employee transferring from one CUPE Bargaining Unit under “Duty to Accommodate” shall begin to accumulate seniority from the date of transfer into the new Unit for job posting and promotion purposes. Board seniority shall continue for purposes of vacations, lay-offs, recalls and employee benefits. The Board shall work directly with the Chairpersons to ensure the transitions are done effectively and fairly with minimum disruptions.

ARTICLE 13 – LAY-OFFS AND RECALLS

13.01 Lay-offs and recalls will be based on the skills, abilities and qualifications of the employees in relation to the available work, and as among several employees in whom such qualifications are relatively equal, seniority will be the governing factor. Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off.

13.02 Employees shall be recalled in the order of their seniority subject to the provisions of 13.01.

13.03 No new employees shall be hired until all employees with seniority have been given an opportunity of recall.

13.04 A permanent employee who is subject to lay-off may bump a less senior employee for which they possess the minimum requirements and ability to perform the job.

Employees so bumped shall follow the same bumping procedure. The fifth (5th) person to be laid off shall bump the least senior employee of the same classification (there shall be a maximum of five (5) bumps per classification). The fifth (5th) person laid off per classification shall bump the least senior employee of that classification.

Employees must initiate the bumping procedure no later than five (5) working days after the employees have received written notification.

ARTICLE 13 – LAY-OFFS AND RECALLS (cont'd)

13:04 (cont'd)

NOTE: If an employee bumps into a location/shift that is multi incumbent, then it is the least senior employee on that shift at that location that is effected and they shall exercise their bumping rights.

13.05 The Employer agrees to continue to pay the percentages of premiums for the benefit plans as outlined in Article 27 for employees laid off for periods of six (6) months or less.

In the event of a longer lay-off, employees so affected shall have the right to continue those coverages through direct payment to the Employer subject to limitations laid down by the carrier of the plan.

13.06 In the event of reduction in square footage occurring for the afternoon shift employees which results in a position(s) being eliminated, Board wide seniority within the school affected shall be the governing factor for the Custodian(s) to be displaced/laid-off.

13.07 Grievances concerning layoffs shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 14 – JOB POSTINGS AND TRANSFERS

14.01 (a) Promotions and successful postings to positions of a permanent nature will be based on the abilities and qualifications of an employee to satisfactorily perform the normal requirements of the position. As among employees whose abilities and qualifications are relatively equal, seniority shall govern. Notices of promotions and available positions shall be posted on the Board's Intranet and at all schools on the bulletin board for a period of five (5) working days.

The posting will list the position title, the location, the shift requirement and the starting date when possible. Employees will be allowed one successful job posting within the same job classification in the twelve (12) month period. The duration of the twelve (12) month period shall begin as of the date when the employee is advised of the appointment unless the start date is identified as a specific date in which case the twelve (12) month period will start as of the date identified on the posting.

ARTICLE 14 – JOB POSTINGS AND TRANSFERS (cont'd)

14:01(a) (cont'd)

New employees who accept permanent positions shall remain in those positions for a twelve (12) month period from the date of starting in that position.

NOTE: For Employees who have successfully posted or have been placed into a split positions the twelve (12) month shall not apply in the event of a posting for a full time positions at one location.

- (b) Where within the Bargaining Unit a temporary promotion exists for a period known to be in excess of two (2) months as the result of an approved leave of absence or illness supported in a timely fashion by a Doctor's note, the Employer agrees that employees within the Bargaining Unit will be considered before hiring from outside. However, the successful applicant must remain in the position until the return of the incumbent or a minimum of twelve (12) months except in the case of a permanent promotion becoming available during this period.

If the day Custodian or Chief Custodian is absent from work for a period of two (2) months or less, the Custodian with the most Board seniority employed at that school shall be the replacement provided the employee is capable of assuming this responsibility.

Successful employees who are transferred, appointed or promoted to other positions and are found unsuitable within three (3) months from the date of filling the vacancy will move to whatever vacant similar position is available but may not move back automatically to their previous position.

- (c) The Employer will notify, in writing, the Chairperson of the Union of all job appointments and commencement dates.

14.02 Any employee who has given good and faithful service to the Employer and who has become unable to do the customary work will be given consideration for any work available and within the employee's capabilities.

14.03 The Union shall be notified of all hiring, lay-offs, permanent transfers, promotions and terminations of employment.

ARTICLE 14 – JOB POSTINGS AND TRANSFERS (cont'd)

14.04 The Employer agrees to post courtesy job postings for newly-created permanent positions which are not covered by this Agreement prior to advertising outside the Employer. The Union agrees that the selection of the successful applicant shall be at the sole discretion of the Employer and is not subject to this Agreement or to arbitration.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 Regular Employee Grievance

In the event that an employee has a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Employer, it shall be heard in the following manner:

Informal Step

Before being considered a grievance, the employee shall first attempt to resolve the dispute verbally with the respective Supervisor/Principal. In this discussion, the employee may be accompanied by a Union Representative, and the immediate Supervisor/respective Principal may be assisted by the Assistant Superintendent, Facilities Services or designate. Failing a resolution, the matter may become the subject of a grievance and be dealt with as follows:

Step 1

If the Committee considers the grievance justified, a grievance shall be completed on a standard form supplied by the Union, and submit the grievance to the Assistant Superintendent, Facilities Services with a copy to the Assistant Superintendent – Human Resources and Administrative Services no later than ten (10) working days of the incident or occurrence of the grievance.

The employee(s) concerned with a member of the Union Committee shall take the matter up within ten (10) working days, or such time as is mutually agreeable between the Employer and the Union, with the Assistant Superintendent, Facilities Services and a representative from the Human Resources and Administrative Services Department and/or designates. The Employer shall respond in writing within ten (10) working days.

ARTICLE 15 – GRIEVANCE PROCEDURE (cont'd)

15:01 (cont'd)

Step 2

In the event the grievance remains unsettled to the satisfaction of the employee, the matter will be referred to the Assistant Superintendent – Human Resources and Administrative Services within a ten (10) working day period from the response at Step 1 and a meeting shall be convened within ten (10) working days or such time as is mutually agreeable between the Employer and the Union, at which time the grievance will be discussed. The Assistant Superintendent – Human Resources and Administrative Services will then render the Employer's decision in writing within ten (10) working days of the date of such meeting.

Step 3

If no settlement can be reached and the grievor wishes to continue the grievance, the grievor and/or representatives of the Union on the grievor's behalf, shall request a meeting with the Director of Education within ten (10) working days after receipt of the Assistant Superintendent – Human Resources and Administrative Services' reply. The Director of Education shall convene, within ten (10) working days of receipt of the request or such time as is mutually agreeable between the Employer and the Union to review the grievance. The written decision of the Director of Education shall be given with fifteen (15) working days following the convening of the meeting.

15.02 **Policy Grievance**

Either party may initiate a grievance arising out of any difference between them as to the interpretation, application, administration or alleged violation of this Agreement. Step 1 of the grievance procedure shall be eliminated in such policy grievances and the processing of the grievance(s) will commence with a meeting between the Assistant Superintendent – Human Resources and Administrative Services and the Union Committee to be held within ten (10) working days of receipt by the non-grieving party of the written statement of the grievance.

ARTICLE 15 – GRIEVANCE PROCEDURE (cont'd)

15.03 Discharge Grievance

A claim by an employee with seniority that the employee has been discharged without reasonable cause shall be treated as a grievance if a written statement of the grievance, signed by the employee and a committee person, is lodged with the Employer within five (5) working days after the employee ceases to work. Step 1 of the grievance shall be eliminated in such discharge grievances and the processing of the grievance will commence at Step 2.

15.04 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or the President of the Local Union when processing any grievance.

15.05 A record of an employee shall not be used against the employee at any time after twenty-four (24) months following a suspension or disciplinary action including letters of reprimand or any adverse reports.

15.06 The time limits in this Article may be extended by mutual agreement between the parties.

ARTICLE 16 – ARBITRATION

16.01 If a grievance remains unsettled following the appropriate procedure set forth in Article 15, it may be submitted to arbitration, provided that the party seeking arbitration notifies the other party in writing to that effect not more than ten (10) working days after the date of the rendering of the final decisions under Article 15. A Board of Arbitration shall be established in the manner provided in the *Ontario Labour Relations Act* as amended from time to time. A single arbitrator may be mutually agreed upon by the parties.

16.02 Each party shall bear the expenses of its representatives, witnesses, and the preparation and presentation of its own case. Each party shall be responsible for the expenses of its own nominee to the Arbitration Board. The expenses of the Chairperson or a single arbitrator shall be shared by the parties equally.

16.03 The Arbitration Board or a single arbitrator shall have no power to alter or amend any of the provisions of this Agreement, or to substitute any new provisions for existing provisions, or to give any decision inconsistent with the provisions of this Agreement.

