

# **A G R E E M E N T**

Between

**HAMILTON-WENTWORTH  
CATHOLIC DISTRICT SCHOOL BOARD**

and

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

**September 1, 2008 - August 31, 2012**

**10875 (06)**

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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 - RECOGNITION**

1.01 The Board recognizes the Union as the sole collective bargaining agent for all employees of the Hamilton-Wentworth Catholic District School Board employed in maintenance services and plant operations, save and except Manager, Custodial Services, Manager, Technical and Maintenance Services, Manager, Physical Plant and Construction, persons above the rank of Manager, Custodial Services, Manager, Technical and Maintenance Services, Manager, Physical Plant and Construction, office and clerical employees and assistant custodian.

1.02 In this Bargaining Unit:

- (a) A casual employee shall be defined as an employee, other than a spare custodian, 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 a casual employee may work regularly scheduled overtime subject to compliance with article 17.04.
- (d) In any given site a student employee may work regularly scheduled overtime subject to compliance with article 17.04.

## **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 a) The Board shall, when forwarding such dues, provide a list for the Secretary-Treasurer of the Union, indicating the names, phone numbers, addresses and corresponding Social Insurance Number of the employees from whose pay such deductions were made.

b) The Board will provide written notice of any change of membership. A change in membership includes but is not limited to a change in name, address, new hires, terminations and retirements.

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 a) 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. The Board will arrange for the request within 48 hours of notice being given excluding holidays and weekends. Any discipline and performance related letters or notes shall be copied to the employee and the Union prior to their being entered into the employee's personnel file.

b) Reports of warnings or reprimands will be removed from the employee's file after a period of two (2) years, provided that further warnings or reprimands have not been taken against the employee during the two (2) year period.

## **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. A Trustee representative will attend these meetings.

## **ARTICLE 6 - JOB POSTING**

6.01 Except for known vacancies occurring between July 1<sup>st</sup> and September 15<sup>th</sup>, all vacancies and new positions shall be posted, no more than a month prior to the position becoming vacant or available, in all sites for a period of five (5) working days. The posting shall show the classification of the vacancy or new posting, 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 regularly scheduled weekend/weekday overtime in effect at the time of the posting.

6.02 a) If no qualified candidate applies for a posted position, after all posted procedures have been exhausted, the posted position may be filled by the Board **using the following order:**

1. Qualified casuals;
2. Assistant Custodians;
3. New qualified hirings.

**In the event that a new qualified hire is necessary a copy of the external posting will be provided to the union, upon request.**

b) In the event that new job duties, skills, technologies or methods of work are introduced, the Union will be informed and existing bargaining unit employees will have the first opportunity to receive reasonable training 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 **ten (10) months** 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 **ten (10) months** from the successful bid unless there is a classification and rate change.

(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.

**6.05** a) Successful applicants will be notified within **seven (7)** working days following the closing date of the posting. They 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.

(b) Appointments to job postings shall be made within ten (10) working days of postings. The Union shall receive **copies of all job postings**, names of all applicants to the job postings **and the name of the successful candidate**, in writing, **by** the Administrator or his/her alternate, along with notice of appointment **in a timely manner**.

(c) A successful applicant who, after notification, subsequently becomes unable to assume the regular position on the intended date of appointment, shall retain the regular position until able to resume the regular duties, if such period of illness or disability is not expected to exceed **six (6)** months.

6.06 Vacancies shall include a promotion, retirement, transfer, demotion, LTD or modified work reassignment for more than one (1) year. A promotion shall be defined as a move from a lower paying position to a higher paying position. A transfer shall be defined as a move from one position to another where both positions have the same wage rate. A demotion shall be defined as a move from a higher paying position to a lower paying position.

6.07 Any vacancies or new positions for a period in excess of twenty-five (25) working days will be posted.

**6.08** (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 twenty-five (25) working days, or if vacancy continues beyond twenty-five (25) working days, then the Board shall post the vacancy on a temporary basis.



ii) The subsequent temporary vacancy created as a result of this initial posting shall be deemed as a vacancy for the purpose of this Article. Any further subsequent temporary vacancy shall not be deemed as a vacancy for the purpose of this article except that where the subsequent temporary vacancy created involves a day custodian position, then such vacancy will be filled by the Board in the manner outlined in Article 6.09.

c) Vacancies created during the summer months due to a filling of a posted position shall be assigned to a casual employee, if available, who shall retain their casual status. **The vacancy will be posted the first week of September.**

6.09 (a) In cases of a temporary vacancy involving a day custodian, the night custodian, in order of seniority at the site, would be asked to work the day schedule. In the event that the night custodian(s) at the site declines the assignment, such assignment will be offered to other night custodian(s) in order of seniority.

(b) i) In cases of a temporary vacancy involving a day custodian where the site does not have a night custodian, the night custodians would be asked to work the day schedule, in order of seniority.

ii) The assignment will be for the day or until the end of the week. If the position is still open the Monday following, the assignment will be offered to other night custodian(s) in order of seniority. Every Monday the seniority list will prevail.

iii) While assigned to a day position and an opening becomes available at his/her home school, the assignment will be offered as per article 6.09 a).

(c) A temporary vacancy for the purpose of this clause shall be defined as an absence that will last in excess of one week but less than twenty-five (25) working days and that the absence is made known to the Supervisor concerned.

