

A COLLECTIVE AGREEMENT

BETWEEN

**THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD
(Hereinafter called the Board)**

OF THE FIRST PART

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4153
(Hereinafter called the Union)**

OF THE SECOND PART

GENERAL PURPOSE

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

Effective September 1, 2001 until August 31, 2003.

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ARTICLE 1 – RECOGNITION

1.01 The Board recognizes the Union as the sole and exclusive bargaining agent for assistant caretakers, caretakers, head caretakers, cooks, general maintenance mechanics, chief mechanics, and cleaning employees in its employ including:

- (a) regular full-time employees employed more than 20 hours per week,
- (b) regular part-time employees employed for 20 hours per week or less,
- (c) casual assistants performing work of the bargaining unit,
- (d) temporary employees performing work of the bargaining unit, save and except educational assistants, cafeteria and lunchroom supervisors, office staff, foremen and persons above the rank of foremen, co-op students on work experience as part of a Stationary Engineering course from a Community College, occasional teachers, summer and evening school teachers, with respect to hours of work wages and salaries, pension, employee benefit plans, health and safety and other working conditions.

1.02 For the Purposes of This Agreement:

- (a) A regular full-time employee shall be defined as a person appointed to staff and regularly employed for more than 20 hours per week.
- (b) A regular part-time employee shall be defined as a person appointed to staff and regularly employed for 20 hours per week or less.
- (c) A "casual" employee shall be defined as a person not appointed to the regular staff, who is either a provisional worker or on the Board's "Casual Assistant" list.
- (d) A "temporary" employee shall be defined as a bona fide summer student who works less than five (5) months.

1.03 The sole terms and conditions of employment applicable to casual and temporary employees under the Agreement shall be as defined under Appendix "H".

1.04 Wherever the singular is used in this Agreement it shall be deemed to include reference to the plural where the context so requires.

ARTICLE 2 - RELATIONSHIP

2.1 (a) The parties agree that in accordance with the Ontario Human Rights Code there shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, creed, sex, age, record of offences, sexual orientation, marital status, family status or handicap.

(b) There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee because of membership or non-membership, activity or lack of activity in the Union.

2.02 The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Board without permission of the Superintendent of Plant Services or the Superintendent's designate.

2.03 All employees shall, as a condition of employment, remain members of the Union during the lifetime of this Agreement, and all new employees hired shall, as a condition of employment, become and remain members of the Union during the lifetime of this Agreement.

2.04 (a) The Board agrees to deduct from the pay of each employee in the bargaining unit initiation fees, the rate of union dues and any applicable levies as specified by the Union from time to time, and remit same to the Treasurer of the Union accompanied by a list incorporating, for the

deduction period, new employees, resigned or terminated employees, within fifteen (15) days after the close of the month for which it applies. Such deductions will be made twice monthly and will be made from the first and second pays in the month. In a month with three pays, however, such deductions will be made from the second and third pays in the month.

(b) The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

2.05 The Board will supply to the Local Union forty (40) duplicate signed copies of this Agreement at no charge.

2.06 The Union shall have the right to post notices of interest to its members on caretaker's bulletin boards, provided, however, that such notices pertain only to recreational or social activities, notices of Union meetings or notices of the results of Union elections.

2.07 The Union, at its own cost, will provide sufficient copies of the Agreement for each of its members. The Union will be permitted to distribute the copies to members of the bargaining unit through the Board's internal mail delivery.

2.8 If the Board creates a new position either by reclassification or the use of terminology or nomenclature not presently in the Agreement, the Board and the Union shall meet forthwith to negotiate the salary, allowances and other terms of employment.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Board and remain exclusively and without limitation within the rights of the Board and its administration. Without limiting the generality of the foregoing, the Board's rights shall include:

The right of the Board to hire, direct, promote, demote, classify, transfer, suspend and lay off employees, and also the right of the Board to discipline or discharge any employee for just cause; provided however, that a claim by an employee who has acquired seniority that the employee has been discharged, suspended, laid off, demoted or disciplined without just cause, or that the Board has exercised any of its other rights contrary to the terms of this Agreement may be the subject of a grievance and dealt with as herein provided.

3.02 The Union further recognizes the right of the Board to operate and manage its business in a fair and reasonable manner in all respects in accordance with its commitments and responsibilities. The methods, processes and means of operation used, the right to decide on the number of employees needed by the Board at any time, the right to use improved methods, machinery, equipment and tools, are solely and exclusively the responsibility of the Board, subject to the terms of this Agreement. The Board also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but such rules and regulations shall not be contrary to the terms of this Agreement.