ARTICLE 16 – ARBITRATION (cont'd)

- 16.04 In cases involving discharge, the Arbitration Board, or single arbitrator may confirm the action of the Employer, or may reinstate the employee with full or partial compensation for time lost, or may render such other decision or provide such other remedy as it may in its discretion consider just and equitable.
- 16.05 Permission for employees to be absent from duties to attend arbitration hearings shall be requested in writing to the Assistant Superintendent, Facilities Services, with a copy to the Human Resources and Administrative Services Department and Principal (where applicable) allowing sufficient time to make alternate arrangements for replacing staff.

ARTICLE 17 – FIRST-AID KITS

- 17.01 First-aid kits shall be supplied and maintained by the Employer and kept in places that are easily accessible to all the employees.

ARTICLE 18 – WAGES

- 18.01 Wage rates are set forth in Schedule “A” annexed which is hereby declared to form part of this Agreement.
- 18.02 Employees will be paid every two (2) week period via direct deposit in accordance with Article 18.03 of this Agreement as per the normal payroll processing periods.
- 18.03 The Board will have its banking firm deposit the pay of each employee in an account designated by the employee. On or before each scheduled pay day, every employee shall receive an itemized statement of deductions. The statements will be addressed individually and in envelopes where an employee requests.

During the life of the Collective Agreement, the Board intends on moving towards implementing transmission of pay statements electronically sent to the employee's secure Board email account at which time statements/cheques will no longer be issued. The Board will provide four (4) weeks notice to employees prior to implementation.

ARTICLE 18 – WAGES (cont'd)

18.04 In the event that a new position is created within the Bargaining Unit, the wage rate to be applied thereto shall be mutually agreed upon between the Employer and the Union and the position shall be subject to an evaluation after completion of one (1) year of service.

18.05 An afternoon Custodian temporarily transferred to replace an absent Chief Custodian shall receive the higher rate of pay effective the third (3rd) consecutive working day (excluding statutory holidays) as the replacement. In this event, the payment shall be made retroactive to the first (1st) day as the replacement.

An afternoon Custodian temporarily transferred to replace an absent Chief Custodian for a period of two (2) or less working days shall not receive the higher rate of pay.

18.06 A Custodian temporarily replacing an absent Group Leader shall receive the higher rate of pay effective the fifth (5th) consecutive working day (excluding statutory holidays) as the replacement. In this event, the payment shall be made retroactive to the first (1st) day as the replacement.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.01 (a) **Custodian Personnel**

The regular work week shall consist of five (5) days of eight (8) hours each, Monday to Friday, scheduled as follows:

(i) Elementary Schools:

Chief Custodians

7:00 a.m. to 4:00 p.m.

(Monday to Friday inclusive)

Custodians

3:00 p.m. to 11:00 p.m.

(Monday to Thursday inclusive)

12:30 p.m. to 8:30 p.m.

(Friday)

ARTICLE 19 – HOURS OF WORK AND OVERTIME (cont'd)

19:01(a) (cont'd)

(ii) Secondary Schools:

Chief Custodians

7:00 a.m. to 4:00 p.m.

(Monday to Friday inclusive)

Custodians (days)

7:00 a.m. to 4:00 p.m.

(Monday to Friday inclusive)

Custodians

3:00 p.m. to 11:00 p.m.

(Monday to Thursday inclusive)

12:30 p.m. to 8:30 p.m.

(Friday)

(iii) Schools with 50,000 square feet or greater

Custodians

12:30 p.m. to 8:30 p.m.

It is understood that the hours of work for Chief Custodians at Elementary and Secondary schools is 7:00 a.m. to 4:00 p.m. Monday to Friday inclusive. In schools with earlier starts, the start time for a Chief Custodian can be advanced but can be no earlier than 6:30 a.m. and requires mutual agreement of the Principal, Operations Coordinator and the employee. Such determination will be reviewed annually at the beginning of the school year.

One day Custodian shall be assigned to a secondary school larger than 95,000 square feet.

It is also agreed that a Chief Custodian at the Catholic Education Centre shall commence work at 7:00 a.m. to 4:00 p.m. (Monday to Friday inclusive) with a one (1) hour unpaid lunch break, and one (1) Custodian shall commence work at 3:00 p.m. and finish at 11:00 p.m. (Monday to Friday inclusive) with a one-half (1/2) hour paid lunch.

ARTICLE 19 – HOURS OF WORK AND OVERTIME (cont'd)

19:01(a) (cont'd)

The one (1) hour lunch period for employees working the regular day shift shall be taken between 11:00 a.m. and 1:30 p.m. and the one-half (1/2) hour paid lunch period (taken in the school) for employees working the afternoon shift shall be taken between 6:00 p.m. and 8:00 p.m. (Monday through Thursday inclusive) and between 5:00 p.m. and 6:30 p.m. (Friday). It is understood that should an employee be unable to take their lunch period during the above specified time period they should contact their immediate supervisor to obtain approval for an alternate time.

NOTE: In regular elementary and secondary schools with 50,000 square feet or greater, a 12:30 p.m. to 8:30 p.m. shift will be established. This shift will be offered on a seniority basis within the school location. If there is no employee at the school location willing to accept this position, then the hours of work will remain status quo with an annual review each September. In the event a vacancy arises related to this shift, it will be posted as a 12:30 p.m. to 8:30 p.m. shift.

(b) **Maintenance Personnel**

The normal working shift of Maintenance Personnel shall be:

7:00 a.m. to 3:30 p.m. (Monday to Friday inclusive)

It is agreed that the foregoing notwithstanding, the Maintenance Personnel shall work a shift 3:00 p.m. to 11:00 p.m. with a one-half (1/2) hour paid lunch period, during the school year as required by the Assistant Superintendent, Facilities Services.

NOTE: Notwithstanding a) and b) above, the hours of work for school based positions during Christmas, March Break and Professional Activity Days, shall be 7:00am to 4:00pm Monday through Thursday with a half hour unpaid lunch, and 7:00am to 3:30pm Friday with a half hour unpaid lunch. This is contingent upon the operational needs of individual schools.

ARTICLE 19 – HOURS OF WORK AND OVERTIME (cont'd)

19:01 (cont'd)

(c) Summer Work Hours

The Custodial and Maintenance employees shall be paid for a forty (40) hour week and will be required to work a forty-two (42) hour work week.

Chief Custodians and Day Custodians, the hours will be from 7:00 a.m. to 4:30 p.m., Monday to Thursday inclusive and from 7:00 a.m. to 4:00 p.m. on Friday.

Custodial employees' hours will be from 2:45 p.m. to 11:45 p.m., Monday to Thursday inclusive and from 12:30 p.m. to 9:00 p.m. on Friday.

Maintenance hours will be from 7:00 a.m. to 4:00 p.m. Monday to Thursday inclusive, and from 7:00 a.m. to 3:30 p.m. on Friday.

The above noted hours will be worked during the months of the calendar year with the exception of the months of June, July and August. The regular hours of work as outlined in Article 19.01 (a) and (b) shall be worked during the months of June, July and August.

In lieu of payment for the additional one half (1/2) hour per day, Monday to Thursday inclusive, employees will:

- (i) accumulate time to allow Fridays off during the summer months commencing the week immediately following school closing and the week prior to the start of the new school year except that the Employer may require schools on an individual basis to revert back to the normal work week up to two (2) weeks prior to school opening.
- (ii) no longer be required to provide make up time during the Christmas period to have consecutive days off, that are not covered by the statutory holidays or holidays as determined by the Collective Agreement, between the day before Christmas and New Year's Day.

All employees working less than the full time-hours will have the time worked pro-rated accordingly.

ARTICLE 19 – HOURS OF WORK AND OVERTIME (cont'd)

19.01 (c) (cont'd)

Employees will not be required to work any additional time to make up for the one half (1/2) hour per day as the result of sick days off or time off during vacation.

It is understood that any employee commencing employment with the Employer shall not be required to work any additional time over and above the extra one-half (1/2) hour per day in order to enjoy the benefits of Friday's off during the summer and time off consecutively at Christmas (as outlined in (i) and (ii) above) as the result of beginning employment after the start of the new calendar year.

Similarly, any employee who resigns or leaves the employment with the Employer for any reason shall not be entitled to reimbursement or time off because of the requirement of the extra one half (1/2) hours work per day.

Where the Board is mandated by the Ministry of Education or chooses to implement a twelve (12) month school year, as compared to the existing "traditional" ten (10) month school year, the Board reserves the right to open discussion with the Union for the purpose of ensuring the operational needs of the Board are met where the employees will work a five (5) day work week during the summer months.

