

SOURCE	Comp.		
EFF.	95	01	01
TERM.	97	12	31
No. OF EMPLOYEES	140		
NOMBRE D'EMPLOYÉS	140		

AGREEMENT

Between

THE HAMILTON-WENTWORTH
ROMAN CATHOLIC
SEPARATE SCHOOL BOARD

and

THE LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA
(LIUNA LOCAL 837 - CARETAKER & MAINTENANCE EMPLOYEES)

JANUARY 1, 1995 - DECEMBER 31, 1997

DEC 23 1997

10875(01)

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The general purpose of this agreement is to provide a mechanism for the prompt and orderly interpretation, application and administration of this Collective Agreement and to establish the working conditions, hours of work and wages for all employees covered by this Agreement.

ARTICLE 1 - COGNITION

- 1.01 The Board recognizes the Union as the sole collective bargaining agent for all employees of the Hamilton-Wentworth Roman catholic separate School Board employed in maintenance services and plant operations, save and except Area Manager, Maintenance Supervisor, Construction Supervisor, persons above the rank of Area Manager, Maintenance Supervisor, Construction Supervisor, office and clerical employees and cleaners.
- 1.02 In this Bargaining Unit:
- (a) A casual employee shall be defined as an employee, other than a spare caretaker, who works the regular scheduled hours in a given classification temporarily replacing a regular seniority employee on approved leave or absence.
 - (b) Bona fide students may be employed under this Agreement during the school vacation period..
 - (c) In any given site no casual employee or student shall work regularly scheduled overtime if:
 - i) full time employees of that site, or
 - ii) spare caretakers,are available to perform the work.

ARTICLE 2 = RELATIONSHIP

- 2.01 The parties agree that they will not in any manner discriminate against, coerce, intimidate, restrain, or influence employees because of their membership or non-membership, or their activity or lack of activity in the Union.
- 2.02 Wherever the masculine gender is used it shall be deemed to include reference to the feminine gender and wherever the singular is used it shall be deemed to include reference to the plural.

ARTICLE 3 - UNION SECURITY

- 3.01 All employees covered by the Collective Agreement, as a condition of employment, shall become and remain members in good standing of the Union during the life of this agreement.

The Board agrees to deduct from all employees such regular dues as are specified by the Union in accordance with its constitution and by-laws as denoted, in writing, from the Union.

- 3.02 The Board shall forward such deductions to the Secretary-Treasurer of the Union not later than the 15th of the month following the month in which the deductions were made.
- 3.03 The Board shall, when forwarding such dues, provide a list for the Secretary-Treasurer of the Union, indicating the names and corresponding Social Insurance Number of the employees from whose pay such deductions were made.
- 3.04 In consideration of the deducting and the forwarding of Union dues by the Board, the Union shall indemnify and save harmless the Board against any claims or liabilities arising out of or resulting from the operation of this article.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Without limiting the generality of its ability to carry out the undertakings of the Board, the Union acknowledges that it is the exclusive right of the Board to:
- (a) establish and post rules for the promotion of safety, efficiency, and discipline;
 - (b) maintain order, discipline and efficiency;
 - (c) hire, discharge, layoff, classify, direct, transfer, promote, demote, and suspend or otherwise discipline employees for just cause, and determine the qualifications of an employee to perform work, and
 - (d) generally to manage the enterprises in which the Board is engaged, and without restricting the generality of the foregoing; to determine the work to be done, methods, schedules of productions, kinds, location and output of machines and maintenance of same and tools to be used, processes and the control of materials and parts to be incorporated in the work.
- 4.02 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this agreement, and a claim that the Board has exercised any of these rights in a manner inconsistent with any of the provisions of this agreement may be a subject of a grievance, including the right of any employee who has successfully completed the probationary period as defined in Article 21.02 to file a grievance over discharge or discipline.

4.03 Each employee shall have the right to consult the employee's official personal file held by the Board in its Central Supervisory file during normal business hours of the Board. A minimum of 48 hours notice excluding holidays and weekends must be given for the request.

ARTICLE 5 • MEETINGS

5.01 Meetings between the Board and the Union will be established on a quarterly basis to discuss matters of mutual concern (i.e. Health & Safety, welfare plans, interpretation of rules) and such other matters as the parties may deem necessary.

These meetings are not intended to impede or eliminate any of the rights of grievance as granted under this agreement or any of the rights of the Board, but to provide an avenue of mutual discussion of problems and concerns which may arise.

The meeting dates and suggested agenda items will be arranged through the Administrator of the Union and the Controller of Plant Operations or their respective delegates. The members of the Union committee required to attend such meetings shall be allowed to leave their jobs one hour prior to the start of the scheduled meeting.

A summary of the items discussed at the meeting will be produced by the Board and distributed to those attending.

ARTICLE 6 • POSTING

6.01 All vacancies and new postings shall be posted in all schools for a period of five (5) working days. The posting shall show the classification of the vacancy or new posting, the wage rate, the requirements for the job, the starting date, the name and address of the school or building, the current student enrolment at the school and the weekend overtime in effect at the time of the posting.

- 6.02
- a) If no qualified candidate applies for a posted position, the posted position may be filled by the Board first, from among qualified casual employees, then by new qualified hirings.
 - b) In the event that new job duties, skills and requirements are introduced, existing Bargaining Unit employees will have the first opportunity to receive reasonable instructions to perform such work.

6.03 In determining the selection of the successful applicant to a job posting, the following factors shall be considered:

- a) skill, ability and qualifications;
- b) length of continuous service

The requirements in factor a) shall govern, subject to the provisions of 6.02 b), and only where these requirements in factor (a) are relatively equal between candidates will factor b) govern.

6.04

- (a) An employee who successfully bids for a job posting shall not be eligible to bid on another job posting which would constitute a lateral transfer within a period of one (1) year from his/her successful bid. The term "lateral" as described herein shall mean jobs carrying the same classification and rate of pay. It is further understood that an employee who successfully bids for a job posting shall not be eligible to bid on a job posting for the position held immediately prior to the new position for a period of one year from the successful bid.
- (b) This condition will apply to an employee who has been assigned to a temporary job posting insofar as such employee will not be eligible to bid on another temporary job posting during the term that they are in the position.
- (c) In recognition of the French Language Schools operated by the Board in the Regional Municipality of Hamilton-Wentworth and the requirement of bilingualism as a qualification required for job application, the job posting article for French Language Schools shall operate in the following manner:
 - i) article 6.01, 6.02 & 6.03 shall apply
 - ii) article 6.04 (a) & (b) for French Language Schools shall be as follows:
 - (a) An employee who successfully bids or is hired for a job posting in any of the French Language Schools shall not be eligible to bid on another job posting which would constitute a lateral transfer within the French Language Schools for a period of one (1) year from his/her successful bid or hiring. Further, an employee who successfully bids for a job posting or is hired in any of the French Language Schools shall not be eligible to apply for any job postings other than those of the French Language Schools for a period of not less than five (5) years from the initial placement or hire in the French Language Schools.