3.03 Any exercise of the above noted rights by the Board that establishes a new, changed or modified policy or practice will be communicated to the Recording Secretary of the Union in writing prior to implementation.

ARTICLE 4 - UNION COMMITTEES

4.1 All Union Committee members shall be required to be seniority employees of the Board who are members of the bargaining unit.

4.02 The Board acknowledges the right of the Union to appoint or select a grievance

committee composed of not more than three (3) seniority employees, and a negotiation committee of not more than seven (7) seniority employees, and will recognize and deal with the appropriate committee with respect to matters which are properly processed pursuant to the grievance procedure and with respect to contract negotiations.

4.3 The jurisdiction of each of the committee members and steward representatives and the names of each steward representative and committee member selected from time to time shall be given to the Board in writing.

4.04 The Board undertakes to instruct all members of its supervisory personnel to co-operate with the committee members in the carrying out of the terms and requirements of this agreement. The Board will submit in writing the names of all supervisory personnel and designated titles to the Recording Secretary of the Union. The Union will submit in writing the names of all members of the executive and representatives of the Union to the Superintendent of Plant Services. Such union executive members and representatives together with steward representatives referred to in Article 4.09 hereof shall be responsible for the administration of this agreement.

4.05 The Union undertakes to secure from its officers, committee members, and members, their co-operation with the Board and with all persons representing the Board in any supervisory capacity.

4.06 It is understood that the steward representatives and committee members as well as other employees, must perform their regular duties; however, steward representatives or committee members and/or officers, with the approval of their immediate supervisor, will be permitted, during working hours, without loss of pay, to leave their regular duties for a reasonable length of time for the purpose of conferring with the representatives of the Board and settling grievances in accordance with the grievance procedure provided in this agreement, and such approval shall not be unreasonably withheld. In the event the immediate supervisor believes that time off work is being abused, the Supervisor shall refer the matter to the Board and it may be taken up as a Board Grievance under Article 7.02.

4.07 Members of the Union's negotiating committee shall be paid at their regular straight time rate of pay for their regularly scheduled work time spent with officials of the Board for purposes of amending or renewing the Agreement up to and including, but not beyond the stage of conciliation officer, provided, however, that such committee members will not be compensated for time spent prior to or beyond their regular working hours.

4.8 Upon request, up to seven members of the Union's Negotiating Committee shall be permitted leave of absence without pay to prepare for the commencement of formal contract negotiations with the Board. The total number of days of unpaid leave under this Article shall not exceed twenty-one (21) days during the lifetime of this Agreement and no member shall be absent for more than three (3) days for this purpose. The Union shall give the Board a minimum of ten (10) days advance notice of any such request. Leave of Absence under this Article shall be restricted to the three month period immediately preceding the expiry date of the Collective Agreement. Leave under this clause shall be exclusive of the Union Leave granted under Article 13.01 (b).

4.8 The Board acknowledges the right of the Union to appoint or select fifteen (15) steward representatives.

4.10 The Union may have the service of a C.U.P.E. Staff Representative, counsel, or adviser at any meeting with a representative of the Board during negotiations pertaining to renewal or amendment of the collective bargaining agreement. A Union representative may be present at Step No. 2 of the grievance procedure.

4.11 All correspondence between the parties shall pass to or from the appropriate manager of

the Board and the Recording Secretary for the Union.

4.12 The Staff Relations Committee shall be comprised of the following officials from the Board: Director of Education and Secretary to the Board, Superintendent of Plant, Manager of Human Resources, Manager of Caretaking Services, one (1) Superintendent of Education, one (1) Trustee, one (1) Elementary Principal representative, one (1) Secondary Principal representative, one (1) Area Supervisor and one (1) Maintenance Supervisor. The Union shall be allowed five (5) members. The Staff Relations Committee shall meet at least four (4) times years and at such times that may mutually be agreed upon to discuss problems (health and safety, welfare, benefits, etc.) and interpretations of rules and such other matters as they deem necessary. This committee is not designed to by-pass or eliminate any of the rights of grievance as granted under this Agreement or any of the rights of the Board, but to provide another avenue for mutual discussion of problems which may arise in the operations of the school.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.1 During the life of this agreement, the Union agrees that there shall be no strike, slow-down or stoppage of work and the Board agrees there shall be no lockout.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 In Article 6, “working day” means a day other than Saturday, Sunday or a recognized holiday.

6.02 Grievances must be initiated in writing at the designated step of the grievance procedure within ten (10) working days of the date upon which the grieving employee should have reasonably become aware of the alleged violation of the Agreement.