6.10 When a vacancy occurs involving a day custodian where the school does not have a night custodian, the senior night custodian assigned pursuant to Article 6.09 ii) shall remain assigned to the end of the week, if the vacancy continues.

6.11 No casual employee shall be assigned to a regular day position by themselves except during the period of July 1st to August 31st. If no applications are submitted for a day custodian position, the night custodians will be offered to take the position by seniority. In the event that no night custodian accepts the position, the least senior night custodian will be appointed.

6.12 When an employee is being considered for transfer due to disciplinary reasons, the supervisor shall consult with the employee and the Union before making the transfer.

A vacancy created by a disciplinary action, transfer, suspension, or discharge 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.

6.13 Employees can submit their application for a posted vacancy either by fax or by the mailbag to the Human Resources Department.

6.14 Regular night custodians 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 Manager, Custodial Services(s). Each of the regular night custodians mentioned above shall be asked to indicate which option they prefer to the summer schedule commencing each year.

6.15 Employees may choose to transfer from their present position to the position of “spare custodian” and will be paid the hourly rate of the “spare custodian”. The vacancy created by this voluntary transfer must be posted in accordance with Article 6. The employee who has chosen a voluntary transfer may at any time, apply for a posted position within the bargaining unit.

## **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 grievor 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 grievor.

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.

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

STEP I - INFORMAL 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 grievor, 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 grievor, through an authorized Union representative, may submit the grievance to the Human Resources Manager - Employee Relations & Secretarial/Clerical Services, in writing, which shall be presented to the Committee of Decision. Such Committee shall be composed of one trustee who shall act as chairperson and six other members, 3 representatives of the Union and the 3 following Board officials; Administrator of Human Resources (or designate), Controller of Plant, and Human Resources Manager. Such meetings will be limited to four meetings per year at which time any current grievances will be presented to the Committee. Within five (5) working days following the scheduled Step III meeting a written reply will be prepared stating the Committee's decision on the issue and/or any adjustment agreed upon.

In consideration of a grievance resulting from the discharge and termination of an employee, a Step III meeting will be scheduled within five (5) working days.

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.
- 7.07 A policy grievance must be submitted at Step III of the grievance procedure.

## **ARTICLE 8 - 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 a) At either parties' request the matter will be submitted to a single arbitrator who shall be appointed in place of a board of arbitration.

- b) In the event that the parties agree on a single arbitrator, the arbitrator shall:
  - i) be appointed from the list of arbitrators agreed upon between the parties,
  - ii) 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 **September 1, 2008** until **August 31, 2012** 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 negotiate a renewal of this agreement.
- 10.02 When and if notice of amendment is given by either party in accordance with section 10.01 above, the parties agree to meet for the purpose of negotiations within twenty (20) 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 will print and provide sufficient copies of the agreement, in a bound 8.5 x 11 inch booklet, within **forty-five (45)** days of the signing of the agreement.

**ARTICLE 11 - WAGE RATES AND CLASSIFICATIONS**

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

<b><u>Classification</u></b>	<b><u>Hourly Rate Sept.01/08</u></b>	<b><u>Hourly Rate Sept.01/09</u></b>	<b><u>Hourly Rate Sept.01/10</u></b>	<b><u>Hourly Rate Sept.01/11</u></b>
<b><u>Custodial</u></b>				
<b>Spare Custodian</b>	<b>20.56</b>	<b>21.18</b>	<b>21.81</b>	<b>22.47</b>
<b>Night Custodian I</b>	<b>21.02</b>	<b>21.65</b>	<b>22.30</b>	<b>22.97</b>
<b>Night Custodian II</b>	<b>21.02</b>	<b>21.65</b>	<b>22.30</b>	<b>22.97</b>
<b>Night Custodian III</b>	<b>21.02</b>	<b>21.65</b>	<b>22.30</b>	<b>22.97</b>
<b>Custodian I</b>	<b>22.17</b>	<b>22.83</b>	<b>23.52</b>	<b>24.22</b>
<b>Custodian II</b>	<b>22.17</b>	<b>22.83</b>	<b>23.52</b>	<b>24.22</b>
<b>Custodian III</b>	<b>22.37</b>	<b>23.04</b>	<b>23.73</b>	<b>24.45</b>
<b>Custodian IV</b>	<b>22.37</b>	<b>23.04</b>	<b>23.73</b>	<b>24.45</b>
<b>Truck Driver</b>	<b>21.93</b>	<b>22.59</b>	<b>23.26</b>	<b>23.96</b>
<b>Building Environmental System Operator/ Custodian IV (Secondary schools)</b>	<b>22.78</b>	<b>23.47</b>	<b>24.17</b>	<b>24.90</b>
<b>Head Custodian (Secondary Schools)</b>	<b>23.91</b>	<b>24.62</b>	<b>25.36</b>	<b>26.12</b>
<b><u>Maintenance</u></b>				
<b>Maintenance I</b>	<b>23.53</b>	<b>24.23</b>	<b>24.96</b>	<b>25.71</b>
<b>Trades (carpenter, electrician, gas fitter, painter, plumber, H.V.A.C. technician hired after May 1, 1979)</b>	<b>25.89</b>	<b>26.67</b>	<b>27.47</b>	<b>28.30</b>
<b><u>Casual</u></b>				
<b>Casual</b>	<b>20.03</b>	<b>20.63</b>	<b>21.25</b>	<b>21.89</b>

Casual - the effective hourly rate for all hours worked shall apply to casual staff hired on a casual basis after July 1, 1991.