- (b) This condition will apply to an employee who has been assigned to a temporary job posting in the French Language Schools insofar as such employee will not be eligible to bid on another temporary job posting during the term that they are in the position.

- 6.05 Successful applicants to job postings will be assigned to their new jobs and shall be paid the corresponding rate of pay effective from their first day of assignment in the job.

- 6.06 Appointments to job postings shall be made within fifteen (15) working days of postings. The Union shall be informed of the names of all applicants to job postings, in writing, sent to the Administrator or his/her alternate along with notice of appointment.

- 6.07 The filling of vacancies shall include promotions to a higher pay within the bargaining unit, transfers to a position at the same pay grade within the bargaining unit and demotions which shall mean a transfer to a position to a lower pay grade within the bargaining unit.

- 6.08 Any vacancies or new positions for a period in excess of thirty (30) days will be posted.

- 6.09
 - (a) A temporary vacancy shall be deemed to exist where the job opening results from an employee's illness, injury or leave of absence. These vacancies will be filled by the Board in the manner outlined in Articles 6.09(b) and 6.10.

 - (b)
 - i) In cases where a temporary vacancy occurs from an employee's illness, injury or leave of absence and such vacancy is known to last more than thirty (30) days, or if a vacancy continues beyond thirty (30) days, then the Board shall post the vacancy on a temporary basis.

 - ii) Subsequent temporary vacancies created as a result of this initial posting shall not be deemed as a vacancy for the purpose of this Article, except that where the subsequent temporary vacancy created involves a day caretaker position, then such vacancy will be filled by the Board in the manner outlined in Article 6.10.

- 6.10
 - i) In cases of a temporary vacancy involving a day caretaker, the night caretaker in the site would be asked to work the day schedule.

ii) In cases of a temporary vacancy involving a day caretaker where the site does not have a night caretaker, the night caretakers would be asked to work the day schedule, in order of seniority.

iii) A temporary vacancy for the purpose of this clause shall be defined as an absence that will last in excess of one week and that the absence is made known to the Supervisor concerned.

6.11 When a vacancy occurs involving a day caretaker where the school does not have a night caretaker, the senior night caretaker assigned pursuant to Article, 6.10 ii) shall remain assigned to the end of the week, if the vacancy continues.

6.12 No casual employee or student shall be assigned to a regular day position by themselves except during the period of July 15th to August 15th.

6.13 When an employee is to be transferred, the supervisor will consult with the employee before making the transfer.

A vacancy created by a transfer initiated by the Board, which becomes subject to a formal grievance as provided for under the terms of this agreement, shall be treated and posted as a temporary vacancy, until the grievance has been determined under the procedures provided.

ARTICLE 7 - GRIEVANCES

7.01 It is the mutual desire of the Board and the Union that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the griever for the prompt disposition, decision and final settlement of the grievance.

7.02 A grievance under this agreement shall be defined as a difference or dispute between the Board and any employee(s) which relates to the interpretation, application, administration, or alleged violation of this agreement.

7.03 A grievance, to be acceptable under this agreement, must be in writing, shall specify the article or articles allegedly violated, shall contain a precise statement of the facts relied upon, shall indicate the relief sought, and shall be signed by the griever.

7.04 Time limits specified in the grievance procedure are mandatory and not simply directory, and may only be amended by the mutual agreement of both parties and such agreement shall not be unreasonably withheld.

7.05

Complaints and grievances shall be settled in the following manner and sequence.

STEP I - FORMAL STAGE

- (a) If an employee has a complaint, he/she shall discuss it with their immediate supervisor in order to provide an opportunity for response and adjustment to the complaint. A representative of the Union may attend with the employee at this step.
- (b) It is understood that the alleged grieved employee **must** make his/her grievance known to the Administrator of the Union or his/her delegate, in writing, within ten (10) working days of the alleged grievance.
- (c) Should no resolution to the complaint be forthcoming at this stage, the employee may submit a formal grievance to the next step in the procedure within a further five (5) working days of Step I (b).

STEP II

The griever, through an authorized Union representative, may submit the grievance to the Controller of Plant, in writing, and the responsible parties shall meet within five (5) working days to discuss the matter. Within five (5) working days of the meeting the Controller of Plant shall respond, in writing, to the grievance.

Should no satisfactory settlement be reached at this stage, the aggrieved employee may within five (5) working days of receipt of the written response at Step II, the next step of the grievance procedure may be implemented.

STEP III

The griever, through an authorized Union representative, may submit the grievance to the Administrator of Human Resources of the Board or his/her delegate, in writing, and the responsible parties shall meet within five (5) working days to discuss the grievance. Within five (5) working days following this meeting a written reply shall be prepared stating the Board's position on the issue and/or any adjustment agreed upon.

Should no satisfactory settlement be reached at this stage, the aggrieved employee may within five (5) working days of receipt of the written response at Step III, submit the grievance to arbitration.

7.06

The grievance procedure for an employee who claims he/she has been discharged without just cause, shall be dealt with commencing at Step III, within five (5) working days after the discharge.

ARTICLE 6 - ARBITRATION

- 8.01 When either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party of this agreement and at the same time, indicate their nominee to the arbitration board. Within five (5) working days thereafter, the other party shall advise, in writing, its nominee to the arbitration board. The two nominees shall, within fifteen (15) working days, attempt to select by agreement, a chairperson of the arbitration board. If they are unable to agree upon such chairperson within this period, either of them may then request the Ministry of Labour for the Province of Ontario to appoint a chairperson.
- 8.02 Statutory holidays, Saturdays and Sundays shall be excluded from the times provided for the process outlined in Article 7.01. Time limits may be adjusted by agreement of the parties.
- 8.03 A person who has been involved in an attempt to negotiate or settle a grievance may not be appointed chairperson of the arbitration board.
- 8.04 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the chairperson of the arbitration board.
- 8.05 No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the Grievance Procedure.
- 8.06 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of **this** agreement to alter, modify or amend any part of this agreement.
- 8.07 The proceedings of the arbitration board will be expedited by the parties hereto, and the decision of the majority of such board will be final and binding upon the parties hereto. Should a majority decision not be possible, then the decision of the chairperson shall be final and binding on the parties hereto.
- 8.08 The parties may mutually agree that a single arbitrator shall be appointed in place of a board of arbitration. In the event that the parties agree on a single arbitrator, the arbitrator shall have the same powers as a board of arbitration under this agreement and the parties will jointly bear the expense of the arbitrator.