- (d) The Employer and the Union shall agree to meet and determine mutually agreeable working hours when time schedules are required to be changed due to Employer commitments.
- (e) In the event of an absence the employee may be replaced with an employee from the floater list. If no replacement is available after the first day of absence, the hours may be offered as an overtime opportunity.
- (f) Employees shall be paid at the rate of time and one-half for all authorized work performed in excess of eight (8) hours per day (with the exception of Summer hours) and for all authorized work performed on Saturday, and at the rate of double time for all authorized work performed on Sunday and statutory holidays.

ARTICLE 19 – HOURS OF WORK AND OVERTIME (cont'd)

19.01 (cont'd)

- (g) An employee called in outside of the employee's regular working hours will be paid a minimum of three (3) hours' pay at the overtime rate.

Custodians who work outside their regular working hours because of the Community Use of Schools Program shall receive the minimum of two (2) hours at the overtime rate.

- (h) Effective September 1, 2008, week-end and holiday security checks will be paid at the rate of \$18.61 per occasion.

Effective September 1, 2009, week-end and holiday security checks will be paid at the rate of \$19.17 per occasion.

Effective September 1, 2010, week-end and holiday security checks will be paid at the rate of \$19.75 per occasion.

Effective September 1, 2011, week-end and holiday security checks will be paid at the rate of \$20.34 per occasion.

An employee required to standby, shall receive the weekend and security check allowance.

- (i) An employee shall be paid a shift premium of sixty-two (62) cents per hour when assigned to work the afternoon shift for those hours worked beyond 4:30 p.m. only. The shift premium shall increase to sixty-four (64) cents effective September 1, 2009; sixty-six (66) cents effective September 1, 2010; and sixty-eight cents (68) effective September 1, 2011.
- (j) Overtime and extra time in any school will be divided equitably among those employed in that school.
- (k) Shift premiums shall not be added to an employee's basic rate when calculating overtime rate.

ARTICLE 19 – HOURS OF WORK AND OVERTIME (cont'd)

19:01 (cont'd)

- (l) Custodial/Maintenance staff may bank their hours worked outside of their regular working hours at a rate of time and a half (1 ½) paid for each hour worked in lieu of monies. Banked lieu time shall accumulate up to a maximum of twenty-four (24) hours and must be used by December 31st of the year time was accumulated. Such time shall be taken at a mutually agreeable time between the employee and their Supervisor/respective Principal.

In exceptional or unforeseen circumstances, lieu time may be carried over to the next calendar year upon approval of the Assistant Superintendent, Facilities Services.

19.02 The employer will grant a fifteen (15) minute rest period during the first half of the employee's work day and a like period during the second half of the working session.

ARTICLE 20 – VEHICLE ALLOWANCE

20.01 Employees who are requested to drive and operate Board-owned vehicles within the scope of the job duties are required to maintain a valid Ontario driver's license.

Employees who are requested to drive and operate their own vehicles within the scope of the job duties are required to maintain a valid Ontario driver's license and insurance.

Employees within the maintenance area of Facilities Services will not be required to use their own personal vehicles for Board business. There is an expectation of both parties that employees will utilize the vehicles provided by the Board.

Should an employee utilize their own personal vehicle for Board business they shall receive a flat monthly vehicle allowance of \$150/month or \$12.50/day if vehicle used for less than the month plus the rate per kilometer as established by the Employer.

ARTICLE 21 – VACATIONS

21.01 For vacation entitlement purposes, the vacation year is designated from January 1st to December 31st.

Employees shall be allowed vacation in accordance with the following:

Years of Service Completed	Vacation Entitlement
Less than one (1) year by December 31 st	One (1) day per month of service, maximum ten (10) days, in any case, shall not receive less than provided under the <i>Employment Standards Act</i> in their first year of service
Three (3) years	Fifteen (15) days
Eight (8) years	Twenty (20) days
Seventeen (17) years	Twenty-five (25) days
Twenty-five (25) years	Thirty (30) days

Vacations are normally approved by the Assistant Superintendent, Facilities Services or immediate Supervisor/respective Principal in blocks of one or more weeks during July, August, Christmas Break and Mid-Term Winter Break. The employee may request vacation in single days with a minimum of one (1) weeks notification. Requests for separate days shall be given reasonable consideration on an individual basis subject to the condition that the workplace shall not be unduly affected by the approval of the vacation time.

- 21.02 (a) (i) A full-time employee entitled to three (3) weeks vacation may, by mutual agreement, take two (2) weeks vacation at a time other than July, August, Christmas Break, March Break.
- (ii) A full-time employee entitled to five (5) weeks vacation may, by mutual agreement with the Principal and Operations Coordinator, take three (3) weeks vacation at a time other than July, August, Christmas Break, March Break.
- (iii) No more than five (5) employees shall take vacation at the same time.
- (b) Maintenance employees may be entitled to take vacation at any time during the year upon the approval of the supervisor.

ARTICLE 21 – VACATIONS (cont'd)

21:02 (cont'd)

- (c) All employees are entitled to take vacation at any time during the year upon approval from their respective Principal/Operations Coordinator. Employees shall request their vacation by March 1st of each year. The Board will approve and distribute the vacation schedule by April 15th of each year. All requests received by March 1st shall be considered on the basis of school/departmental seniority. All requests received after March 1st shall be considered on a first come first serve basis by the Assistant Superintendent, Facilities Services. For requests submitted after March 1st, the Board will make every reasonable effort to respond to such requests within ten (10) working days after the distribution of vacation schedules on April 15th.

Following approval of vacation, employees are limited to a maximum of two (2) further requests for July, August and September, to amend a previously approved vacation.

21.03 Should a holiday fall during an employee's vacation period, the employee shall be entitled, in lieu of such holiday, to an extra day's vacation with pay.

21.04 In accordance with the following chart, employees leaving the service of the Employer, prior to completion of the vacation year, shall receive the appropriate percentage of regular earnings, to the date of termination.

Vacation Entitlement	Percentage of Earnings
2 weeks	4%
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

21.05 Employees shall be entitled to vacation pay in advance of going on vacation provided the vacation has prior approval and they have notified the Employer of their request three (3) weeks prior to the commencement of their vacation.

ARTICLE 21 – VACATIONS (cont'd)

21.06 Permanent employees working less than a full-time regular work week shall have their vacation payment pro-rated accordingly.

Employees transferring from a permanent position of less than full-time regular work week to full-time will have their service at less than forty (40) hours per week pro-rated accordingly for future full-time vacation entitlement.

21.07 In the event that bereavement/illness occurs during an employee's vacation period, the employee shall be granted equivalent eligible days off at the time mutually agreed to by the employee and the Board.

Time off for illness shall be supported by a doctor's note. Time off for bereavement must be supported by a copy of the death notice. These days must be taken within one (1) calendar year.

21.08 Vacations shall be taken in the calendar year for which they are due. An employee shall only be allowed to carry up to five (5) days of vacation into the next calendar year.

ARTICLE 22 – HOLIDAYS

22.01 The following shall be considered holidays for the purpose of this agreement:

- * Last working day preceding New Year's Day
- New Year's Day
- Family Day (if it continues to be proclaimed by the Provincial Government)
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- * Last working day preceding Christmas Day
- Christmas Day
- Boxing Day

ARTICLE 22 – HOLIDAYS (cont'd)

22:01 (cont'd)

* These holidays shall be transferred to a mutually agreed date if classes are conducted on these dates. It is understood by the parties that these days will be scheduled in such a manner that the operational needs of the school are not disrupted.

Plus one additional day between Christmas and New Year's Day to be determined by the Employer upon mutual consultation prior to May 1st of each year and any other holiday declared by the Federal or Provincial Government.

Canada Day and Civic Holiday will be given at the summer schedule hours if they are scheduled to be worked.

Subject to the Board's needs being met, whenever a statutory holiday or a P.A. Day falls on a Friday, it is understood the Board shall consider changing the Thursday shift hours to those worked on Friday.

22.02 An employee shall suffer no loss of pay in respect of any holiday on which the employee is not required to work, provided that the employee shall have worked the last scheduled working day immediately preceding and the next scheduled working day immediately following the holiday. This shall not apply if the employee's absence on either or both days is by reason of illness or injury as supported by a physician's certificate, or an authorized leave of absence that commenced not earlier than the fifth day immediately preceding the holiday.

22.03 An employee required to work on a statutory holiday will be entitled to be paid the equivalent of a day's pay at the rate of double time over and above regular pay.

22.04 When any of the above holidays fall on a Saturday or Sunday, the Employer will substitute another day as the holiday for the purposes of the Agreement.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 The Employer may grant a leave of absence, with or without pay, to an employee required to be absent for personal reasons; subject to the condition that the work shall not be unduly affected by the granting of such leave.