11.02 A night custodian assigned to replace the day custodian will be paid the applicable day custodian rate.

## **ARTICLE 12 - SHIFT PREMIUM**

12.01 (a) Effective **September 1, 2008**, the Board shall pay a shift premium of **forty-one (41)** 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.

Effective **September 1, 2009**, the Board shall pay a shift premium of **forty-two (42)** 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.

Effective **September 1, 2010**, the Board shall pay a shift premium of **forty-four (44)** 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.

Effective **September 1, 2011**, the Board shall pay a shift premium of **forty-five (45)** 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) **Effective September 1, 2008, the Board shall pay a shift premium of forty-six (46) cents for all hours worked between 11:00 p.m. and 8:00 a.m. of the next day.**

Effective **September 1, 2009**, the Board shall pay a shift premium of **forty-eight (48)** cents on all hours worked between 11:00 p.m. and 8:00 a.m. of the next day.

Effective **September 1, 2010**, the Board shall pay a shift premium of **forty-nine (49)** cents for all hours worked between 11:00 p.m. and 8:00 a.m. of the next day.

Effective **September 1, 2011**, the Board shall pay a shift premium of **fifty-one (51)** cents for all hours worked between 11:00 p.m. and 8:00 a.m. of the next day.

**ARTICLE 13 - FRINGE BENEFITS**

- 13.01**
- (a) Commencing September 1, 2008 the Board will pay 95% of the cost of premiums for the Great-West Life Semi-Private Plan which are in effect September 1, 2008 for eligible employees who elect to participate in the plan.
  - (b) Commencing **September 1, 2009** the Board will pay 95% of the cost of premiums for the Great-West Life Semi-Private Plan which are in effect on **September 1, 2009** for eligible employees who elect to participate in the plan.
  - (c) Commencing **September 1, 2010** the Board will pay 95% of the cost of premiums for the Great-West Life Semi-Private Plan which are in effect **September 1, 2010** for eligible employees who elect to participate in the plan.
  - (d) Commencing **September 1, 2011** the Board will pay 95% of the cost of premiums for the Great-West Life Semi-Private Plan which are in effect **September 1, 2011** 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, 2008 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 2008 for the Group Life Insurance for eligible employees who elect to participate in the plan.
  - ii) Commencing **September 1, 2009** the Board will contribute 95% towards the cost of the monthly premiums in effect on **September 1, 2009** for the Group Life Insurance for eligible employees who elect to participate in the plan.
  - iii) Commencing **September 1, 2010** the Board will contribute 95% towards the cost of the monthly premiums in effect on **September 1, 2010** for the Group Life Insurance for eligible employees who elect to participate in the plan.



iv) Commencing **September 1, 2011** the Board will contribute 95% towards the cost of the monthly premiums in effect on **September 1, 2011** 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, 2008 the Board will pay 100% of the cost of premiums for the Great-West Life Medi-Pak Plan in effect on September 1, 2008 for eligible employees who elect to participate in the plan.

ii) Commencing **September 1, 2009** the Board will pay 100% of the cost of premiums for the Great-West Life Medi-Pak Plan in effect on **September 1, 2009** for eligible employees who elect to participate in the plan.

iii) Commencing **September 1, 2010** the Board will pay 100% of the cost of premiums for the Great-West Life Medi-Pak Plan in effect on **September 1, 2010** for eligible employees who elect to participate in the plan.

iv) Commencing **September 1, 2011** the Board will pay 100% of the cost of premiums for the Great-West Life Medi-Pak Plan in effect on **September 1, 2011** for eligible employees who elect to participate in the plan.

v) Commencing September 1, 2007, the annual maximum reimbursement limit for paramedical services, shall be increased from \$200 to \$350.

- (b) There shall be a \$25.00 annual deductible before benefits can be claimed.
- (c)
  - i) Commencing September 1, 2008 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 2008 for a Vision Care Plan (reimbursement of Vision Care expenses up to a maximum of \$225 in any two consecutive calendar year period) for eligible employees who elect to participate in the plan.
  - ii) Commencing **September 1, 2009** the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2009** for a Vision Care Plan (reimbursement of Vision Care expenses up to a maximum of \$225 in any two consecutive calendar year period) for eligible employees who elect to participate in the plan.
  - ii) Commencing **September 1, 2010** the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2010** for a Vision Care Plan (reimbursement of \$225 in any two consecutive calendar year period) for eligible employees who elect to participate in the plan.
  - iv) Commencing **September 1, 2011** the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2011** for a Vision Care Plan (reimbursement of \$225 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**
- a)
    - i) Commencing September 1, 2008 the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, 2008 for the Great-West 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, 2008, the Board will contribute fifty percent (50%) towards the cost of the monthly premiums in effect for September 1, 2008, for orthodontic services for active eligible employees who have dependent/family coverage. The plan will reimburse a claimant fifty percent (50%) of the cost of the insured services, for dependent children, with benefits limited to a lifetime maximum of two thousand five hundred (\$2,500) per person.