ARTICLE 9 - WAGE NEGOTIATIONS

- 9.01 A negotiation committee representing the Union shall meet during the prescribed periods with the Board's Committee to negotiate salaries and fringe benefits.
- 9.02 On days when regularly scheduled meetings between the Board and the Union are held during the normal business hours of the Board, members of the Union Committee will be allowed to leave their jobs one hour prior to the time of the scheduled meeting.

ARTICLE 10 - DURATION AND RENEWAL

- 10.01 This agreement shall continue in effect from January 1, ~~1995 until December 31, 1997~~ and continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to terminate this agreement.
- 10.02 When and if notice of amendment or termination is given by either party in accordance with section 10.01 above, the parties agree to meet for the purpose of negotiations within thirty (30) days following the receipt of such notification or such further period of time as may be agreed upon by the parties.
- 10.03 The Board shall print sufficient copies of the agreement within ninety (90) days of the signing of the agreement.

ARTICLE 11 - WAGE RATES AND CLASSIFICATIONS

The wage rate provisions for the term of this agreement are as follows:

<u>Classification</u>	<u>Hourly rate effective Jan. 1/95</u>
<u>Caretaking</u>	
Spare Caretaker	\$15.78
Assistant Caretaker (Secondary School)	16.25
Night Caretaker	16.25
Caretaker I	17.09
Caretaker II	17.09
Caretaker III	17.45
Caretaker IV	17.45
Caretaker IV/Bus Driver	17.45
Truck Driver	17.09
Caretaker IV/Boiler Person (Secondary School)	17.45
Head Caretaker (Secondary School)	18.50
<u>Maintenance</u>	
Maintenance I	18.24
Trades (carpenter, electrician, gas fitter, painter, plumber, H.V.A.C. technician hired after May 1, 1979)	19.37
<i>casual</i>	
Casual	13.70
Casual - the effective hourly rate for all hours worked shall apply to casual staff hired on a casual basis after July 1, 1991.	
<i>Student</i>	8.20

ARTICLE 12 - SHIFT PREMIUM

- 12.01 (a) The Board shall pay a Shift Premium of forty (40) cents for all hours worked on shifts where the bulk of the hours worked are between 3:30 p.m. and 11:30 p.m.
- (b) The Board shall pay a shift premium of forty-five (45) cents for all hours worked between 11:00 p.m. of one day and 8:00 a.m. of the next day.

ARTICLE 13 - FRINGE BENEFITS

- 13.01 (a) Commencing September 1, 1995 the Board will pay 95% of the cost of premiums for the Canada Life Semi-Private Plan which are in effect on September 1, 1995 for eligible employees who elect to participate in the plan.
- (b) Commencing September 1, 1996 the Board will pay 95% of the cost of premiums for the Canada Life Semi-Private Plan which are in effect September 1, 1996 for eligible employees who elect to participate in the plan.
- (c) Commencing September 1, 1997 the Board will pay 95% of the cost of premiums for the Canada Life Semi-Private Plan which are in effect September 1, 1997 for eligible employees who elect to participate in the plan.
- 13.02 (a) Employees will have the option of obtaining Life Insurance in one of the following amounts:

Effective from May 1, 1992:

\$15,000	\$40,000	\$100,000
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- (b) i) Commencing September 1, 1995 the Board will contribute 90% towards the cost of the monthly premiums in effect on September 1, 1995 for the Group Life Insurance for eligible employees who elect to participate in the plan.
- ii) Commencing September 1, 1996 the Board will contribute 90% towards the cost of the monthly premiums in effect on September 1, 1996 for the Group Life Insurance for eligible employees who elect to participate in the plan.

iii) Commencing September 1, 1997 the Board will contribute 90% towards the cost of the month- premiums in effect on September 1, 1997 for the Group Life Insurance for eligible employees who elect to participate in the plan.

(c) The Board shall make available the OPTIONAL GROUP LIFE INSURANCE in addition to the basic group insurance plan spelled out in Article 13.03 (a) to all eligible employees who elect to participate on the following basis:

- i) Optional life insurance shall be available in multiples of \$10,000 up to a maximum of \$100,000.
- ii) All premiums for the optional life insurance are to be paid 100% by the employee.
- iii) That the necessary employee participation determined by the carrier is obtained.
- iv) Eligibility to participate in the plan is to be determined by the carrier.

This plan will be effective from February 1, 1986.

13.03

- (a) i) Commencing September 1, 1995 the Board will pay 100% of the cost of premiums for the Canada Life Medi-Pak Plan in effect on September 1, 1995 for eligible employees who elect to participate in the plan.
 - ii) Commencing September 1, 1996 the Board will pay 100% of the cost of premiums for the Canada Life Medi-Pak Plan in effect on September 1, 1996 for eligible employees who elect to participate in the plan.
 - iii) Commencing September 1, 1997 the Board will pay 100% of the cost of premiums for the Canada Life Medi-Pak Plan in effect on September 1, 1997 for eligible employees who elect to participate in the plan.
- (b) There shall be a \$25.00 annual deductible before benefits can be claimed.

- (c) i) Commencing September 1, 1995 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1995 for a Vision Care Plan (reimbursement of vision Care expenses up to a maximum of \$160 in any two consecutive calendar year period) for eligible employees who elect to participate in the plan.
- ii) Commencing September 1, 1996 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1996 for a Vision Care Plan (reimbursement of Vision Care expenses up to a maximum of \$160 in any two consecutive calendar year period) for eligible employees who elect to participate in the plan.
- iii) Commencing September 1, 1997 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1997 for a Vision Care Plan (reimbursement of \$160 in any two consecutive calendar year period) for eligible employees who elect to participate in the plan.