ARTICLE 23 – LEAVE OF ABSENCE (cont'd)

23.02 Leave of absence without pay shall be granted to duly elected delegates not exceeding four (4) in number from the respective Bargaining Committee of Local 218 for attendance at Union Conventions and Union Business meetings. Such leave shall not exceed a total for sixty (60) person days in any one (1) calendar year for the Bargaining Committee. The Employee will consider additional days upon request and justification. Leave for the Vice-President is not part of the allotted days under this Article.

Requests for leave of absence for bargaining committee members shall be sent to the Assistant Superintendent – Human Resources and Administrative Services or designate for approval with a copy sent to the Assistant Superintendent, Facilities Services.

- 23.03 (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of benefits or seniority, so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the original term of office. This may be extended to a further term, at the discretion of the Employer.
- (c) An employee who is elected or selected for a full-time position with the Union or any body with whom the Union has affiliations shall be granted a leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leaves shall be renewed once only upon request for a period of up to two (2) years. No more than two (2) employees will be granted a leave in any one year.
- (d) An employee who elects to return to an educational institution on a full-time basis to upgrade the employee's education shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. No more than two (2) employees will be granted a leave in any one (1) year.

ARTICLE 23 – LEAVE OF ABSENCE (cont'd)

23:03 (cont'd)

- (e) All applications for Leaves of Absence shall be submitted in written form and with sufficient notice to the immediate supervisor stating the reason(s) for the Leave and the amount of time required. Approval shall be granted in written form as soon as possible upon receipt of such request.
- (f) The Chairperson of the Committee shall be allowed two (2) days off per month without pay to attend to Union business, subject to the condition that the workplace is not unduly affected by the absence and proper written notice is given.

This time is not part of the allotted days under 23.02. At the Board's discretion, a replacement employee shall be provided.

- (g) The Board shall grant a leave of absence to the employee to be absent for professional purposes approved by the Board, including examinations and graduations above the secondary school level. The Board agrees that a leave of absence without pay may be granted to the employee to attend their spouse's or dependant's school graduation.

23.04 **Bereavement/Compassionate Leave**

Upon the death of a relative, an employee shall be granted a compassionate leave of up to five (5) working days, depending upon the time of bereavement in relation to the normal time off and the degree of relationship of the deceased, without loss of pay.

A further two (2) days for traveling may be allowed at the discretion of the department head.

Upon the written notification to the Assistant Superintendent – Human Resources and Administrative Services, the following bereavement leaves will be approved.

ARTICLE 23 – LEAVE OF ABSENCE (cont'd)

23:04 (cont'd)

- (a) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of five (5) working days for the purpose of attending or arranging a funeral in the immediate family. The immediate family shall be defined as the spouse, parent, child, brother, sister, guardian or a person who stands in local parentis.
- (b) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of three (3) working days for the purpose of attending or arranging a funeral for the father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, or grandchild.
- (c) An employee shall be entitled to a leave of absence of a full or partial day with pay and no deduction of sick leave credits for the purpose of attending the funeral of a relative other than those mentioned above. Subject to the Supervisor/Principal's approval an employee may be entitled to a similar leave of absence for a close personal friend with whom the employee has had a long-term personal relationship.

23.05 **Jury Duty**

The Employer shall make up the difference, if any, between jury pay and the employee's regular pay for any time during which an employee is required to perform jury service, or subpoenaed by the Crown as a witness.

23.06 **Pregnancy/Parental Leave**

The intent of this section shall conform with the *Employment Standards Act* as amended from time to time.

The Employer, if requested, shall grant a pregnancy or parental leave to an employee not to exceed a total of two (2) years.

The employee will return to their own job provided their leave is no longer than one (1) year. Where a technological change and/or procedural changes have occurred, the employee shall receive appropriate training in order to fulfill the requirements of the job.

ARTICLE 23 – LEAVE OF ABSENCE (cont'd)

23:06 (cont'd)

An employee who extends the leave beyond the one (1) year period shall be placed in a comparable position as held prior to the leave.

The Employer shall provide for employees on pregnancy or adoption leave a supplementary unemployment benefit plan which provides a payment of seventy percent (70%) of salary for the two-week waiting period. Such a plan shall be registered with and approved by Service Canada. Effective September 1, 2002, parental leave will be included in this leave.

The employee shall accumulate sick leave credits at a rate of two (2) days per month while absent on pregnancy and parental leaves for times as recognized by the *Employment Standards Act*. Sick leave credits shall not be granted to employees for extended leaves of absences requested beyond these times.

23.07 **Adoption Leave**

An employee shall be granted leave without deduction from salary to a maximum of two (2) days for needs related to the legal adoption of the employee's child.

23.08 **Paternity Leave**

An employee shall be granted a leave of absence of two (2) days, without deduction of salary, related to the birth of his child, commencing from the day of admission of the mother for the birth of the child up to and including the day of discharge of the child from the hospital, and that such days are working days.

23.09 **Compassionate Care Leave**

(a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that twenty-six (26) week period in accordance with Section 49.1 of the *Employment Standards Act*.

ARTICLE 23 – LEAVE OF ABSENCE (cont'd)

23:09 (cont'd)

- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service. The Board will continue to pay its share of the premiums of the subsidized employee benefits if the employee contributes during the leave. In accordance with O.M.E.R.S. guidelines, if the employee chooses to contribute to the pension for the leave period, the employer will pay its share in accordance with O.M.E.R.S. guidelines.
- (c) Subject to any changes to the employee's status and position which would have occurred had he/she not been on compassionate care leave, the employee shall be reinstated to his/her former duties, on the same shift in the same department, and at the same rate of pay.

23.10 Upon the approval of the respective Principal/Supervisor, a leave of absence for personal reasons for a maximum of one (1) working day per calendar year without loss of pay, but with deduction from sick leave credits, shall be granted. Such leave may be taken as a whole or a half day. Such leave shall not extend a long weekend, March Break or Christmas Break and shall not be taken on a Professional Activity Day.

ARTICLE 24 – BULLETIN BOARDS

24.01 The Employer will provide bulletin boards at appropriate locations for the use of the Union. Matters posted will be restricted to:

- (a) notices of union meetings;
- (b) notices of union elections or appointments;
- (c) notices of results of union elections; and
- (d) notices of union recreational and social activities.

24.02 There will be no other general distribution or posting by the Union of the employees of pamphlets, advertising or political matter, propaganda notices or literature of any kind on the Employer's property, other than as herein before provided.

ARTICLE 25 – SICK LEAVE

25.01 Sick Leave is leave of absence on full pay by reason of incapacity due to illness or injury.

ARTICLE 25 – SICK LEAVE (cont'd)

- 25.02 Sick leave days, if unused, will accumulate to a maximum of two hundred and sixty (260) calendar days.
- 25.03 An employee with seniority shall be eligible for two (2) days sick leave with pay for each completed calendar month of employment, following completion of the probationary period.
- 25.04 A retiring employee is one who ceases to be employed by the Employer and applies for and receives a retirement pension.
- 25.05 Sick leave which has accumulated to the credit of an employee and is unused at the termination of employment, will be cancelled, except in the case of:
- An employee who retires or dies with not less than five (5) years of continuous service, in which case, either the employee, or the estate in case of death, will receive fifty percent (50%) of the employee's sick leave standing to the employee's credit at the date of retirement or death.
- Payment of 50% of the sick leave credit will not apply to employees hired after February 14, 1988.
- 25.06 When the Employer feels an employee has excessive absenteeism, it may request a medical certificate for each day absent due to sickness and such certification shall be provided by the employee immediately upon return to work.
- 25.07 Leave of absence without pay on the grounds of incapacity due to non-occupational illness or injury shall be granted to any employee who has no sick leave accumulated to the employee's credit as long as the absence is supported by documentation from a medical doctor.
- 25.08 Sick leave shall not accumulate in respect of any period during which an employee is absent from employment on account of lay-off or authorized leave of absence without full pay.
- 25.09 On or about December 31st in each year, an accounting of each employee's accumulated sick leave will be mailed to each employee, and a copy will be sent to the Secretary of the Local Union.

ARTICLE 25 – SICK LEAVE (cont'd)

- 25.10 If an employee is prevented from performing the regular work with the Employer because of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act*, the Employer will supplement the compensation provided by the Workplace Safety and Insurance Board for the loss of wages to the employee from the employee's sick leave credits by such an amount that the compensation of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Employer, with equal one hundred percent (100%) of the employee's regular wage after normal income tax deductions, considering the tax free status of Workplace Safety and Insurance Board income.
- 25.11 Employees who are absent due to illness or accident shall maintain their positions and locations for up to one-year (1) period following eligibility for Long-Term Disability and/or Workplace Safety and Insurance Board benefits. During this time the Employer shall fill the assignment with a temporary employee. In the event the absent employee does not return to work after this time frame, the position shall be posted as a vacancy.