- b)
  - i) Commencing **September 1, 2009** the Board will contribute 80% towards the cost of the monthly premiums in effect on **September 1, 2009** for the Great-West 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, 2009** the Board will contribute fifty percent (50%) towards the cost of the monthly premiums in effect for **September 1, 2009**, for orthodontic services for active eligible employees who have dependent/family coverage. The plan will reimburse a claimant fifty percent (50%) of the cost of the insured services, for dependent children, with benefits limited to a lifetime maximum of two thousand five hundred (\$2,500) per person.
- c)
  - i) Commencing **September 1, 2010** the Board will contribute 80% towards the cost of the monthly premiums in effect on **September 1, 2010** for the Great-West 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, 2010** the Board will contribute fifty percent (50%) towards the cost of the monthly premiums in effect for **September 1, 2010**, for orthodontic services for active eligible employees who have dependent/family coverage. The plan will reimburse a claimant fifty percent (50%) of the cost of the insured services, for dependent children, with benefits limited to a lifetime maximum of two thousand five hundred (\$2,500) per person
- d)
  - i) Commencing **September 1, 2011** the Board will contribute 80% towards the cost of the monthly premiums in effect on **September 1, 2011** for the Great-West 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, 2011** the Board will contribute fifty percent (50%) towards the cost of the monthly premiums in effect for **September 1, 2011**, for orthodontic services for active eligible employees who have dependent/family coverage. The plan will reimburse a claimant fifty percent (50%) of the cost of the insured services, for dependent children, with benefits limited to a lifetime maximum of two thousand five hundred (\$2,500) per person.

- 13.06
- (a) i) Commencing September 1, 2008 the Board will pay 70% of the cost of the premiums in effect on September 1, 2008 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, 2009** the Board will pay 70% of the cost of the premiums in effect on **September 1, 2009** 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, 2008 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 2008 for a 5% cost of living rider for this long term disability plan.
  - ii) Commencing **September 1, 2009** the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2009** for a 5% cost of living rider for this long term disability plan.
  - iii) Commencing **September 1, 2010** the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2010** for a 5% cost of living rider for this long term disability plan.
  - iv) Commencing **September 1, 2011** the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2011** 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 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

### CUMULATIVE SICK LEAVE PLAN

- a) 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.
  
- b)
  - i) 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.
  
  - ii) Effective January 1, 1998 each employee shall be credited with an annual sick leave allowance of twenty-four (24) days each January 1<sup>st</sup> in all cases other than the following, wherein a pro-ration of two days per completed month will apply:
    - A. An employee resigns from his/her employment with the Board;
    - B. Retires;
    - C. On Long Term Disability; unpaid leave of absence B with the exception of statutory Pregnancy and Parental Leave;
    - D. On sick leave absences for periods beyond 12 months;
    - E. On WSIB absences for periods beyond 12 months;
    - F. An employee has exhausted his/her paid sick leave credits balance as at December 31 of the immediately preceding calendar year.
  
- c) Method of Accumulation
  - i) 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.
  
  - ii) Deductions shall be made from the employee's annual sick leave allowance for the number of days absent because of personal illness.
  
  - iii) 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.
  
  - iv) The maximum accumulation in the sick leave credit balance is not to exceed 260 days at any time.

- d) Effective from January 1, 2002 for employees hired to the Board with seniority in the bargaining unit prior to December 31, 2001 upon retirement, shall be entitled to receive the following sick leave payment, if eligible:

Twenty five dollars (\$25.00) 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.

Any employee hired after December 31, 2001 shall not be eligible for this payment.

- e) An employee upon early retirement will receive the sick leave payment.
- f) Sick leave payment will go to the employee's estate upon the employee's death prior to his retirement.
- g) 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.
- h)
  - i) When an employee's sick leave credit is totally exhausted, pay deduction will be made for each additional day absent because of personal illness.
  - ii) When all sick leave credits have been exhausted, an employee may request the vacation pay allotment he/she is entitled for the days worked.
- (i) The employee shall provide a doctor's certificate for any absence **if requested by Human Resources. The certificate shall be provided directly to Human Resources.**
- j) In compliance with the Regulations and the Board's continued eligibility for the E.I. Premium Reduction Program, a minimum of one (1) day per month (12 days per year) sick leave credit as outlined in Article 13.10 (b) above, shall be reserved solely for personal illness and other statutory leave provisions.

13.11

- (a) The Board will supply rubber gloves for the use of all custodians. 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 custodian 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 February 1, 2005 the Board will pay to each full time custodial and maintenance staff employee \$100.00 to offset the cost of purchasing safety footwear. 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 **provided however that such individuals shall constitute a separate group for rating and coverage purposes. Benefit eligibility shall be in accordance with the terms of the applicable insurance policy.**
- (b) Those employees retiring on or after December 31, 2003, shall be allowed to carry \$50,000 term life insurance up to age 65.
- (c) The **retired individual** will be responsible for the total cost of the applicable premiums for all fringe benefits for which he/**she** is eligible and elects to participate in **as outlined above.**
- (d) Effective from ratification of this agreement, casual employees who have completed **four (4)** 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 WORKPLACE SAFETY INSURANCE BOARD**

- (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 absences due to the same injury.

It is understood that during this period the benefits, which would otherwise have been paid to the employee by Workplace Safety Insurance 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 (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 (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 Workplace Safety Insurance 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 Workplace Safety Insurance 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.
- (d) An employee will be required to participate in a Modified Work Program as per the Workplace Safety and Insurance Act.