13.04 O.M.E.R.S. The Board will match the employee's contribution towards the OMERS Pension Plan.

- 13.05
- i) Commencing September 1, 1995 the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, 1995 for the Canada Life Dental Plan (H 1963 Dental Services) for eligible employees who elect to participate in the plan as amended as at January 1, 1985.
 - ii) Commencing September 1, 1996 the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, 1996 for the Canada Life Dental Plan (H 1963 Dental Services) for eligible employees who elect to participate in the plan as amended as at January 1, 1985.
 - iii) Commencing September 1, 1997 the Board will contribute 70% towards the cost of the monthly premiums in effect on September 1, 1997 for the Canada Life Dental Plan (H 1963 Dental Services) for eligible employees who elect to participate in the plan as amended as at January 1, 1985.

- 13.06 (a) i) Commencing September 1, 1995 the Board will pay 70% of the cost of the premiums in effect on September 1, 1995 for the Long Term Disability Plan, which plan shall be mandatory for all members of the Union who are eligible to join the plan according to the terms established by the carrier.
- ii) Commencing September 1, 1996 the Board will pay 70% of the cost of the premiums in effect on September 1, 1996 for the Long Term Disability Plan, which plan shall be mandatory for all members of the Union who are eligible to join the plan according to the terms established by the carrier.
- iii) Commencing September 1, 1997 the Board will pay 70% of the cost of the premiums in effect on September 1, 1997 for the Long Term Disability Plan, which plan shall be mandatory for all members of the Union who are eligible to join the plan according to the terms established by the carrier.
- (b) i) Commencing September 1, 1995 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1995 for a 5% cost of living rider for this long term disability plan.
- ii) Commencing September 1, 1996 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1996 for a 5% cost of living rider for this long term disability plan.
- iii) Commencing September 1, 1997 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1997 for a 5% cost of living rider for this long term disability plan.
- 13.07 It is agreed that if and when any increases in fringe benefits, in kind or payment, are given to the teaching staff of the Hamilton-Wentworth Unit - O.E.C.T.A. by the Board, they shall be automatically added to and be made part of this agreement.
- 13.08 The Board may at any time substitute another carrier, provided that the benefits conferred thereby are not in total decreased and prior consultation has taken place with the Union.

13.09

When an employee is absent due to illness, and the accumulated sick leave credit is exhausted, as has been its practice, the Board will continue to pay the fringe benefits premiums as long as that employee is in the Board's employ and the employee is eligible for coverage according to the terms established by the carrier.

13.10

- i) A sick leave protection plan has been introduced from February 2, 1982. This plan provides protection against personal illness. It is not an automatic entitlement to time off.
- ii) On January 1st of each calendar year each employee shall be eligible for a twenty-four (24) day sick leave allowance for the year. The allowance will be credited at the rate of two (2) days per completed month worked in the calendar year.
- iii) Method of Accumulation
 - A. A back credit allowance shall be established for all employees who have been employed by the Board prior to February 2nd, 1982 on the following basis:

one day's sick leave credit for each completed month of recognized seniority less the actual number of days absent from January 1, 1969.
 - B. Deductions shall be made from the employee's annual sick leave allowance for the number of days absent because of personal illness.
 - C. All of the unused portion of the allowance shall be credited to the employee's sick leave credit balance at the close of each calendar year. Each employee shall receive an updated statement prior to January 30th of the following year.
 - D.
 - i) The maximum accumulation in the sick leave credit balance is not to exceed 260 days at any time.
 - ii) a) Effective from January 1, 1992 upon retirement an employee shall be entitled to receive the following sick leave payment, if eligible:

Ten dollars (\$10.00) per day for each day in the employee's sick leave credit balance in excess of 60 days up to the maximum of 260 days.

b) An employee upon early retirement will receive the sick leave payment.

c) Sick leave payment will go to the employee's estate upon the employee's death prior to his retirement.

E. If the allowance has been exhausted in any given year, the employee's sick leave credit balance will then be debited for any further absences.

F. When an employee's sick leave credit is totally exhausted, pay deduction will be made for each additional day absent because of personal illness.

G. The employee shall provide a doctor's certificate for any day of absence, if requested by the Plant operations Department.

13.11 (a) The Board will supply rubber gloves for the use of all caretakers.

Gloves will only be replaced on the return of the old pair of gloves.

(b) The Board will supply one (1) pair of rubber boots to each caretaker once every three (3) years.

If a pair is worn out, the rubber boots will be replaced on the return of the old pair.

(c) Effective January 1, 1995 the Board will pay to each full time employee \$80.00 to offset the cost of purchasing safety footwear, \$90.00 to Maintenance Department Employees. This payment will be made to each employee in the first pay in February of each year. The employee may be required to provide a receipt for all safety footwear purchased and to produce the worn or broken pair(s) of safety footwear if requested by the Controller of Plant Operations or delegate.

13.12 (a) Employees who have retired from the Board may arrange continuation of fringe benefits, until age 65, for which they are eligible according to the terms of the insurance policy.

(b) The retired employee shall be allowed to carry \$25,000 term life insurance up to age 65.

- (c) The employee will be responsible for the total cost of the applicable premiums for all fringe benefits, for which he is eligible and elects to participate in.
- (d) Effective from ratification of this agreement, casual employees who have completed twelve (12) months of employment with the Board, shall be eligible to participate in the following benefit programs:
 - 1) Semi-Private Hospital
 - 2) Medi-Pak (Drug)
 - 3) Vision Care
 - 4) Dental

The casual employee will be responsible for the total cost of the applicable premiums for all benefit plans for which he/she is eligible and elects to participate in.

13.13

ABSENCES DUE TO DISABILITY COMPENSABLE
UNDER THE WORKERS' COMPENSATION BOARD ACT

- (a) Injured employees will receive their regular pay from the Board for a period of up to one hundred and twenty (120) working days. This period may be continuous or a total of separate absence6 due to the same injury.

It is understood that during this period the benefits, which would otherwise have been paid to the employee by Workers' Compensation Board, will be turned over to the Board.

- (b) When an employee becomes aware that his/her one hundred and twenty (120) days have expired, he/she has the privilege of electing to use one quarter ($\frac{1}{4}$) day of accumulated Sick Leave Credits per day of absence on compensation or may elect to receive compensation payments only.

It is understood that, where the employee elects to use one quarter ($\frac{1}{4}$) day of accumulated Sick Leave Credits per day of absence on compensation, the benefits which otherwise would have been paid to the employee by the Workers' Compensation Board, will be turned over to the Board. During this period the employee will receive his/her regular pay at the rate applicable to his/her classification. When an employee's Sick Leave is exhausted, the employee shall be eligible to receive only the equivalent of the compensation benefits applicable to the employee's claim.