ARTICLE 26 – QUARANTINE

- 26.01 An employee shall be entitled to salary notwithstanding absence from duty where, because of exposure to communicable disease, are quarantined or otherwise prevented by the order of the Medical Office of Health/Doctor from attending. These absences shall include being exposed to and infected by pediculosis (head lice). The Employee shall retain their full daily rate and be deducted .5 sick leave credit for each day absent. In the event that an Employee has exhausted their sick leave credits, the Employee shall receive .5 of the daily rate for each day absent.

ARTICLE 27 – CLOTHING AND/OR UNIFORMS

- 27.01 The Employer will provide the employees with uniforms on the following basis:
- (a) Effective from the date of hiring, the Employer will provide each new male employee with two (2) pairs of pants and three (3) shirts, and each new female employee with two (2) pairs of pants and three (3) tops. The Employer will supply two (2) extra pairs of pants to its Painting Personnel, two sets of overalls for the Plumbers.

ARTICLE 27 – CLOTHING AND/OR UNIFORMS (cont'd)

27:01 (cont'd)

- (b) In each year the Employer shall offer employees the selection of uniforms on an optional package basis and shall pay the cost of same.
- (c) Jackets shall be made available to Custodial/Maintenance employees every third year of employment and shall be included in one of the optional packages. Jackets may be replaced on a more regular basis subject to proof of need and approval of the Assistant Superintendent, Facilities Services.
- (d) All employees shall be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed in the approved uniform appropriate to the location and season at all times when on duty.
- (e) Maintenance employees shall be entitled to an additional two (2) shirts and two (2) pants above the uniform allotment outlined in a) above.

27.02 (a) The Employer shall supply all portable power and large tools required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool or by proving that the tool was lost.

- (b) Custodial and Maintenance employees, upon completion of the probationary period, shall be entitled to an allowance of up to (effective ratification) \$100.00 each twelve (12) month period to assist in the purchase of approved boots. This amount will be reimbursed upon proof of purchase. Such approved safety footwear must be worn at all times.
- (c) Custodial employees, upon evidence of need and as approved by the Assistant Superintendent, Facilities Services, will be entitled to the same allowance. Replacement of worn or damaged approved safety footwear prior to period shall require the approval of the Assistant Superintendent, Facilities Services and such replacements shall be subject to another twelve-month (12) period limitation before the purchase of another pair.

ARTICLE 28 – EMPLOYEE BENEFITS

28.01 The Canada Pension Plan and the O.M.E.R.S. Plan, as currently integrated, will be continued.

The Employer will contribute one hundred (100%) percent of the premiums for the following employee benefits.

28.02 **Extended Health Care Plan**

- (a) Prescription Drugs - \$10/\$20 deductible
- (b) Vision Care – maximum \$200/annum for dependent children and maximum of \$300 every two (2) years for adults towards the purchase of contact lenses or eyeglasses or corrective laser eye surgery. A maximum of seventy-five (\$75) dollars every two (2) years for the purpose of eye examinations only for employees, spouses and dependant children greater than twenty (20) years of age.
- (c) Private Hospital Coverage
- (d) Hearing Aids - \$300 every three (3) years
- (e) One hundred percent (100%) of the costs, after the employee pays the deductible, will be covered for the following paramedical specialists, up to the maximum indicated below:
 - (i) Licensed physiotherapists, speech therapists, massage therapists, naturopaths or Christian Science practitioners to a maximum of \$350 per person in a benefit year for each category of paramedical specialists.
 - (ii) Licensed osteopaths, chiropractors, chiropodists or podiatrists, including a maximum of one x-ray examination per specialty each benefit year to a maximum of \$350 per person in a benefit year for each category of paramedical specialists.

ARTICLE 28 – EMPLOYEE BENEFITS (cont'd)

28.03 Group Term Life Insurance

Group Term Life Insurance with Accidental Death and Dismemberment Benefits in the amount of \$50,000 or two and a half (2 ½) times annual salary, whichever is greater.

Employees covered under these benefits have the option to purchase, at their own expense, additional Life Insurance in blocks of \$20,000, \$40,000, \$60,000 or \$80,000.

28.04 Flexident Dental Care Plan

- (a) Preventative – \$1,500/annum
- (b) Restorative (Dentures) – \$1,000 every five (5) years. Major Restorative Plan including the Dentures at the foregoing level will include Caps, Crowns and Bridges – 70% Insurance paid – 30% Employee paid (co-insurance), with a \$2,000 annual combined maximum.
- (c) Orthodontic – \$2,500/lifetime (dependent children only).

Each January the O.D.A. Fee Schedule shall be updated to the schedule of the preceding calendar year.

28.05 Long-Term Disability Plan

- (a) The Employer will pay one hundred (100%) percent of the premium for a Long-Term Disability Plan with benefits at 73-2/3% of gross monthly salary to a maximum of \$3,000.
- (b) An employee shall accumulate seniority while on Long-Term Disability for a period of up to two (2) years.
- (c) The Employer shall pay, on behalf of an employee while on Long-term Disability, all premiums and contributions for all Employee Benefits Plans. This clause applies only to Employee Benefit Plans which are in existence at this time.

ARTICLE 28 – EMPLOYEE BENEFITS (cont'd)

28:05 (cont'd)

- (d) An employee who is no longer deemed disabled under the provisions of the Long-Term Disability Plan shall be placed in the former or equivalent position with the Employer, provided the employee is capable of performing the duties of the position and provided the employee does not replace an employee who holds more seniority.

28.06 **Dependent Life Insurance**

Employees covered under the Employer's Benefit Plan may purchase, at their own expense, dependent's insurance in the amount of \$20,000 for spouse and \$5,000 for dependent children. Such insurance shall be subject to the insurer's requirements concerning medical evidence.

- 28.07 It is further agreed that benefits specifically provided for in the Agreement will commence on the first day of the month following date of hire.

For more detailed information on benefits, refer to the booklets provided by the insurance company. The benefits as described in these booklets shall be the determining factors for health benefit coverage.

28.08 **Part-Time Employee Benefits**

Employees on staff as of February 14, 1988 will continue to receive full benefits. Employees hired after this date, the following shall apply:

- (a) Employees working 30 hours per week or more shall receive 100% full benefits.
- (b) Employees working less than 30 hours per week shall receive 100% of O.H.I.P./Ontario Health, Extended Health and Vision Care and L.T.D.
- (c) Basic Life Insurance coverage is mandatory for employees working less than 30 hours per week. The employee shall pay 100% of the premiums. Dental coverage is optional and, if elected, 100% of the premiums shall be paid by the employee.

ARTICLE 28 – EMPLOYEE BENEFITS (cont'd)

28.09 Early Retirees

The parties agree that the employees who retire early shall have 75% of the premiums for O.H.I.P. and Extended Health, including Vision Care and Dental, paid by the Employer until the age of 65. A retiring employee under this provision is defined as one who has ten (10) years of service or more and who has reached the age of 55 and not taken up other employment.

Early retirees shall be allowed to purchase the Board's life insurance plan until age 65 at one-hundred percent (100%) of the cost to the early retiree.

28.10 Upon the death of an employee, the Board will continue benefits for the spouse and/or dependents for a period of two (2) years.

28.11 The benefit level and coverage outlined in Article 28 shall be maintained during the term of this Agreement. Should the Employer wish to change carriers during this term, they shall notify the Union in writing and discuss such change with the Union.

ARTICLE 29 – JOB SECURITY/CONTRACTING OUT

29.01 No bargaining unit employee shall be terminated, laid-off, or have their regularly scheduled work day or regularly scheduled work week reduced as the result of the Employer contracting out any of its work or services.

ARTICLE 30 – HEALTH AND SAFETY

30.01 The Board shall conform with the *Occupational Health and Safety Act* and the Terms of Reference as approved by the Ministry of Labour. The Employer shall ensure that all Joint Health and Safety Act Committee members are provided with all Employer information pertaining to health, safety and work environment issues.

30.02 The Union and the Employer agree that issues involving workplace aggression or violence shall be brought to and discussed in the Labour Management Committee meetings and may be referred as necessary to the Joint Health and Safety Committee.

ARTICLE 30 – HEALTH AND SAFETY (cont'd)

- 30.03 The Employer shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the *Ontario Human Rights Code*.
- 30.04 The Board agrees to involve the Union in the Disability Management Program. The Union's Disability Management representative and Unit Chairperson will be invited to attend related return to work meetings with employees. The Board will consult with the Union on the development and implementation of an employee's return to work plan.
- 30.05 The Cleaning of portables on site shall be divided equally among all Custodial staff in the school and every attempt possible shall be made to have the cleaning completed before night fall to ensure the health and safety of all Custodians.