**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	December 26
Canada Day	1 Day before Christmas Day
Civic Holiday	1 Day before New Year's Day
	Floater Holiday

Effective **September 1, 2008** the floater day as identified above shall be applied to **Family Day**.

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 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 Custodial and Maintenance Department shall be from January 1st to December 31st.
- B)      Vacation schedules shall be determined in the following manner:
- i)        The Board will distribute Vacation Schedule Request Forms no later than October 15
  - ii)      Employees will submit their vacation requests to the Board by November 25.
  - iii)     Vacation schedules as determined by the Board will be allocated on a seniority basis and will be based on the completed vacation requests submitted by the employees to the Board by November 25.
  - iv)      Vacation schedules will be sent out by the Board by December 15.

Employees are encouraged to request vacations during the periods when school is not in session. ie. July and August, Christmas and the March Break.

- v)        Employees may carry a maximum of three weeks vacation into the following vacation-taking year provided that:
  - a)        application is made by November 25;
  - b)        no more than ten (10) employees are carrying vacations at any time in the Custodial 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 15.01 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.

- 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).
- 15.05 i) An employee who becomes sick or injured during a scheduled vacation period
- will not have the time of sickness or injury counted as sick leave during the scheduled vacation. No compensating vacation time will be allowed for such occurrences. An exception shall be granted only in cases of hospitalization with written confirmation provided.
- ii) In the event an employee is hospitalized due to injury/illness within 48 hours prior to their scheduled commencement of vacation, he/she will be eligible to request the vacation period to be rescheduled at a later date, as mutually agreed upon by the employee and their Manager/Supervisor. Written confirmation of hospitalization will be required to support the request to reschedule.
- 15.06 Should an employee require an emergency leave and they have used up the vacation entitlement, the employee will be allowed to borrow from the subsequent year's vacation entitlement, up to a maximum of ten (10) days.

## **ARTICLE 16 - VACATION PATTERN**

- 16.01 (a) The anniversary date for the purposes of calculating vacation entitlement shall be December 31<sup>st</sup> of the following 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 or more weeks vacation with pay, will be allowed to take their holidays in consecutive weeks at the discretion of the Board.

16.11 Employees with twenty-five (25) or more years of service or age 55 or more 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.

**16.12** 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 in accordance with article 16.01(a).**

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 **an anniversary date of December 31<sup>st</sup> of the following year.**

## **ARTICLE 17 - HOURS OF WORK**

- 17.01
- a) Hours of work shall be forty (40) hours per week.
  - b) The current practice of switching shifts to accommodate personal needs or specific professional needs is allowed with the understanding that the following conditions have been applied in the past and shall continue to apply:
    - i) That the switching of a day custodian and night custodian occur only in the same school building and be mutually acceptable to all parties as approved by the Manager, Custodial Services. Such request will not be unreasonably denied.
    - ii) That no change of wage rate shall occur.
    - iii) That the exchange of shifts be for specific reasons, as approved by the Manager, Custodial Services, and shall not be construed as permission to schedule such exchanges on a routine basis, except for the purposes of contract negotiations.
- 17.02
- The regular schedule of hours worked is as follows:
- a)
    - (i) Day Shift: 8:00 a.m. – 4:00 p.m. (0.5 hour paid lunch)
    - (ii) Night Custodian I: 12:00 p.m. – 8:00 p.m. (0.5 hour paid lunch)
    - (iii) Night Custodian II (except during shutdown periods): 3:00 p.m.– 11:00 p.m. (0.5 hour paid lunch)
    - (iv) Night Custodian III: 11.00 p.m. – 7.00 a.m. (0.5 hour paid lunch)
    - (v) Building Environmental System Operator/Custodian IV (Secondary Schools): 6:30 a.m. – 2:30 p.m. (0.5 hour paid lunch)
    - (vi) Trades: 8.00 a.m. – 4.00 p.m. or other mutually agreed time.
  - b) For the morning, afternoon, and evening shifts there shall be a paid lunch break not exceeding (0.5) hour.
  - c) Hours of work may be altered to benefit the school, only upon consultation between the Custodian, Manager, Custodial Services and Principal.
- 17.03
- All Custodial and Maintenance employees will receive a paid fifteen (15) minute rest period during each half of the normal work shift.

17.04

- a) i) 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.
- ii) The Board agrees that Special Events and unclaimed overtime will be distributed equitably to all employees who are classified to perform such work on a rotating seniority basis (longest employed to least employed) as follows:
  - 1. A posting will be put out for all Special Events from January 1<sup>st</sup> to December 31<sup>st</sup> each year.
  - 2. All Staff who apply will be placed on the Special Events overtime list. Any staff may apply to be placed on the Special Events Overtime list at any time with the understanding that any hours already worked by the other applicants will be deemed to have been worked by the new applicant(s).
  - 3. As special events occur, Plant Department will call the number of people needed for a particular event in order of seniority.
  - 4. A total hours worked list will be kept for each event until the end of December.
  - 5. After the 1<sup>st</sup> event, the next set of employees will be called and so forth for each event until everyone on the list has had an opportunity to work. Once the list has been exhausted, then the calls are made again from the top of the list in an attempt to make all overtime hours as equitable as possible. In the event during the second time around the list, a senior employee has worked more overtime than a junior one, they will be jumped to allow for equitable distribution.
  - 6. In the event that an employee is called and they deny the overtime, the denial will be considered as time worked.
  - 7. Plant Managers will notify the next set of employees of a known special event within one week prior to the overtime date in order that the employee can make the necessary arrangements to make themselves available for the overtime.
  - 8. Following a Special Events overtime, a list of employees who worked or were deemed to have worked will be sent to the Union within ten (10) working days. The list will indicate the hours each employee worked or was deemed to have worked.