6.03 The parties to this Agreement agree that it is of importance to adjust complaints as quickly as possible. Employees with a complaint, shall first discuss this matter with their immediate supervisor. If the complaint is not then satisfactorily adjusted, the grievance procedure outlined below may be followed by the Union:

STEP NO. 1

The grievance shall be presented in writing to the Manager, Human Resources or designate within fifteen (15) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. The written grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated, and shall be signed by the grievor and countersigned by the representatives of the Union. The Manager, Human Resources or designate shall inform the Union of the name of the official designated to hear the grievance at a meeting, no lather than ten (10) days after receipt of the written grievance. A representative of the Union shall accompany the grievor to see the official designated to hear the grievance. The designated official shall give the grievor a written decision no later than ten (10) days after the aforementioned meeting. If the decision is not satisfactory to the grievor, then the next step must be taken within ten (10) days of the receipt of the written decision but not thereafter.

STEP NO. 2

At this step the written grievance shall be presented to the Manager of Human Resources or designate within the aforesaid ten (10) days of receipt of the written decision at Step No. 1, but not thereafter. A meeting will be held between the Grievance Committee together with the grievor, and the Superintendent of Plant Services. The Superintendent of Plant Services shall give a written decision to the representative of the Union within ten (10) days of such meeting. If the

written decision is not satisfactory to the representative of the Union, then the next step must be taken within ten (10) days of receipt of the written decision, but not thereafter.

STEP NO. 3

If a settlement is not reached at Step 2, upon notice of the party initiating the grievance, it may be referred to arbitration as hereinafter provided. The notice for arbitration must be made in writing by the party initiating the grievance within fifteen (15) working days after the decision of the other party is communicated to it.

Grievance Mediation

6.4 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.

6.05 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

6.06 The time limits in Articles 6, 7, 8 and 9 shall be observed by both parties hereto except where an extension or limitation of such time limits is mutually agreed upon in writing.

6.07 All decisions arrived at between the Board and the Union with respect to any grievance shall be final and binding upon the Board and the Union and the employee or employees concerned.

6.8 Permission for the grievor and the grievor's steward to leave their work without loss of basic pay to take part in the processing of a grievance is granted under the following conditions:

- (a) It shall only apply to time spent processing grievances in Steps 1 and 2 of Article 6, or Article 9, and time spent attending on an arbitration pursuant to Article 8.
- (b) All time shall be devoted to the prompt handling of grievances.
- (c) The steward and grievor concerned shall obtain the permission of the appropriate supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
- (d) All time away from work shall be properly reported.
- (e) Should the nature of a grievance require a steward to visit the work area of an aggrieved employee, permission of the immediate supervisor must be requested. A time mutually satisfactory to the Board and the Union shall be set for such visit. In the event the immediate supervisor believes that time off work is being abused, the matter shall be referred to the Board and it may be taken up as a Board Grievance under Article 7.02.

6.09 Either party may have the assistance of employees or other persons not exceeding three (3) in number, as witnesses at any step in the grievance procedure. Any time spent by the employee at such meeting or hearing shall be paid for by the Board at the employee's regular straight time rate of pay exclusive of any premiums. The Board will attempt, whenever practical, to schedule meetings under Articles 6, 7 and 8, during employees' regularly scheduled working hours, however, from time to time it may be necessary to schedule meetings outside of employees' regularly scheduled working hours.

6.10 The aggrieved employee may, at the employee's option or at the request of the Board or of the Union Grievance Committee, be present during the presentation of the case of the foregoing grievance procedure.

ARTICLE 7 - UNION POLICY GRIEVANCE, BOARD GRIEVANCE, GROUP GRIEVANCE

Union Policy Grievance

7.1 A Union policy grievance shall be submitted to the Board in writing by being delivered to the Manager of Human Resources of the Board or the Manager's designate within ten (10) working days from the time the circumstances upon which the grievance is based were known or should reasonably have been known by the Union. A meeting will be held between the Union Grievance Committee and the Superintendent of Plant Services and shall be held within ten (10) working days of the presentation of the written grievance. Such grievance shall take place within five (5) working days of such meeting. If the decision is not satisfactory to the Union, the grievance may be submitted to arbitration within fifteen (15) working days of the Union's receipt of such written decision and the arbitration sections of this Agreement shall be followed. It is expressly understood that the provision of Article 7 shall be used by the Union to by-pass Article 6 by instituting a grievance directly affecting an employee or employees which such employee or employees could themselves institute. However, the Chief Steward or designate will be permitted to file an employee's grievance where it is physically impossible for the employee to file an employee's grievance where it is physically impossible for the employee to do so, for example, in a case where an employee is confined to jail or hospital.