- (c) An employee who is absent due to a recurrence of disability from injuries received when working with a previous employer shall be subject to all the conditions outlined above.

ARTICLE 14 - HOLIDAYS

14.01 The following days are considered paid holidays.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	1/2 Day before Christmas Day
civic Holiday	1/2 Day before New Year's Day
	Floater Holiday

If Heritage Day is recognized and approved as a statutory holiday for the teaching staff by the Ministry of Education, it shall replace Remembrance Day as a paid holiday.

Effective the 1991 calendar year, a Floater Holiday, as identified above, to be designated by the Board.

- 14.02 In order to qualify for paid holidays, the employees must work the full shift immediately preceding and following the holiday, be on authorized vacation during the period, or be on authorized sick leave.
- 14.03 In the event a recognized holiday referred to in this agreement falls within an employee's vacation period, the employee will receive his/her choice of an additional day off with pay either at the commencement or end of his/her designated vacation.
- 14.04 If an employee is requested to work on any of the statutory holidays, he/she will receive double (2) his/her current hourly rate for each hour worked and in addition his/her statutory holiday pay.

ARTICLE 15 - VACATIONS

- 15.01 (a) The recognized vacation period for the Caretaking and Maintenance Department shall be from January 1st to December 31st.
- (b) Vacation schedules shall be sent out by the Board no later than March 1st. Employees will be allowed to request vacation during the period of January, February and March by requesting such vacation through their Area Manager or Maintenance Supervisor.

- 15.02 Every consideration will be given to those employees who wish to take trips outside the province of Ontario, at times other than the summer vacation period, provided a written application is received prior to March 1st of that year.
- 15.03 It is clearly understood that the Board maintains the right to determine the number of special vacation requests that would be granted within one year.
- 15.04 Casual employees as defined in this agreement shall be credited with their cumulative equivalent years of service as a casual employee for vacation entitlement purposes, at the time of appointment to a regular position within the bargaining unit. (i.e. every 225 days of work will equate to one (1) year of service for vacation entitlement).

ARTICLE - VACATION PATTERN

- 16.01 (a) The anniversary date in use is July 1st of any year.
- (b) Employees with less than one complete year of service are entitled to one day of vacation with pay per month of service to a maximum of two weeks.
- 16.02 After one (1) complete year of service the employee will be granted two (2) weeks vacation with pay.
- 16.03 After four (4) completed years of service the employee will be granted three (3) weeks vacation with pay.
- 16.04 After eight (8) completed years of service the employee will be granted four (4) weeks vacation with pay.
- 16.05 After fifteen (15) completed years of service the employee will be granted five (5) weeks vacation with pay.
- 16.06 After twenty-three (23) completed years of service the employee will be granted SIX (6) weeks vacation with pay.
- 16.07 After twenty-seven (27) completed years of service the employee will be granted seven (7) weeks vacation with pay.
- 16.08 After thirty (30) completed years of service the employee will be granted eight (8) weeks vacation with pay.
- 16.09 It is clearly understood that the Board maintains the right to schedule vacations according to its needs. It should not be assumed that all vacations will be scheduled in consecutive weeks.

16.10 Employees, who are eligible for four weeks vacation with pay, will be allowed to take their holidays in consecutive weeks at the discretion of the Board.

16.11 Employees may carry a maximum of two weeks vacation into the following year providing that:

- (a) application for the leave is made prior to June 1st of the year in which the holidays are to be saved;
- (b) no more than seven (7) employees are carrying vacations at any time in the Caretaking Department;
- (c) no more than three (3) employees are carrying vacations at any time in the Maintenance Department.
- (d) It is understood that the purpose and intent of this provision of vacation carryover as outlined in this Article 16.11 must be applied only to extend the existing full vacation entitlement as provided in the requested carryover year.

Notwithstanding the application of this Article, the normal practice shall remain that vacations must be taken during the calendar year in which the vacation is earned.

16.12 Employees with twenty-five (25) or more years of service may bank a maximum of two (2) weeks vacation annually, to a maximum of ten (10) weeks, to be taken immediately prior to retirement in addition to the regular vacation entitlement for the year in which the employee is scheduled to retire.

ARTICLE 17 - HOURS OF WORK

17.01 Hours of work shall be forty (40) hours per week.

17.02

(a) The regular schedule of hours worked per category is as follows:

Trainees
Assistant Caretaker
(Secondary School)
Night Caretakers
Maintenance I Monday to Friday
8 hours per day
5 days per week
Trades
Caretaker I
Caretaker II
Caretaker III
Caretaker IV
Caretaker IV/Bus Driver
Truck Driver
Caretaker IV/Boiler Person
(Secondary School)
Head Caretaker
(Secondary School)

(b) The time schedules for each category are:

- i) Day caretaker in an elementary school where there is a night caretaker
8:00 a.m. - 4:30 p.m.
(1/2 hour lunch)
- ii) Day caretaker in an elementary school where there is not a night caretaker
8:00 a.m. - 5:00 p.m.
(1 hour lunch)
- iii) Night caretaker in elementary school(s) (except during shutdown periods)
3:00 p.m. - 11.00 p.m.
(20 minute paid lunch included)
- iv) Other -

Bishop Ryan, Cardinal Newman, Cathedral,
St. Jean de Brebeuf, St. Mary's High School
and St. Thomas More
(day caretaker)
7:00 a.m. - 3:30 p.m.
(1/2 hour lunch)
(night caretaker)
3:00 p.m. - 11:00 p.m.
(20 minute lunch included)
(assistant caretaker)
12:00 noon - 8:00 p.m.
(20 minute paid lunch included)

Administration Building and Nicholas Mancini
Centre
(day caretaker)
7:30 a.m. - 4:00 p.m.
(1/2 hour lunch)
(night caretaker)
3:00 p.m. - 11:00 p.m.
(20 minute lunch included)

Bishop Ryan, Cardinal Newman, Cathedral, St.
Jean de Brebeuf, St. Mary's High School and
St. Thomas More
(head caretaker)
7:00 a.m. - 3:30 p.m.
(1/2 hour lunch)
(caretaker IV/boiler person)
7:00 a.m. - 3:30 p.m.
(1/2 hour lunch)

Truck Driver - 8:00 a.m. - 4:30 p.m.
(1/2 hour lunch)

Maintenance I - 8:00 a.m. - 4:30 p.m.
(1/2 hour lunch)

Trades - 8:00 a.m. - 4:30 p.m.
(1/2 hour lunch)

- (c) For the morning, afternoon and evening shifts there shall be a lunch break not exceeding one hour.