- b)
  - i) In the event that the Board decides to replace some or all of the hours of an absent custodian on an overtime basis, the Board will ask the custodian(s) at the school or site if he/she wants to work overtime. In a secondary school all posted custodians including the night custodian at the site who is assigned to another school as a day custodian, may be asked to perform overtime which will be distributed on an equitable basis. If there is no custodian available the Board will:
    - ii) offer the overtime to the night custodian at the site (elementary schools) who is assigned to another elementary school as a day custodian
    - iii) ask custodians who are on the Overtime List if they want to work overtime. If there are no custodians available the Board will:
    - iv) offer the overtime opportunity to maintenance employees at the custodian rate
    - v) offer the overtime opportunity to casual employees
    - vi) offer the overtime opportunity to Assistant Custodians
- (c) The procedure to be followed when using the overtime list is as follows:
  1. Seniority
  2. Each day assignments of overtime to begin where the list ended the previous assignment.
  3. Overtime hours will be assigned on an equitable basis over a two-week period.
  4. Any employee declining an assignment will be deemed to have worked and thus counted in the equitable hours.

17.05

- a) Overtime at the rate of time and one-half (1.5 X) the job classification rate of pay will be paid for authorized work performed:
  - i) in excess of the employee's regular shift on any day, or
  - ii) 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.
- b) 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.
- c)
  - i) In the event that lieu time is taken instead of overtime pay, a custodian would replace the absent custodian during the regular school year.

- ii) 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 for hours worked from Monday to Saturday and two hours of banked lieu time for hours worked on Sunday.
  - iii) Both parties shall agree when the lieu time will be taken.
  - iv) The parties agree that no split shifts will be implemented in the event that a school building is to be opened on a non-school day.
  - v) The parties agree that in schools where there is a single custodian, the shift shall be performed without interruption.
- 17.06
- a) 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.
  - b) 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.
  - c) On emergency call-ins on Saturday or Sunday, a minimum of three (3) hours at 2 X the employee's current rate as set out in Article 11 will be paid.
- 17.07
- a) 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.
  - b) When a school or building is opened for an activity after regular hours, and if a custodian is assigned, the custodian 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 forwarded to the Union monthly.
- 17.09
- a) Weekend overtime in the site is to be distributed equitably among the custodial personnel in the particular site on a rotating basis.
  - b) On weekend site checks the truck driver shall be given preference to perform this duty, if not performed by an outside agency.
- 17.10
- Employees absent from their work site on their last working day of the week will be ineligible for weekend overtime unless that absence was due to Union business.

- 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 required to work overtime in a consecutive shift following their regular work day will be entitled to a supper allowance of \$12.00, if they are required to work three (3) or more uninterrupted hours of overtime.
- 17.13** There shall be no split shifts and the hours worked shall be continuous hours worked.
- 17.14 In sites during the shutdown periods, a night custodian who replaces a day custodian shall receive the applicable day custodian or head custodian rate.
- 17.15**
- (a) An employee traveling on authorized Board business will receive reimbursement for actual mileage (kilometres) at the current Board approved rate as amended from time to time.
  - (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.
  - (c) When requested by the Board, the Board will pay the mileage travelled by the employee from his/her **assigned** school to the Board Office and back to his/her **assigned** school to obtain the keys to the assigned Board site.

**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, brother, grandchild 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, son-in-law, daughter-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 Administrator of Human Resources or delegate 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 Resources or delegate. Such a leave shall be deducted from the employee's sick leave. The discretion and consideration of requests for compassionate leave shall continue to be provided in compliance with the requirements of the Employment Insurance Regulations.
- 18.06 In the event of the death of a member of an employee's immediate family (as defined in 18.01 b) occurring while on scheduled vacation, the compassionate leave provision of "18.01 a)" will prevail and the vacation will be rescheduled.

### **ARTICLE 19 - LEAVES OF ABSENCE**

- 19.01 (a) Each employee shall be allowed leave of absence without loss of pay or benefits 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. Such requests will not be unreasonably denied.
- (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 two day(s) per calendar year, deductible from sick leave credit, may be made for reasons for urgent personal business. **Urgent Personal leave is defined as a leave that is outside of the employee's control and which is utilized to address personal matters that cannot be dealt with outside of the regular workday. Requests shall be made in writing to the Administrator of Human Resources or his/her designate, in advance except in emergency situations and shall specify the general nature of the circumstances giving rise to the need for such leave. In the event of an immediate emergency, requests via telephone shall be permitted. In the infrequent circumstance that an employee is uncomfortable with providing the general circumstances giving rise to the request due to the sensitivity of the matter, he/she may provide this information to the Union or the Area Manager who will request the leave on their behalf.** The approval of the Administrator of Human Resources or his/her designate for such an absence must be obtained, **which shall not be unreasonably denied.** 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 five (5) 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 a) Pregnancy/Parental leave and Emergency Family Medical Unpaid leave shall be granted in accordance with the terms set out in the Employment Standards Act of Ontario as amended from time to time.  
b) Upon expiration of the pregnancy and/or parental/Emergency Family Medical Unpaid leave the employee shall return to the position most recently held with the Board, if it still exists, or to a comparable position.
- 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 **three (3)** months prior to the proposed commencement of the leave. Such leave will not be unreasonably denied.