Board Grievance

7.02 A Board Grievance may be submitted to the Union in writing within ten (10) working days from the time the circumstances upon which the grievance is based were known or should have been known by the Board. A meeting between the Union Grievance Committee and Board representatives shall be held within ten (10) working days of the presentation of the written grievance and shall take place within the framework of Step 2 of Article 6.03. The Union shall give its written decision within five (5) working days of such meeting.

If the Union's decision is not satisfactory to the Board, the grievance may be submitted to arbitration within fifteen (15) working days of the Board's receipt of such written decision and the arbitration sections of this Agreement shall be followed.

Group Grievance

7.03 A group grievance shall be one arising out of the same set of circumstances or the same management decision and shall be signed by all grieving employees in the group and shall be processed through Article 6 commencing at Step 1.

7.04 The Union shall be allowed to have one grievor from among the group of grievors and the Chairperson of the Union Grievance Committee attend any meeting with Board representatives at the presentation of a Group Grievance at Step 1, 2 or 3 of the Grievance Procedure.

ARTICLE 8 - ARBITRATION

8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all steps of the grievance procedure outlined in Article 6, Article 7 or Article 9, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

8.02 The Board of Arbitration will be composed of one person appointed by the Board, one person appointed by the Union and a third person to act as Chairperson and chosen by the other two members of the Board of Arbitration.

8.03 Within five (5) working days of the request by either party for a Board of Arbitration, each party shall notify the other of the name of its appointee.

8.04 Should the nominees of the parties fail to agree on a third person within seven (7) calendar days of the notification mentioned in 8.03 above, the Minister of Labour of the Province of Ontario will be asked to appoint a chairperson.

8.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be in accordance with the provisions of Section 49 (2) of the Ontario Labour Relations Act, i.e.:

"The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it." However, if there is no majority decision, the decision of the Chairman shall govern.

8.6 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

8.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expense, if any, of the Chairperson.

8.08 In determining any grievance arising out of discharge, the Board of Arbitration may dispose of the claim by affirming the Board of Education's action and dismissing the grievance or by setting aside the discharge involved and restoring the grievor to the grievor's former position with or without compensation or in such manner as may, in the opinion of the Board of Arbitration, be justified.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

9.01 If the employee is to receive a derogatory notation or disciplinary action, which is to be placed on the employee's record, the employee shall have the right to have a Steward present at any disciplinary meeting with supervisory personnel. Each employee must be provided in writing with all notations of derogatory or disciplinary action which are to be placed on the employee's records. Unless such notation is made in writing to the employee, the Board will not use such incident as part of the employee's past record to justify a later disciplinary action. Such notice must be given to the employee within ten (10) working days of the discovery of the occurrence giving rise to the action. The Recording Secretary shall be notified by mail when an employee has been disciplined or received a derogatory notation. Where an employee is to be suspended, the Board will inform the employee concerned of the right to have a Steward or the Chief Steward present. In the event an employee who has attained seniority is suspended, and the employee feels that the suspension is unjustified, the case may be taken up as a grievance. Such grievance must begin at Step 2 and must be submitted in writing to the Manager, Human Resources within five (5) working days of the notice of suspension.

NOTE: The Board will attempt, whenever practical, to schedule discipline meetings during employees' regularly scheduled working hours, however, from time to time it may be necessary to schedule meetings outside of employees' regularly scheduled working hours. Any time spent by the employee at such meeting shall be paid for by the Board at the employee's regular straight time rate of pay, exclusive of any premiums.

9.02 In the event an employee who has attained seniority is discharged from employment and the employee feels that the discharge is unjust, the case may be taken up as a grievance. Such grievance shall begin at Step 2 and shall be submitted in writing to the Manager, Human Resources within five (5) working days of the discharge.

- 9.03 When an employee is to be discharged the employee shall:
- (a) be so advised by a senior member of management,
 - (b) be advised of the time and place of the termination meeting,
 - (c) be given the opportunity to have the Chief Steward present,
 - (d) be given the reasons for the discharge at such termination meeting.

9.04 Upon request of the employee, a written warning or other disciplinary action shall be removed from an employee's personnel record after eighteen (18) months providing the personnel record has been free of any written warning or other disciplinary action during the intervening period.

ARTICLE 10 – HEALTH AND SAFETY

10.01 The Board and the Union agree to abide by the Occupational Health and Safety Act R.S.O. 1990, c. O.I. as amended by S.O. 1992, c. 14, s.2.

10.02 The Board agrees to continue to make every reasonable effort to provide healthy and safe conditions of work for its employees. The Union agrees to assist the Board in maintaining proper observation of all health and safety rules.