ARTICLE 31 – RETIREMENT

- 31.01 Employees, if they so decide, will be allowed to retire prior to age sixty-five (65) in accordance with O.M.E.R.S. regulations.
- 31.02 Employees shall provide the Employer with no less than three (3) months advance notice of their retirement date. Where an employee has reached normal retirement age, the employee will contact the Employer and discuss their intentions regarding retirement on a periodic basis. These discussions will occur at intervals of no more than six (6) months.

ARTICLE 32 – RETROACTIVITY

- 32.01 This Agreement shall be retroactive with respect only to wages.

ARTICLE 33 – DURATION OF AGREEMENT

33.01 This Agreement shall come into effect from the date of its ratification by both parties thereof and shall remain in effect until August 31, 2012 and will continue to be in force from year to year thereafter, unless written notice shall have been given by either party to the other not more than six (6) months prior to the termination date, or the anniversary date of any subsequent annual extension, that it is desired to terminate or amend the Agreement.

A draft copy of the Collective Agreement shall be supplied to the Union by the Employer within thirty (30) days of ratification by the parties.

A copy of the Collective Agreement shall be supplied for all employees by the Employer within sixty (60) days of the signing of the agreement by the parties.

Executed by the duly authorized representatives of the parties at Whitby, Ontario this
13th day of November, 2008.

For the Board:

**For CUPE Local 218-Facilities Services
(Custodial/Maintenance):**

Janice Oldman, Chair

Linda Newman, CUPE National

Michael T. Gray, Resource

Don Bryans, CUPE Local 218 President

Tim Robins, Resource

Joe Shine, Chair, Bargaining Committee

Linda Kelland, Resource

Rod King, Bargaining Committee

Jaime Sheepwash, Resource

Glenn Lee, Bargaining Committee

SCHEDULE “A”

**FACILITIES SERVICES EMPLOYEES
(CUSTODIAL AND MAINTENANCE PERSONNEL)**

Grade	Band	Classification	Sept. 1/08 3.0%	Sept. 1/09 3.0%	Sept. 1/10 3.0%	Sept. 1/11 3.0%
300-349	3	Custodian Shipping & Receiving Clerk	\$20.90	\$21.53	\$22.17	\$22.84
350-399	4	Group Leader	\$21.78	\$22.43	\$23.11	\$23.80
400-449	5	Painter	\$22.60	\$23.28	\$23.98	\$24.70
450-499	6	Chief Custodian	\$23.75	\$24.46	\$25.20	\$25.95
500-549	7	All-Purpose Person Locksmith Lead Hand*	\$24.91	\$25.66	\$26.43	\$27.22
550-599	8	Electrician Controls Technician	\$26.18	\$26.97	\$27.77	\$28.61
600-649	9	Heating and Plumbing Coordinator Plumber Controls Technologist	\$28.00	\$28.84	\$29.71	\$30.60

*Denotes position under review

Rates during the probationary period, in all categories, shall be 60 cents per hour less.

Note: No bargaining unit member will have a reduction in hours or be on layoff as long as students are working for the employer.

Chief Custodians in High Schools shall receive a responsibility allowance of one hundred (\$100) per month for the extra duties associated with the position. The monthly responsibility allowance will be annualized and spread over twenty-six (26) payments.

The allowances shall increase as per the PDT Agreement negotiated increases:

- September 1, 2008: \$103.00 per month
- September 1, 2009: \$106.09 per month
- September 1, 2010: \$109.27 per month
- September 1, 2011: \$112.55 per month

SCHEDULE “B” – FACILITIES SERVICES EMPLOYEES

SCHOOL	SQUARE FOOTAGE AREA
All Saints C.S.S	157,056.06
Archbishop Denis O'Connor C.H.S.	98,199.27
Brother Andre	49,046.79
Catholic Education Centre	22,776.41
Continuing & Alternative Education, Ajax	5,875.04
Continuing & Alternative Education, Oshawa	13,451.00
Facilities Services	15,726.06
Father Joseph Venini	34,191.53
Father Leo J. Austin C.S.S.	164,127.95
Giffard Centre	12,001.75
Good Shepherd	31,699.69
Holy Family	28,375.79
Holy Redeemer	35,504.72
Immaculate Conception	25,683.09
John XXIII	34,024.69
Learning to Eighteen	4,246.04
Monsignor John Pereyma C.S.S.	100,588.65
Monsignor Paul Dwyer C.H.S.	144,489.53
Monsignor Philip Coffey	28,642.74
Mother Teresa	43,642.23
Notre Dame C.S.S.	165,903.99
Our Lady of the Bay	28,244.55
Return Ticket Program	2,352.99
Sir Albert Love	25,639.61
St. Anthony Daniel	41,002.77
St. Bernadette	56,611.00
St. Bernard	42,069.68
St. Bridget	38,567.05
St. Catherine of Siena	40,835.06
St. Christopher	30,364.96
St. Elizabeth Seton	71,257.02
St. Francis de Sales	30,090.48
St. Hedwig	18,750.71
St. Isaac Jogues	41,181.17
St. James	38,206.52

SCHEDULE “B” – FACILITIES SERVICES EMPLOYEES (cont’d)

SCHOOL	SQUARE FOOTAGE AREA
St. John Bosco	47,910.12
St. John the Evangelist	31,495.17
St. Joseph, Oshawa	48,964.98
St. Joseph, Uxbridge	35,612.42
St. Jude	37,904.05
St. Leo	44,577.62
St. Luke the Evangelist	49,509.42
St. Marguerite Bourgeoys	40,084.77
St. Marguerite D'Youville	44,616.37
St. Mark the Evangelist	47,145.88
St. Mary C.S.S.	165,722.30
St. Matthew the Evangelist	52,408.35
St. Monica	41,462.87
St. Patrick	61,018.18
St. Paul	40,502.41
St. Theresa	38,793.10
St. Thomas Aquinas	29,460.79
St. Wilfrid	50,063.98
TOTAL	2,627,679.37

revised November 2008

SCHEDULE “B” – FACILITIES SERVICES EMPLOYEES (cont’d)

1. Square footage is used to determine the number of hours allocated for each location as follows:
 - (a) In schools of 13,600 to 17,800 square feet, one eight (8) hour person shall be designated. The square footage assigned to Chief Custodians will be 14,650 and the Board agrees to maintain one Chief Custodian in each regular Elementary and Secondary school.
 - (b) Increase/decreases shall be in increments of one (1) hour at 2,225 square feet intervals above/below 14,650 square feet.
 - (c) Square footage of portables will be increased by 25%.

2. Effective August 31, 2009, the following square footage will be used to determine the number of hours allocated for each location:
 - (a) In schools of 13,600 to 20,000 square feet, one eight (8) hour person shall be designated. The square footage assigned to Chief Custodians will be 14,650 and the Board agrees to maintain one Chief Custodian in each regular Elementary and Secondary school.
 - (b) Increase/decreases shall be in increments of one (1) hour at 2,500 square feet intervals above/below 14,650 square feet.
 - (c) Square footage of portables will be increased by 25%.

3. Student enrolment shall be considered in determining personnel requirements.

LETTER OF UNDERSTANDING

January 11, 2007

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Plumber Category

Dear Joe:

The Durham Catholic Separate School Board and Canadian Union of Public Employees and its Local 218, agree to the following conditions relating to the employment category - Plumber:

- (a) Article 29- Job Security/Contracting Out, Section 29.01 will not apply to this position.
- (b) The Employer agrees to maintain this position as a full-time position and will not reduce the regular working hours through contracting out of work.
- (c) The Union agrees that plumbing requirements of the Employer will, from time to time, necessitate the contracting out of excess plumbing work and will cooperate with outside plumbers.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

November 13, 2008
(Revised from January 11, 2007)

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Custodial Workload Committee

Dear Joe:

The Custodial Workload Committee will comprise of two (2) selected Union members and the two (2) Facilities Services Operations Coordinators. The Chief Custodian at the affected school location will be invited to participate in the review. The Committee's mandate would be to:

- (a) review custodial workload assignments;
- (b) develop and maintain the system Custodial Manual;
- (c) develop and maintain custodial cleaning standards; and
- (d) assist with custodial equipment and product evaluation reviews.

The committee would report to the Assistant Superintendent, Facilities Services for final approval and system implementation relating to all recommendations associated with the committee's mandate.

Where the square footage is affected at a location due to the increase in square footage in Schedule B the committee will review the workload of the entire staff compliment at that location to ensure equitable distribution of work.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

November 13, 2008

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Schedule B

Dear Joe:

The parties further agree the current compliment of approximately twelve (12) custodial floaters positions shall be maintained during the life of this agreement to ensure coverage for employee absences and increased workload applications.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

January 11, 2007

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Duty to Accommodate

Dear Joe:

The Board agrees to consult with the Union in the development of the Disability Management Program.