## **ARTICLE 20 - AMENDMENTS**

- 20.01 No amendment, addition or deletion to the provisions of this Agreement will be valid unless both parties agree to the same.
- 20.02 New classification(s) which are created during the term of this agreement will 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 custodial 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 **via e-mail on or before December 31 and on or before June 30** of each year during the term of this Agreement. **A copy of the seniority list shall also be provided to each school and building and shall be posted.** 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. Custodial 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 off 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:

a) he/she voluntarily quits;

b) he/she is discharged and such discharge is not reversed through the grievance procedure;

- c) 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;
- d) 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:

- a) 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;
- b) 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.

- 21.11 a) If as a result of site closure or changes in enrolment, a surplus situation occurs in a workplace, seniority, within each classification at that workplace will be the governing factor in determining which employee will be moved to a new workplace.
- b) Should within a period of two years of the above mentioned surplus, the surplus situation is reversed, the employee moved as a result of the surplus will be given the opportunity to return to his/her former position.

21.12 The seniority list effective the ratification of this collective agreement will be included as Appendix A.

## **ARTICLE 22 - UNION REPRESENTATION**

22.01 The Union will elect from the Bargaining Unit up to a maximum of nine (9) Union Stewards. 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.
- 2.03 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 a) Prior to imposing a formal disciplinary transfer, written reprimand, 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.  
b) The Board will consult with a Union Representative before discharging a bargaining unit member.
- 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. A leave in excess of two consecutive weeks, the benefit premiums will be paid by the Union.
- 22.07 When the Board establishes a committee and requests the participation and contribution from the Custodian/Maintenance employees, the Union will be contacted and requested to facilitate the identification of a representative(s).

### **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 \_\_\_\_\_ day of \_\_\_\_\_, **2009** at Hamilton, Ontario.

FOR THE BOARD

FOR THE UNION

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LETTER OF UNDERSTANDING - #1

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 - #2

This letter will confirm the mutual understanding and agreement reached during negotiations regarding the completion of the Board-sponsored internal Building Operator Training Program. It is agreed that custodian positions, as posted in the Board's operations, shall require the successful applicant to have acquired the Building Operator Training Program. New employees 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 next available Building Operator Training Program. The Board will provide the Building Operator Training Program once per calendar year.

In recognition of our commitment to the custodial 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 UNDERSTANDING - #3

A Joint Committee re Staffing will be comprised of 3 Custodians, 3 Assistant Custodians and 1 representative from LIUNA. There will be up to 7 representatives from the Board. **The Staffing Committee shall meet bi-annually with the understanding that any bargaining unit member who has a staffing related issue may submit the concern in writing to one of the representatives on the Staffing Committee. This concern will be presented at a subsequent Staffing Committee meeting.**

The Union will limit the number of their representatives who attend the Communications Meetings to five (5).

LETTER OF UNDERSTANDING - #4

Criminal Records Check

The information collected through the Ontario Education Services Corporation (O.E.S.C.) shall be maintained in strict confidence and in a separate secure area for storage in the Human Resources Department.

The employee's annual Offence Declaration shall be held and stored under the same parameters and conditions as the O.E.S.C. information.

LETTER OF UNDERSTANDING - #5

This letter will confirm the practice of the Hamilton-Wentworth Catholic District School Board regarding payment of wages for employees, members of LIUNA Local 837, involved in negotiation meetings. Employees have been paid their regular straight time daily wages for those days involved in scheduled negotiation meetings between the Union and the Board. Further, it is acknowledged that the parties have agreed to conduct negotiation meetings off premises with the costs of the main meeting room being shared equally between the parties.

LETTER OF UNDERSTANDING - #6

Policy Against Discrimination & Harassment in the Workplace/School

The Board and the Union recognize that every employee has a right to freedom from discrimination and harassment as per the Board's "Policy Against Discrimination and Harassment in the Workplace/School" (November 2004).

It is understood that any complaint of discrimination or harassment shall be dealt with in accordance with the Board's "Policy Against Discrimination & Harassment in the Workplace/School" as amended from time to time in collaboration with employees including representatives of LIUNA.

LETTER OF UNDERSTANDING - #7

In recognition of the establishment of the on-call casual custodian hourly rate as provided in Article 11 of the agreement, the parties acknowledge that this shall constitute the base hourly rate payable for all regular hours assigned for the duration of their status as an on call casual custodian.

**LETTER OF UNDERSTANDING - #8**

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 **August 31, 2012** the Board shall guarantee no layoffs.