10.03 It is agreed that C.U.P.E., Local 4153 will have three (3) certified representatives participate on the Board's Joint Health and Safety Committee.

10.04 C.U.P.E. Local 4153 will perform inspections of Board facilities as per the terms of reference of the Joint Health and Safety Committee. When an inspection of a Board facility has not included a certified C.U.P.E. Local 4153 representative from the Joint Health and Safety Committee, a representative as noted in Article 10.03 above, will have the option of performing a second (2nd) inspection in the high risk areas such as boiler rooms, mechanical/fan rooms, slop sink areas and storage rooms/areas.

10.05 It is the responsibility of the employee to report to the employee's immediate supervisor any equipment or process which in the opinion of the employee is unsafe or hazardous or any condition which is unhealthy. If any difference of opinion exists between the employee and the immediate supervisor as to the safety or hazardous condition of the equipment, the employee may refer the matter to a union member of the Joint Health and Safety Committee who shall contact the Board's Health and Safety Officer. The Health and Safety Officer, shall ensure that all necessary safety precautions are taken.

Safety Equipment

10.6 Maintenance employees shall be reimbursed one hundred per cent (100%) of the purchase of a replacement pair of safety shoes (CSA approved) to a maximum of \$200.00 per person per calendar year. Other employees shall be reimbursed one hundred per cent (100%) of the purchase of a replacement pair of safety shoes (CSA approved) to a maximum of \$100.00 per person per calendar year and when deemed necessary by the Area Supervisor.

The following equipment is available and is kept in the tool crib of the Repair Department:

rainwear	leather gloves
rubber boots	aprons
hard hats	leather arm guards
safety goggles	face masks
coveralls	

10.07 The Board will continue its past practice with respect to the replacement of parkas for maintenance employees.

Safety Instruction on New Equipment

10.08 No employee shall be required to operate any newly introduced Board approved equipment until the employee has received training or instruction on the operation of that equipment.

10.09 Upon request of the Recording Secretary, the Board will advise the Recording Secretary of the names of those employees who are absent as a result of lost time injuries related to WSIB.

ARTICLE 11 - SENIORITY

11.01 (a) Seniority shall be defined as the length of service in the bargaining unit as recognized by the terms of this Agreement. If an employee is re-hired after a break in service under Article 11.04, previous seniority standing shall be lost and seniority shall accumulate effective from the date of re-employment. Seniority shall be a factor in determining promotion, vacation, layoff and recall as set out in the other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.

(b) The Board shall maintain a seniority list showing each employee's length of recognized service in the bargaining unit. The seniority list shall show whether the person is a regular employee or a casual employee. An up-to-date seniority list shall be sent to the Union and be posted in February of each year on bulletin boards in buildings where bargaining unit employees normally work.

11.02 An employee will be considered on probation and will not be placed on the seniority list until the employee has completed sixty (60) days of active service. It is agreed that during the probationary period, the employee shall be evaluated on his/her performance, and be made aware of areas of strengths and weaknesses. The evaluation process shall commence no later than one month following date of hire, and shall continue at least once per month until the probationary period is completed. After the completion of the probationary period, the employee's seniority date will be dated back sixty (60) working days. The Board may extend the probationary period of an employee with the consent of the Union. Any extension of the probationary period must be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

11.03 An employee shall continue to accumulate seniority under the following conditions:

- (a) during an absence due to illness or accident for up to 2 years (24 months),
- (b) while on Worker's Safety Insurance Board (WSIB),
- (c) while on leave of absence granted by the Board, other than statutory pregnancy/parental leave,
- (d) while on statutory pregnancy/parental leave granted by the Board to a maximum of 52 weeks,
- (e) while working scheduled time.

11.04 An employee shall lose seniority standing under the following conditions, if the employee:

- (a) leaves the employ of the Board,
- (b) is discharged and such discharge is not reversed through the grievance procedure,
- (c) fails, after a layoff, to return to work within ten (10) working days after the Board has given notice of recall by registered mail unless an extension is granted, due to an emergency or other pressing reasons, by the Board or its authorized officials,
- (d) is laid off by the Board in excess of thirty (30) months,
- (e) is absent from work without a bona fide reason, or

- (f) fails to return to work promptly after the expiration of any leave granted, without a bona fide reason.
- (g) is absent in excess of 2 years (24 months).