1. In circumstances where a member of the CUPE bargaining unit may be unable to perform the regular duties of their position due to a disability, as defined under the *Ontario Human Rights Code*, the Board and the Union, together with the employee shall meet to discuss and to consider the available medical evidence as provided under Article 25 regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together in a good faith and collaborative manner to consider how the employee's disability can be accommodated without causing undue hardship to the Board. In order to meet this statutory obligation, the affected employee shall participate and cooperate fully in this process.
2. The parties, subject to the employee's signed consent, shall share with each other all information relevant to the accommodation of the affected employee, including medical information and/or any existing restrictions or limitations pertaining to the employee's disability and information regarding the requirements/duties of the employee's position.
3. The parties agree they will attempt to accommodate employees in the following order:
 - (a) in their current position/location;
 - (b) in their current classification;
 - (c) in another classification with relatively comparable hours/rate of pay, but for which the employee possesses the requisite knowledge, skills and abilities;

LETTER OF UNDERSTANDING (cont'd)

- (d) in another classification which does not have equivalent hours/rate of pay, but for which the employee possesses the requisite knowledge, skills and abilities.
4. In considering the feasibility of the options set out in (3) above, the parties shall consider, without limitation, such options as the modification of duties, shifts and equipment. Where reasonable, retraining of the affected employee shall be considered to facilitate alternative employment for a comparable position with the Board, specifically, within the employee's bargaining Unit first then to other CUPE Bargaining Units as contemplated under Article 12.10.
 5. It is understood and agreed that nothing in this Article will require the Board, the Union or the affected employee to agree to an accommodation, which would impose undue hardship on the Board. The Board agrees that it will not impose an accommodation, which has the effect of abridging or infringing collective agreement rights of another bargaining unit member unless there is no other reasonable alternative.
 6. Agreements between the parties regarding the accommodation of employees shall be formalized in writing. These agreements shall contain provisions regarding the process which will be followed by the parties in the event that there is a change in the accommodated employee's medical circumstances or restrictions. The employee must accept a reasonable accommodation as agreed to in these parameters.

Sincerely,

Michael T. Gray
Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

January 11, 2007

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: On-Call Services

Dear Joe:

Whereas the Board recognizes the need to provide for emergency response services for all sites. These services are required after normal hours of work, weekends and Statutory Holidays.

And whereas the existing maintenance staff in Facilities Services are familiar with the building systems, protocols and policies regarding the ongoing and emergency requirements of the Board.

And whereas in order to provide for the needs of the Board in emergency situations the Facilities Services Department undertakes to create an on-call roster comprising of the following personnel from the Maintenance Department; Electrician, Plumber, All Purpose Persons, Locksmith, Shipper/Receiver.

Now therefore, the parties agree to the following terms and conditions:

1. All Maintenance personnel listed above shall be entitled to sign up for the Duty Roster.
2. The Duty Roster will come into effect Monday, April 3, 2006 and will be renewed each school year to be effective from September 1 to August 31. The Union will be provided with the roster and apprised of any changes on a regular basis.
3. Interested maintenance employees will be assigned a week at a time based on seniority. The most senior employee will take the first week and subsequent weeks will be assigned in accordance with the most recent seniority list.

LETTER OF UNDERSTANDING (cont'd)

4. It will be the responsibility of the maintenance employee on call to respond to all after hours emergencies as they arise, under the direction of a Facilities Services Supervisor. Failure to respond may result in removal from the roster.
5. An on-call week is defined as follows:
 - Friday at 3:30 p.m. to Monday at 7:00 a.m. (24 hours Saturday and 24 hours Sunday, and 24 hours in the event a Statutory Holiday that falls within the employees scheduled week);
 - Monday at 4:00 p.m. to Tuesday at 7:00 a.m.;
 - Tuesday at 4:00 p.m. to Wednesday at 7:00 a.m.;
 - Wednesday at 4:00 p.m. to Thursday at 7:00 a.m.;
 - Thursday at 4:00 p.m. to Friday at 7:00 a.m.;
 - Employees scheduled to be on-call during the months of July and August are required to provide 24 hour coverage on the Fridays that fall within the Summer Work Schedule as agreed upon in the Letter of Understanding dated December 17, 2003.
6. Once contacted the maintenance employee will be responsible to travel in their personnel vehicle to the Facilities Services Department and pick up their Board vehicle and proceed to the site of the emergency.
7. Once on site, if the emergency is beyond their ability or scope, or the emergency is such that additional staff is required they shall contact the on-call Facilities Services management personnel for direction and assistance.
8. When on-call, a maintenance employee required to respond to an emergency situation shall be paid in accordance with the provisions set out in Article 19.01 (f). Under no circumstances will the employee be permitted to take the monetary value and convert it into time owing.
9. Additional maintenance staff called out to assist the designated on-call person shall be paid in accordance with the provisions set out in Article 19.01 (f) and shall not be entitled to lieu time.
10. In order to facilitate a timely response to all emergencies, those maintenance employees who do not currently have a cellular phone supplied by the Board for the purpose of performing their regular duties shall be supplied with same.

LETTER OF UNDERSTANDING (cont'd)

11. All participants are responsible for their assigned weeks. Any changes to the established schedule must be approved by the appropriate Facilities Services Operations Coordinator and must include the name of the maintenance employee who will take responsibility for their duty.
12. In all cases the duty must be shared equally throughout the life of the roster.
13. Any maintenance employee who drops out from the roster for any reason whatsoever will not be entitled to return to or in any way participate in the on-call duty until the next school year unless there is a medical reason or other extenuating circumstances. In the event that the number of maintenance staff participating in the Duty Roster falls below eight (8) persons both parties agree to revisit the existing format and endeavor to adjust the process in order to meet the needs of the Board.
14. For each full week of on-call duty performed by a maintenance employee they shall be entitled to one (1) lieu day. Employees cannot bank in excess of four (4) lieu days within a 12 month period. Lieu days must be taken at a time mutually agreeable to the employee and the Board and must be exhausted by December 31 of each year. Lieu days have no cash value and are not subject to a payout.
15. The Union will not entertain or advance any individual or policy grievances under the Collective Agreement as a result of this Letter of Intent.
16. This agreement will expire effective upon the expiry of the Collective Agreement between the parties. It is understood that this agreement can be extended by mutual agreement of both parties.

This agreement is without precedent or prejudice to either party with respect to their rights under the Collective Agreement.

Sincerely,

Michael T. Gray
Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

January 11, 2007

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Testing Process for Custodian Promotion

Dear Joe:

1. **Formal Training/Education**
 - 4th Class Engineer 5 pts
 - BES Class I & II 5 pts

2. **Previous Experience- 10 pts max.**
 - For each year as a Chief 1 pt
 - For each year as a Group Leader .75 pt
 - For each year as a Day Custodian .5 pt
 - For each year as a Afternoon Custodian .3 pt

Note: For the Chief and Group Leader position any time in the position whether it be permanent or temporary will be pro-rated provided the duration is more than two (2) months.

3. **Past Performance** (present Operations Coordinator)- **10 pts max.**
When evaluating performance the following is a sample of the criteria used:
 - (a) Punctuality
 - (b) Cleanliness of work area
 - (c) Letters of concern/discipline- 2 years maximum as per article 15.05 of the collective agreement
 - (d) Cooperation with co-workers

Note: Letters of commendation from Principals that form part of the personnel record and are no more than two (2) years old may be considered.

LETTER OF UNDERSTANDING (cont'd)

4. **Attendance- 10 pts max.**

Each candidate starts with 10 points. For each incident (total consecutive time = one (1) incident) due to illness there will be a deduction of one (1) point.

Note: Attendance will be calculated as follows. From the posting closing date back for a 12 month period.

Excessive sick leave due to an on-gong medical condition which is no fault of the candidate will be dealt with on a case by case basis where the parties may have discussions related to extenuating factors.

0 Incidents = 10 pts
1 Incidents = 9 pts
2 Incidents = 8 pts
3 Incidents = 7 pts
4 Incidents = 6 pts

5 Incidents = 5 pts
6 Incidents = 4 pts
7 Incidents = 3 pts
8 Incidents = 2 pts
9 Incidents = 1 pts

5. **Comprehension**

(a) Writing- legible (assessed from tests) 5 pts

- spelling and punctuation not applicable

(b) Reading- ability to comprehend 5 pts

- relevant test material

(c) Oral- easily understood 5 pts

6. **Custodial Test** 30 pts

Test based on percentage multiplied by 30 to determine total score out of maximum 30 points.

7. **Mechanical Test** 30 pts

Test based on percentage multiplied by 30 to determine total score out of maximum 30 points.