For the day shift the lunch break shall be scheduled between 11:30 a.m. and 1:00 p.m.

The length of the lunch period may be reduced to a half hour, provided mutual agreement is reached between principal, Area Manager and the employee concerned.

- (d) On Professional Activity Days, summer vacation, Christmas and the mid-Winter breaks, all employees will work eight (8) hour shifts with a twenty (20) minute lunch period.

17.03 All Caretaking and Maintenance employees will receive a paid fifteen (15) minute rest period during each half of the normal work shift.

17.04 All employees shall work overtime when required, provided that the Board gives reasonable notice of such requirement. Consideration will be given to exempt employees in individual circumstances when inability to work overtime can be demonstrated.

The Board agrees that Special Events and unclaimed overtime be distributed equitably to all employees who are classified to perform such work on a rotating seniority basis (longest employed to least employed).

17.05 i) Overtime at the rate of time and one-half (1 1/2 X) the job classification rate of pay will be paid for authorized work performed:

(a) in excess of the employee's regular shift on any day, or

(b) in excess of forty (40) hours per week.

In the application of this Article 17.05 an employee shall not receive less than overtime at the rate of time and one-half his/her current classified rate, unless otherwise specified in this agreement.

ii) Effective January 1, 1995, overtime at the rate of double time (2 X) the job classification rate of pay will be paid for authorized work performed on Sunday.

17.06 i) Emergency call-in: on emergency call-ins, a minimum of three (3) hours at time and one-half of the employee's current hourly rate, as set out in Article 11, will be paid.

ii) On emergency call-in after midnight a minimum of four (4) hours at time and one-half of the employee's current hourly rate, as set out in Article 11, will be paid.

iii) On emergency call-ins on Saturday or Sunday, a minimum of three (3) hours at 2 X the employees current rate as set out in Article 11 will be paid.

17.07 i) An employee performing his/her work in a school or department should be given the opportunity to perform the overtime in the school or department on that given day.

ii) When a school or building is opened for an activity after regular hours, and if a caretaker is assigned, the caretaker shall be on duty 1/2 hour before and 1/2 hour after the hours the school is being used.

17.08 A list of overtime worked for the Maintenance Department and Truck Drivers will be posted in the Maintenance Department and updated monthly.

- 17.09 i) Weekend overtime in the site is to be distributed equitably among the caretaking personnel in the particular site on a rotating basis.
- ii) On weekend site checks the truck driver shall be given preference to perform his duty, if not performed by an outside agency.
- 17.10 Employees on sick leave on their last working day of the week will be ineligible for weekend overtime.
- 17.11 In the event that an employee is temporarily transferred to another job, or category of work, he/she shall receive his/her own rate of pay, or the rate of the assignment to which he/she is transferred, whichever is the greater. The above procedure shall also apply to an employee whose position has been temporarily reclassified to a higher category resulting from the addition of temporary structures to the existing site.
- 17.12 Employees, who have reached retirement age, shall be allowed to work only to the end of the next following shutdown.
- 17.13 Employees required to work overtime in a consecutive shift following their regular work day will be entitled to a supper allowance of \$7.00, if they are required to work three (3) or more uninterrupted hours of overtime.
- 17.14 There shall be no split shifts and the hours worked shall be continuous hours worked excluding the lunch period.
- 17.15 In sites during the shutdown periods, a night caretaker who replaces a day caretaker shall receive the applicable day caretaker rate.
- 17.16 (a) Commencing from September 1, 1995 an employee travelling on authorized Board business will receive 28 cents per kilometre while using his/her own automobile.
- (b) It is expressly understood and agreed that the provisions in this Article shall not be construed to require any maintenance employee to use their own vehicle for Board business. Further, if personal vehicle use is requested by the Board, such use shall be at the discretion of the employee.

ARTICLE 18 - COMPASSIONATE LEAVE

- 18.01 (a) An employee shall be entitled to a leave of absence without loss of pay and no deduction of sick leave credits up to a maximum of five (5) working days within seven (7) consecutive calendar days when grieving a death in the immediate family.
- (b) The immediate family shall be defined as spouse, son, daughter, father, mother, sister or brother and any person who stands in loco parentis.
- 18.02 An employee may be granted a leave of absence without loss of pay and no deduction of sick leave credits up to a maximum of three (3) working days when grieving a death of a mother-in-law, father-in-law, brother-in-law, sister-in-law or grandparent.
- 18.03 A leave of absence of a full or partial day without loss of salary may be granted by the Administrator of Human Resources when grieving a death of a person other than those persons named in 18.01 or 18.02.
- 18.04 Request for such a leave must be submitted to the Area Manager or, in the case of maintenance employees, to the Maintenance Supervisor, for approval at least one day in advance, if possible.
- 18.05 Under unusual circumstances, leave for compassionate reasons may be granted without loss of salary and benefits by the Administrator of Human Relations or delegate. Such a leave shall be deducted from the employee's sick leave.

ARTICLE 19 - LEAVES OF ABSENCE

- 19.01 (a) Each employee shall be allowed leave of absence without loss of pay when required for the purpose of jury duty or when summoned in any proceedings to which he/she is not a party or one of the persons charged.
- (b) The employee shall turn over to the Board the jury or witness fees received less reasonable expenses for parking and meal.
- 19.02 (a) The Board may grant leave of absence without pay for personal legitimate reasons that the Board deems acceptable. The period of absence if granted will be determined by the Administrator of Human Resources in view of the nature of the request.
- (b) All other requests for leaves of absence must be filed in writing with the Administrator of Human Resources at least one month before the requested leave except in emergency.

(c) An allowance of one day per calendar year, deductible from sick leave credit, may be made for reasons of urgent personal business. The approval of the Administrator of Human Resources or designate for such an absence must be obtained. The granting of the day must not be considered to be an automatic right.

19.03 Replies to such requests will be answered within ten (10) working days except in emergency.

19.04 The employee granted a leave of absence may elect to maintain their participation in any or all of the insurance plans defined in Article 13 by making arrangements 30 calendar days before the commencement of the leave to pay the Board the full cost of the applicable premiums. This is subject to the eligibility requirements of the insurance plans as established by the carrier.

This provision shall not apply to leaves of absence of 30 calendar days or less duration.

19.05 A male employee shall be permitted absence for a period of up to a maximum of two (2) days for the occasion of the birth or adoption of their child. Such leave shall be deducted from the employee's sick leave account.