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



LETTER OF UNDERSTANDING - #9  
SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB) PLAN FOR  
HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD

1. The purpose of this Plan is to supplement the employment insurance benefits received by the employee for temporary unemployment caused by pregnancy or parental leaves effective from the date of the Plan is approved and registered by Employment and Immigration Canada, with application to be submitted upon ratification of this agreement. Payment made under this Plan must be financed by the Board and the Board shall maintain separate accounts of such payments in accordance with the Regulations.
2. This Plan covers employees of the Board who are members of the Union.
3. The following conditions and requirements by the Board and applicable E.I. Regulations will govern the receipt or non-receipt of SEB Benefits.
  - a) An employee must be eligible to receive pregnancy or adoption benefits from E.I.C.
  - b) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period.
  - c) Employees must apply for employment insurance benefits before SEB becomes payable.
  - d) Employees disentitled or disqualified from receiving E.I.C. benefits are not eligible for S.E.B.
  - e) Employees have no vested right to payments made under the Plan except to payments during a period of unemployment specified in the Plan.
  - f) The maximum entitlement under this Plan to payments during a period of unemployment shall be limited to the two-week waiting period under E.I. Regulations.
  - g) The benefit level paid under this Plan is set at a weekly rate equal to the percentage of the employee's weekly insurable earnings payable under E.I. regulations. It is understood that, in any week, the total amount of SEB, unemployment insurance gross benefits and any other earnings received by employees will not exceed 95% of the employee's normal weekly earnings.  
As further clarification, the weekly supplementary benefit for the two (2) week waiting period shall be equal to the weekly benefit received by the Employee under E.I.
4. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan in accordance with the Regulations.

**LETTER OF UNDERSTANDING - #10**

**This letter shall confirm the understanding reached during negotiations regarding the determination and allocation of custodian and maintenance staff levels during the term of this collective agreement.**

**When and if the Board gives direction, which may influence and cause an increase or a decrease of the staffing complement, the matter shall be presented to the staffing committee for implementation.**

**LETTER OF UNDERSTANDING - #11**

This letter shall confirm the mutual understanding and agreement reached during negotiations regarding the application of the shift premium provision of Article 12. It is agreed that a regular full time employee while on his/her scheduled vacation and during the Christmas break shall for the purposes of vacation pay calculation be deemed to have the applicable shift premium included in the effective hourly rate.

**LETTER OF UNDERSTANDING - #12**

**The parties acknowledge the understanding reached in negotiations as it pertains to the number of on-call casual custodians. It is understood that the Board shall employ up to a maximum of fifteen (15) on-call casual custodians. It is further understood that the number of on-call casual custodians shall be reduced to thirteen (13) on August 31, 2012.**

**LETTER OF UNDERSTANDING - #13**

**This is to confirm the agreement and mutual understanding reached by the parties relating to lieu time and the Christmas break for the term of this collective agreement.**

**Permanent seniority employees shall be permitted to utilize up to two (2) banked lieu days during the Christmas break. All lieu time utilized during this period shall be facilitated by the respective Area Managers or the Manager of Technical and Maintenance Services.**

**LETTER OF UNDERSTANDING - #14**

In accordance with the Provincial Discussions Table (PDT) Agreement the parties recognize and agree to the following:

The Hamilton-Wentworth Catholic District School Board and the LIUNA Local 837 Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

**LETTER OF UNDERSTANDING - #15**

**Professional Development Funds**

In accordance with the provisions of the PDT it is agreed and acknowledged that the parties have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a one-time \$17 million allocation in the GSN in 2008-09 to enhance professional development and training opportunities for education support workers.

The allocation for the use of the Bargaining Unit's proportional share of the Ministry of Education's funding enhancements for Professional Development and Training in the GSN shall be the ratio between the Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-07 Financial Statements.

It is agreed that parties shall meet no later than the end of the calendar year to discuss the Unit's proportional share of this one-time enhancement, which shall be provided directly to the Bargaining Unit by no later than December 31, 2008.

**LETTER OF UNDERSTANDING - #16**

**Yearly Project**

In accordance with the PDT the parties agree to, on an annual basis to have a discussion, at a normally scheduled communications meeting to implement, at the Boards direction a project that would contribute to the public's positive perception of the quality of the Board's properties. This is contingent upon the resources being available to the School Board.

**LETTER OF UNDERSTANDING - #17**

**Custodial/Maintenance Staff/Skilled Trade/Building Security**

In accordance with the PDT and the parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-council, to increase in 2009-10 the school operations benchmark.

The Parties note the Government's requirement that this funding enhancement in 2009-10 be fully used to address the workload of Custodial/ Maintenance/Skilled Trades/Building Security Staff, considering the following:

- The new requirements for monitoring water quality; and
- The importance of maintaining school buildings and grounds in good physical condition.

Boards must apply this enhancement in 2009-10 up to the value of the Board's share of the new allocation, in the following order:

- To offset staff reductions in Custodial/Maintenance/Skilled Trades/Building Security Staff due to declining enrolment;
- Use all remaining funds to hire additional unionized Board employed Custodial/Maintenance Staff/Skilled Trades/Building Security up to the value of the Board's share of this new allocation.

Board representatives shall meet with representatives of the Custodian and Maintenance bargaining unit LIUNA 837 in May/June of 2009 to review this allocation.

**LETTER OF UNDERSTANDING - #18**

**Benefits**

In recognition and in consideration of the commitments outlined in the PDT relating to benefits the parties agree to meet by no later than September 30, 2009 to discuss the Bargaining unit's proportional share of this allocation and any potential enhancements.

Appendix B: The following Appendix outlines the provisions of the Provincial Discussions table (PDT) agreement, which is included for information purposes.

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