8. **Situation Questions** 10 pts

Three (3) questions relevant to school operations. The questions will be weighted as follows:

- Question #1- 4pts
- Question #2- 3pts
- Question #3- 3pts

LETTER OF UNDERSTANDING (cont'd)

Each candidate shall be asked the same questions, in the same order. All answers will be compared to a pre-determined rubric. A representative from the Human Resources Department as well as a school Principal may participate as members of the interview panel.

9. **Records Management**
(current Chiefs only)

5 pts

A review of the existing log book to ensure it is being maintained on a daily basis. Custodians in the position of temporary Chief will be evaluated on this component only when they have been in the position for a period of not less than three (3) months.

Maximum Points- 130pts
Minimum Score- 70pts

Consideration will be given to long term employees whose first language is not English to take part in the testing process. The consideration will be on a case by case basis and will not apply to any employee hired after 1990.

The three (3) most senior candidates for a posting are notified and a date set up for the testing and interviews. One (1) hour is allotted for both the custodial and mechanical tests. The interview is conducted after the testing. The panel will consist of an Operations Coordinator from Facilities Services, a representative from the Human Resources Department and a school Principal.

In order to ensure seniority is a factor the most senior candidates' final scores must be greater than a ten (10) point differential. If the spread is less than ten (10) points then the candidates will be considered relatively equal and the senior most candidate will be awarded the position.

Example:

<u>Candidate</u>	<u>Seniority</u>	<u>Score</u>
#1	1985	83
#2	1986	94
#3	1989	88

LETTER OF UNDERSTANDING (cont'd)

Candidate #2 would be awarded the position as his total score is more than 10 points higher than the most senior candidate.

Sincerely,

Michael T. Gray
Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

January 11, 2007

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Redeployment Committee

Dear Joe:

In the event of reorganization, school closure or a reduction in the workforce, a Redeployment Committee shall be established with equal representation from the Board and the Union.

The mandate of the Committee is to:

- 1) Identify and propose alternatives to the proposed layoff(s) or elimination of position(s).
- 2) Identify vacant positions or positions which may become vacant within a twelve (12) month period which are either:
 - a) within the bargaining unit;
 - b) within another CUPE bargaining unit.
- 3) Where unsuccessful under mandate 1) and 2) above, identify retraining needs of employees, where reasonable the Board shall facilitate such training.

The parties shall make every effort to find alternatives to lay-offs.

The Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and the Union. Meetings of the committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time for which the Union representatives shall be paid at their regular rate.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.

LETTER OF UNDERSTANDING (cont'd)

The Employer shall provide to the Redeployment Committee all pertinent staffing, work and organization information necessary for the Committee to carry out its mandate.

Sincerely,

Michael T. Gray
Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

November 13, 2008

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: PDT Agreement Staffing

Dear Joe:

The Board, through its website, will provide the Union relative student enrolment and staffing information including Board estimates, revised estimates and financial statements. The parties will meet as necessary and the Board will provide other relevant information as required to monitor the development of positions and allocation of funding provided by the Ministry of Education.

During the life of the Agreement, the Board will use available funding prescribed under the PDT agreement in an attempt to mitigate job losses due to declining enrolment and/or for budget purposes. For the purposes of the aforementioned, base line permanent staffing will be set at the full time equivalent positions in the Board's budget as approved by the Board of Trustees on June 23, 2008. Contingent upon the availability of such funding, the Board will allocate the necessary funding from the PDT Agreement to maintain the one (1) Painter position and one (1) All Purpose Assistant position effective January 1, 2009. In addition, use of available PDT funds may be used to maintain any other positions. The Board will meet with the Union on an annual basis to review the allocation of PDT funding prior to the start of the next school year. The parties agree that this letter does not affect the Board's rights under Article 3 or 13.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

November 13, 2008

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Professional Development

Dear Joe:

The Durham Catholic District School Board and CUPE Local 218 have jointly agreed to a philosophy which encourages professional development for all members. An adhoc professional development committee, with representation from management and CUPE Local 218, shall be established. CUPE Local 218 is recognized as an equal participant in the professional development committee.

In accordance with the Provincial Discussion Table (PDT) Agreement, the parties agree to allocate monies provided during the 2008-2009 and/or 2009-2010 school year for professional development and training opportunities for all bargaining unit members. The allocation of CUPE Local 218's proportional share of the Ministry of Education's funding enhancements for professional development training for education support workers in the GSN shall be the ratio between CUPE Local 218 FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 financial statements. The Board shall share the financial analysis and calculations of this allocation with CUPE Local 218.

It is agreed that this professional development committee will meet as soon as possible after ratification of this Collective Agreement to review professional development issues and make recommendations for upcoming professional development opportunities for members during the 2008-2009 and/or 2009-2010 school years.

Mutually agreed upon items will be forwarded to the appropriate Board personnel for implementation.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

November 13, 2008

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Summer School Staffing

Dear Joe:

The parties, through Labour Management Committee, shall discuss issues and concerns regarding staffing of summer school locations

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

November 13, 2008

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Supervision

Dear Joe:

All school based staff are responsible for student safety and supervision. As such, the Board agrees to continue its current practice with regards to supervision for the life of the Collective Agreement.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF UNDERSTANDING

November 13, 2008

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Group Benefits and Other Working Conditions

Dear Joe:

The parties agree to meet as soon as mutually convenient following ratification of this Collective Agreement to explore and discuss options and the viability of same which allow for changes to current benefits and other working conditions, effective September 2010, within the funding allocated in Section 12 of the Provincial Discussion Table Agreement.

The Durham Catholic District School Board and CUPE Local 218 agree to consider the enhancement funds being applied to the following benefit and working conditions enhancements:

- Benefits to the age 70 or retirement;
- Employees whose spouse is an employee of the Board can also enroll in benefits;
- Increased coverage for vision care and eye exams;
- Increases coverage for dental (preventative, caps, crowns, implants, bridges, orthodontic and dentures);
- Increased coverage for massage and physiotherapy, chiropractic and acupuncture;
- Further increases to shift premiums;
- Increased vacation coverage;
- Increased coverage for hearing aids;
- Coverage for prescribed medication or vaccinations currently not covered;
- Increased coverage for laser eye surgery;
- Increase in monthly vehicle allowance;
- Chief Custodians responsibility allowance applying to elementary schools over 50,000 square feet;
- First day coverage for employee absences should the Board change its current staffing model.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF INTENT

January 11, 2007

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Hours of Work During School Holidays

Dear Joe:

The Board and the Union agreed during the 2006 negotiations for a renewed Collective Agreement that with respect to hours of work during school holidays, namely Christmas, March Break and Professional Activity Days, the hours of work for school based positions shall be 7:00 a.m. to 4:00 p.m. Monday through Thursday with a half hour unpaid lunch, and 7:00 a.m. to 3:30 p.m. Friday with a half hour unpaid lunch. This is contingent upon the operational needs of individual schools.

Sincerely,

Michael T. Gray
Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF INTENT

November 13, 2008

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Sick Leave Reduction

Dear Joe:

The parties share a mutual interest of encouraging regular employee attendance. To this end, the parties also share a mutual interest of achieving cost savings to the extent possible.

To achieve these cost savings, the parties agree that where there is an overall reduction each year in the average employee absenteeism across the three bargaining units represented by CUPE Local 218 relative to the 2007-2008 school year base line sick leave average of 10.1 days, the Board will place 50% of the costs directly associated with replacement staff for all absent employees into a Board maintained fund. This fund will be utilized to supplement, on a one-time basis, monies available under the PDT for staffing purposes in the following year. For example, savings incurred during the 2008-2009 school year would be added to the PDT funds, on a one time basis, for allocation towards staffing in the 2009-2010 school year.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF INTENT

November 13, 2008

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: OMERS Contributory Earnings

Dear Joe:

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non-grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example when an employer has a flexible benefit program and the employee received compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);

LETTER OF INTENT (cont'd)

- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP) the balance of the extension period becomes unpurchasable service);
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- Ongoing taxable payments to pay for costs (for example, educational or car allowance)
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the first month following the revised retirement date.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

LETTER OF INTENT

November 13, 2008

Joe Shine, Chairperson
CUPE Local 218- Facilities Services, Custodial/Maintenance Staff
65 Kenneth Street
Oshawa, ON L1G 5N3

Re: Contracting In/Contracting Out

Dear Joe:

The Durham Catholic District School Board and CUPE Local 218 are committed to open communications and a transparent process in regard to contracting in services.

Through the Labour-Management Committee, the parties will review opportunities to contract in work into the bargaining unit that is currently contracted out. Any such discussions must demonstrate if the Board were to consider contracting in any services, there would be a cost savings to the Board and an ability to meet system needs. The parties agree that any such discussions do not affect the Board's rights under Article 29.

Sincerely,

Michael T. Gray, Assistant Superintendent –
Human Resources and Administrative Services

A handwritten signature in black ink, appearing to be 'M. Gray', with a horizontal line underneath.