ARTICLE 12 - JOB POSTING

- 12.01 (a) "Promotion" shall mean a transfer to a position at a higher pay grade, or an increase in hours within the bargaining unit.
- (b) "Lateral Transfer" shall mean a transfer to a position at the same pay grade and the same number of weekly and annual hours within the bargaining unit.
- (c) "Demotion" shall mean a transfer to a position at a lower pay grade within the bargaining unit.
- (d) "Request for Transfer" shall mean a transfer requested by an employee to another position at the same or lower pay grade and the same or lesser number of weekly hours. Approval of the transfer request shall be subject to the mutual consent of the Board and the Union. Such approval shall not be unreasonably withheld.
- (e) "Vacancy" means a position within the bargaining unit not yet filled through the job posting or transfer procedure.
- (f) The Board shall notify the Union Office in writing of all Job Postings and Successful Candidates in a timely fashion.
- (g) When a candidate, who has submitted an application for a particular posting, is contacted by Human Resources the decision to accept or decline the position is final and binding at the time of the contact.
- (h) A position shall be declared vacant if the incumbent has been absent in excess of twenty-four (24) months due to illness or disability.
- (i) Wherever used in the agreement, the word "qualified" shall mean satisfying the job requirements as established by the Board in accordance with Article 21.04. These qualifications shall reflect the requirement of the position.
- (i) An employee will be eligible to apply for a posting provided the person will be qualified for the position by the time it becomes vacant.
- 12.02 (a) The Board shall endeavour, in case of chronic illness or incapacity certified by a medical doctor, to transfer such employee to a bargaining unit job which the employee is able to perform. The employee on transfer shall be paid the rate of the assignment.
- (b) The Board shall notify the Recording Secretary of the Union in writing prior to transferring any employee under 12.02 (a).
- 12.03 (a) When a vacancy occurs, it shall be posted for a period of five (5) working days on bulletin boards in each of the Board's buildings in which bargaining unit employees regularly work.
- (b) All postings shall include the classification of the position, the skills, knowledge and qualifications required to perform the job plus the hours of work and the location of the position.
- (c) Employees desirous of applying for a posted vacancy shall make written

application upon a form to be supplied by the Board and addressed to the Human Resources Department. No application need be considered unless received by the Board within seven (7) working days from the date upon which the vacancy was originally posted. "Working day" shall be defined in Article 6.01 hereof.

(d) On or before the 12th working day after the posting was first bulletined, the Board will select the successful candidate. The senior applicant will be declared successful provided the applicant has the necessary qualifications to perform the work required.

(e) Subsequent vacancies resulting from filling a preceding vacancy shall be posted within seven (7) working days following the preceding the filling of the initial vacancy.

(f) If there are no applicants to a job posting, the position shall be posted a second time and reference will be made on the posting that it is a re-posted position. For the re-posted position 12.03 (g) shall not disqualify an employee from posting. However, once an employee is successful at the re-posted position then 12.03 (g) is enacted. If, after the second posting there are still no qualified applicants, then the most junior employee, in terms of seniority (in the next lowest job classification) with the qualifications to do the work shall be appointed. For a Head Caretaker position the next lowest job classification will be that of a Caretaker. For a Caretaker position the next lowest job classification will be that of an Assistant Caretaker. For an Assistant Caretaker position the least senior Casual will be appointed to the position.

(g) An employee who has been the successful applicant in a job posting shall not post again for a period of six (6) months, unless it is a promotion or an increase in the hours of work.

(h) The Board reserves the right to administratively transfer members of C.U.P.E., Local 4153 for the following reasons:

- (i) personality conflicts between members of the bargaining unit
- (ii) training needs
- (iii) replacement coverage
- (iv) No employee shall be administratively transferred until and unless there is a vacant position of equivalent hours of work and wage rate available to facilitate such a transfer.
- (v) In the case of conflict with members outside the bargaining unit, the Board and the Union shall meet to attempt to resolve the conflict.

Notes:

1. *Every effort will be made to resolve the existing conflict between the bargaining unit members.*
2. *When a conflict arises between two (2) or more CUPE members, Management and the Union agree to initiate a series of up to three (3) meetings with those members in an attempt to resolve the conflict. There will be a maximum of three (3) representatives from Management and three (3) from the Union at these meetings.*
3. *When it becomes necessary to effect an administrative transfer under (a) above, in order to facilitate the transfer the Board will utilize vacancies and refer to Transfer Requests on file with the Manager, Caretaking Services. Should no vacancy exist, the member being transferred will be temporarily assigned to a secondary school on the equivalent shift and/or be used as replacement coverage.*
4. *In the event that the employee believes the administrative transfer in (a) above is unjust, the employee may submit a grievance. Such grievance shall begin at Step 2 of the Grievance Procedure.*

12.4 In administering to the procedures of Article 12 the Board shall endeavour to:

- (a) Post a vacant position within five (5) working days following the vacancy.
- (b) Fill a vacancy within five (5) working days of the selection of the successful applicant. It is recognized that the above procedures will not necessarily apply in the months of July and August.