19.06 Maternity leave shall be granted in accordance with the terms set out in the Employment Standards Act of Ontario as amended from time to time.

19.07 At the discretion of the Board, an employee may be granted an Education Leave of Absence without pay or benefits for up to one year. A written application for leave shall be made to the Administrator of Human Resources at least four (4) months prior to the proposed commencement of the leave. For employees employed in the schools, it is preferable that any leave granted commence at the beginning of and terminate at the end of a school term.

ARTICLE 20 - AMENDMENTS

20.01 No amendment, addition or deletion to the provisions of this Agreement shall be valid unless both parties agree to the same.

20.02 New classification(s) which are created during the term of this agreement, shall be subject to discussions between the Board and the Union and a supplementary agreement covering such new classification(s) will be signed by both parties.

ARTICLE 21 - SENIORITY

- 21.01 Seniority, as referred to in this Agreement, shall mean accumulated continuous service with the Board from the last date of hire of appointment to a caretaking or maintenance classified position.
- 21.02 (a) i) All new employees will be on a probationary period of three (3) calendar months from their date of hire.
- ii) Where a casual employee has worked a minimum of three (3) consecutive calendar months, the probationary period referred to in 21.02 (a) i) shall be waived.
- (b) During the probationary period outlined above in section (a), new employees and the Union will not be permitted to file a grievance concerning the probationary employee's discharge excepting for alleged violations of monetary matters, or for reasons other than just cause.
- (c) Notwithstanding the foregoing, casual and student employees as defined in Article 1.02 shall not be considered probationary employees, shall not accrue seniority and the termination of casual and/or student employees shall not be the subject of a grievance excepting for alleged violations of monetary matters, or for reasons other than just cause.
- 21.03 A seniority list will be supplied to the Union in January of each year during the term of this agreement. Updated seniority information will be made available to the Union, as required at other times, when requested.
- 21.04 In the event that an employee is promoted or transferred to a position out of the Bargaining Unit, the employee will retain all previous seniority plus up to one year while employed outside the Bargaining Unit.
- 21.05 In cases of layoff and recall, the length of continuous service in the Board's employ shall be the governing factor. Caretaking and Maintenance categories shall be treated separately. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their respective seniority subject to those employees who are retained being qualified and capable to perform the work required.
- 21.06 Whenever layoffs are required, the Board will notify the Union, in writing, at least ten (10) working days prior to the layoff of the number of employees affected and any variations from normal seniority which will be required as a result of qualifications.

- 21.07 No employee who has attained seniority shall be laid c
due to lack of work while there is a casual or student
employee working, doing similar work in which the
redundancy has occurred subject to such seniority
employee being qualified and capable to perform the job.
- 21.08 An employee shall lose seniority and his/her employment
shall terminate if:
- i) he/she voluntarily quits;
 - ii) he/she is discharged and such discharge is not
reversed through the grievance procedure;
 - iii) an employee has been laid off for six (6) calendar
months in the case of an employee with up to one
(1) year seniority and sixty (60) calendar months
in the case of an employee with one (1) year or
more seniority;
 - iv) having been notified to return to work from
lay-off, he/she fails to notify the employer within
fourteen (14) working days after receipt of
notification that he/she will report to work or
fails to report back to work within fourteen (14)
working days after receipt of notification by the
employer to return to work. Date of receipt shall
be considered to be that on which the Management's
recall notice, sent by registered mail, is signed
for in the presence of a postal employee but in no
event longer than fourteen (14) calendar days from
the date of registration, the recall notice being
sent to the last address of the person on layoff as
furnished by him/her.
- 21.09 An employee may lose seniority and/or his/her employment
may terminate, if:
- i) an employee utilizes a leave of absence for
purposes other than for which the leave was
granted, or fails to return to work after
expiration of a leave of absence without providing
a reason satisfactory to the Board;
 - ii) an employee is absent from scheduled work for a
period of five (5) consecutive working days without
notifying the Board of such absence or providing a
reason satisfactory to the Board.
- 21.10 The Union shall be notified, in writing, of all hires,
terminations, transfers, layoffs and recalls within
fifteen (15) working days. Such notification shall
include the employee's name, address, phone number,
Social Insurance Number, date of hire and their job
classification.

ARTICLE 22 - UNION REPRESENTATION

22.01 The Union may appoint from the Bargaining Unit up to a maximum of one (1) Union Steward for every twenty-five (25) employees, and the Union shall submit to the Board, in writing, the name(s) of such Steward(s).

In the event of layoff, Union Stewards shall, in their specific job classification, be the employees retained the longest.

22.02 The Union Steward shall perform the required duties of an employee of the Board. Union business shall not be conducted during regular working hours without the express permission from their immediate supervisor or designate. The Board acknowledges that such permission will not be unreasonably withheld.

22.03 The Board recognizes that a Union Steward who is required to participate in the processing of grievances with Management approval during their normal working hours shall not suffer any loss of pay.

22.04 Prior to imposing a formal disciplinary transfer, suspension or discharge on an employee, the Board will advise the employee that he/she may have a Steward present if he/she so desires.

22.05 The Business Agent for the Union shall be granted reasonable access to employees, but in no case shall these visits interfere with the required duties of an employee. When required to visit a location, the Business Agent shall advise the Site Manager in advance of his/her visit.

22.06 The Board may grant a leave of absence without pay to employees selected or appointed by the Union for the purpose of attending Union conventions, schools and seminars. Requests for such leave of absence must be made, in writing, at least two (2) weeks in advance of the leave.

ARTICLE 23 - MISCELLANEOUS .

23.01 The Union, during the term of this Agreement, shall not cause picketing, strikes or slowdowns which will interfere with the regular schedule of work of the employees of the employer, and the employer, during the term of this Agreement, shall not conduct a lockout of its employees.

23.02 All appendices and Letters of Understanding attached to this Agreement form part of this Collective Agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement under the hands of their proper offices as of this 27th day November, 1995 at Hamilton, Ontario.

FOR THE BOARD

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

FOR THE UNION

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

LETTER OF UNDERSTANDING

No more than twenty (20) people shall be on extended leaves of absence or be carrying vacations according to the terms of Article 16.11.