12.05 An employee appointed pursuant to Articles 12.03 (g) shall have no recourse to grieve such appointment.

12.06 A vacancy shall be deemed not to exist where the job opening results from an employee's absence, illness, injury, or leave of absence, unless it is evident that the absent employee will not be returning to work within twenty-four (24) months.

12.07 (a) An employee who desires a transfer to a different location shall register with the Caretaking Services department or in the case of Maintenance employees, with the Maintenance Department, on the Request for Transfer form furnished by the Board, naming the location and the number of hours desired. If an employee is transferred in compliance with a request for transfer, any remaining requests for transfer shall become null and void. An employee may cancel any such Request for Transfer at any time. An employee will be deemed not available for transfer during any absence expected to be of a duration of one month or more.

(b) An employee who has been granted a request for a lateral transfer shall not be eligible to request another lateral transfer for a period of six (6) months.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 (a) Upon written request of an employee, which is submitted at least four (4) weeks prior to the start of the leave, the Board may consider a leave of absence without pay up to a period of one (1) year. In emergency situations (as determined by the Board), the four (4) weeks notice period may be waived. Such waiver will not be unreasonably withheld.

(b) Leave of absence without pay and without loss of seniority will be granted to employees, not to exceed five (5) at one time and a total of two hundred (200) work days per contract year, who have been selected or appointed to represent the Union at conventions, conferences or on Union business which is specifically related to C.U.P.E., Local 4153, provided the Union reimburses the Board for any overtime premium cost required for employees who fill in on those days. The Union shall provide the Board with a minimum of ten days prior notice of such leave. In the event of an emergency, the Union shall give the Board as much notice as possible.

(c) Upon written notification, an employee shall be granted a leave of absence, up to one (1) year, to work for the Canadian Union of Public Employees. Such leave shall be without pay or benefits, however, seniority will continue to accrue. The Board may consider an additional year's leave and the granting of such additional year's leave will not be unreasonably withheld. In accordance with Article 19.03, an employee may continue benefit coverage during the period of leave, by paying the full cost of the premiums in advance; otherwise the employee benefit coverage will be cancelled for the duration of the leave.

Statutory Pregnancy Leave

13.02 (a) Upon application, in writing, an employee who is pregnant and who is employed by the Board immediately preceding the estimated day of delivery, shall be entitled to a leave of absence without pay of at least seventeen (17 weeks).

(b) The Board shall not terminate the employment of or lay-off any employee who has been granted a leave of absence under this article.

- (c)
 - (i) An employee may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
 - (ii) The employee shall give the Board at least two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.
 - (d)
 - (i) An employee who suffers a pregnancy related illness prior to the period of statutory leave and who furnishes the Board with a certificate from a legally qualified medical practitioner shall qualify for sick leave during the illness. The employee will not be required to use pregnancy leave unless the employee so elects.
 - (ii) In the case of an employee who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than when the employee expected to give birth, subsection (c) (ii) will not apply. The procedure will be as indicated in (e) which follows:
 - (e) Within two (2) weeks of stopping work an employee described in sub-section (d) (ii) above must give the Board:
 - (i) written notice of the date the pregnancy leave began or is to begin; and
 - (ii) a certificate from a legally qualified medical practitioner stating that:
 - (1) in the case of an employee who stops working because of complications caused by the pregnancy, states the employee is unable to perform the employee's duties because of complications caused by the pregnancy and states the expected birth date, or
 - (2) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.
 - (f) The pregnancy leave ends:
 - (i) the later of - six (6) weeks after birth, still-birth or miscarriage, seventeen (17) weeks after the leave began
 - OR
 - (ii) at an earlier date if the employee gives the Board four (4) weeks written notice of the date.
 - (g) The Board shall continue to contribute its share towards the premium cost of the employee's benefits - Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory pregnancy leave up to a maximum of seventeen (17) weeks unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions.
 - (h) An employee granted a statutory pregnancy leave of absence on and after the ratification date of this Agreement shall be compensated by the Board under an EI approved supplementary benefit plan for the two (2) weeks waiting period, provided the employee:
 - (a) is eligible for pregnancy leave benefits under EI;
 - (b) makes a claim to the Board on a form to be provided indicating the weekly amount payable to EI.

No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the employee's normal employment period (i.e. July and August if 10 month employment). This plan shall be subject to approval of EI.