LETTER OF UNDERSTANDING

This letter will confirm the mutual understanding and agreement reached during negotiations regarding the completion of the Board-sponsored internal Boiler Course program. It is agreed that caretaker positions, as posted in the Board's operations, shall require the successful applicant to have acquired the Boiler Course training. Senior applicants who have not yet participated in the training program will be allowed to apply for posted positions and awarded positions in the normal fashion with the understanding that they will actively participate and complete the Boiler Course program. Those current caretaking staff who do not participate in the Program will not be required to complete such program to remain in their current position.

The Board shall provide to its current senior staff every effort and assistance required to ensure that the course material is successfully acquired by each participant.

In recognition of our commitment to the caretaking staff of the Board and their years of service, the Board will continue to promote the advancement of our current employees in any further internal Board training program that may be introduced in the future.

LETTER OF UN _____

This letter shall clarify the mutual understanding and intent of the parties reached during negotiations.

Regular night caretakers in facilities which continue to require evening shifts during the summer months of July and August, as determined by the Board, will be given an opportunity of being assigned to day shift hours in other locations when and where necessary as assigned by the Area Manager(s). Each of the regular night caretakers mentioned above shall be asked to indicate which option they prefer prior to the summer schedule commencing each year.

LETTER OF UNDERSTANDING

During the past several years, it has been recognized that caretakers, working the same school building, have been permitted to occasionally switch shifts to accommodate personal needs or specific professional needs.

Please be advised that we consider this practice acceptable with the understanding that the following conditions have been applied in the past and shall continue to apply:

1. That the switching of a day caretaker and night caretaker occur only in the same school building and be mutually acceptable to all parties as approved by the Area Manager.
2. That no change of wage rate shall occur.
3. That the exchange of shifts be for specific reasons, as approved by the Area Manager, and shall not be construed as permission to schedule such exchanges on a routine basis, except for the purposes of contract negotiations.

We trust this information is satisfactory for your needs and if you have any questions, please do not hesitate to contact this writer.



This letter will confirm the mutual understanding reached during negotiation⁸ regarding the application of the "After Hours Use of Schoolsⁿ" policy of the Board. It is understood that where the Board receives an incident report from a school where a caretaker has not been assigned to a school during an after hours use application, that such reports will be reported to the Trustees through the Property and Building Standing Committee of the Board.

LETTER OF UNDERSTANDING

This letter will confirm the mutual agreement and understanding reached during negotiations regarding the procedure to be used in the event of a reduction in the caretaking staff compliment at the French Language Schools operated by the Hamilton-Wentworth Roman Catholic Separate School Board.

Notwithstanding the job posting provisions pursuant to Article 6 of the Agreement covering the French Language Schools, caretaking staff who are affected in the event of a staff reduction in the French Language shall have the option of accepting layoff or re-assignment to the classification and wage rate of "Spare Caretaker" in the Board. An employee so affected by this reclassification shall remain as a Spare Caretaker until such time that their seniority and application for other job postings would result in their appointment to another classification in accordance with the terms and conditions of the Collective Agreement between the Board and the Caretakers and Maintenance Employees' Association.

LETTER OF UNDERSTANDING

Notwithstanding the provision of Article 17.05 of the collective agreement regarding the premium to be paid for authorized overtime, the Board and Union have agreed to guidelines which can provide an option for paid lieu time off.

The guidelines that will govern this procedure are as follows:

1. In the event that lieu time is taken instead of overtime pay, a caretaker would replace the absent caretaker during the regular school year consistent with the sick leave absentee guidelines, currently i.e. no replacement up to and including three (3) days.
2. Both parties shall agree before the overtime hours are worked, whether or not overtime shall be paid or lieu time banked and taken at a later date. If lieu time is agreed, it is understood that each hour of authorized O/T work performed shall equate to 1.5 hours of banked lieu time.
3. Both parties shall agree when the lieu time will be taken.
4. Both parties shall agree that no split shifts shall be implemented in the event that a school building is to be opened on a non-school day.
5. Both parties agree that in schools where there is a single caretaker, the shift shall be performed without interruption.

LETTER OF UNDERSTANDING

Vacation Entitlement - Anniversary Date

Pursuant to Article 16.01(a) Vacation Pattern, it is agreed that the anniversary date in use shall be July 1st.

In an employee's year where he/she would qualify for an additional week of vacation pursuant to Article 16.03, 16.04, 16.05, 16.06, 16.07 and 16.08, the anniversary date used to determine entitlement will be January 1st.

In an employee's last year of employment due to retirement or otherwise and if that employee is in a year in which he/she would qualify for an additional week of vacation, in these situations the provision to count the additional week of entitlement in the final year shall not be allowed. Calculations for vacation entitlement during an employee's last year with the Board shall continue to be applied as per past practice, based upon a July 1st anniversary date.

LETTER OF UNDERSTANDING

This Letter of Understanding shall confirm the agreement between the Board and the Union regarding the establishment of a joint committee comprised of five representatives of Management (including two Trustees) and five representatives of the Union who shall review operating procedures and expenses of the Plant Operations Department of the Board, to identify opportunities to improve efficiency and reduce costs.

It is understood that such confirmed savings, once identified, will be shared equally between the Board and the Bargaining Unit.

The committee will be established and shall prepare a report providing the terms of reference by December 31, 1995.

LETTER OF UNDERSTANDING

This Letter of Understanding shall confirm the agreement between the Board and the Union for the regular seniority employees who are members of this bargaining unit. During the term of this collective agreement, concluding December 31, 1997, the Board shall guarantee no layoffs.

Any adjustments of staffing levels shall be achieved through attrition, voluntary leaves and other such provisions.

The Hamilton-Wentworth Roman Catholic Separate School Board
Le Conseil des écoles séparées catholiques romaines de Hamilton-Wentworth

90 MULBERRY ST., P.O. BOX 2012 HAMILTON, ONTARIO, CANADA L8N 3R9
TEL (905)525-2930 FAX (905)525-1724



August 31, 1995.

Mr. Gerry Varricchio,
Labourers' International Union
of North America,
44 Hughson Street South,
Hamilton, Ontario.
L8N 2A7

Dear Mr. Varricchio:

This letter shall confirm the mutual understanding and agreement reached between the parties during negotiations regarding the Social Contract obligations of the Caretaker & Maintenance employees for Year 3 of the Social contract.

After consultation and review of the changes in the Caretaker staffing required to meet the obligations under the Social Contract Act and with the understanding to implement the necessary changes required, the Board has agreed that no further unpaid leave days will be required by the Caretaker and Maintenance department employees of the Board, members of LIUNA Local 837.

yours truly,

Patrick J. Daly,
Chairperson, Board of Trustees.

PJD/jj