Statutory Parental Leave

- 13.03 (a) For the purposes of this clause parent shall be defined as one of the following:
- (i) natural father or mother
 - (ii) adoptive father or mother
 - (iii) any person in a relationship of some permanence with the parent or child.
- (b) Upon application in writing, an employee of the Board who is a parent of a child is entitled to a leave of absence without pay following:
- (i) the birth of the child;
 - (ii) the coming of the child into custody care and control of a parent for the first time.
- (c) The Board shall not terminate the employment of or lay-off any employee who has been granted a leave of absence under this article.
- (d) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of the parent for the first time.
- (e) For persons not covered under (d) Parental Leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (f) The employee shall give the Board at least two (2) weeks written notice of the date the leave is to begin.
- (g) If an employee wishes to change the date when a Parental Leave is scheduled to begin the employee must give written notice:
- (i) two weeks before the starting date if the leave is to begin sooner than indicated; or
 - (ii) two weeks before the leave was to start if the leave is to begin later than indicated.
- (h) If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.
- (i) The Parental Leave ends:
- (i) 35 weeks after it begins; or
 - (ii) at an earlier date if the employee gives the Board at least four (4) weeks written notice before the earlier date; or
 - (iii) at a later date if the employee gives the Board at least four (4) weeks written notice before the date the leave was to end.
- (j) The Board shall continue to contribute its share towards the premium cost of the employee benefits - Semi-Private Hospital Care, Extended Health, Dental and Group Life Insurance during the period of statutory Parental Leave up to a maximum of (35) weeks unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions.
- (k) An employee granted a statutory pregnancy leave of absence on and after the ratification date of this Agreement shall be compensated by the Board under an EI approved supplementary benefit plan for the two (2) weeks waiting period, provided the employee:
- (i) has not already received the two (2) week waiting period under the Statutory Pregnancy Leave
 - (ii) is eligible for pregnancy leave benefits under EI;

- (iv) makes a claim to the Board on a form to be provided indicating the weekly amount payable to EI.

No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the employee's normal employment period (i.e. July and August if 10 month employment). This plan shall be subject to approval of EI.

Paternal Leave

13.4 Effective September 1, 2001, for absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon written request, a leave of absence for a period not exceeding two (2) days. This leave shall be granted on the following days: the day of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the employee's sick leave credit account.

ARTICLE 14 – WAGES

14.01 The Board will pay employees in accordance with the salary schedule in Appendix “B” of this Agreement. Pay day shall be every other Thursday.

14.02 In the event that an employee is temporarily assigned to another job or category of work, the employee shall receive the employee's own rate of pay or the minimum rate of the assignment to which the employee is transferred, whichever is the higher.

14.3 Notwithstanding 14.02, a head caretaker assigned scheduled overtime at a lower classified school shall be paid at the lesser rate.

14.04 An employee who receives a “call-back” after leaving the premises of the Board to perform work in an emergency outside the employee's regularly scheduled hours shall be paid for a minimum of three (3) hours at the appropriate overtime rate. An emergency shall mean any situation that arises in the operation of the school system that could cause bodily harm or property damage or result from abnormal conditions.

14.5 Rates of pay for new job classifications and jobs as set out in Appendix “B”, where there has been a major change in the content thereof will be negotiated between the parties. Negotiated rates of pay will be effective as of the date of institution of the new classification or revisions to the present job.

In the event that the Board combines job classifications and an employee feels that the employee is unable to perform the duties of the job because of medical conditions, the matter shall be referred to the Human Resources Department, where the Board's Accommodation Policy will be administered.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 Shift Schedules for employees shall be in accordance with Appendix “A”.

15.02 Overtime at the rate of time and one-half (1-1/2) the employee's regular straight time rate of pay will be paid for work performed:

- (a) in excess of eight (8) straight time hours worked on any day;
- (b) in excess of forty (40) straight time hours worked per week;
- (c) on a Saturday when the employee is not scheduled to work as part of a regularly scheduled work week;
- (d) on a recognized paid holiday when the employee is regularly scheduled to work, plus any holiday pay or a day in lieu to which the employee is entitled pursuant to Article 17 hereof. "Regularly scheduled to work" means on a day which the employee would otherwise have been

- (e) scheduled to work had the day not been a recognized holiday.
- (f) on regularly scheduled checks on a Saturday or Sunday;
- (f) on the first day worked after a caretaking or maintenance employee has completed the employee's regular work week and is then required to change the employee's regular work week without receiving two consecutive days off.

15.03 Overtime at the rate of two (2) times the employee's regular straight time rate of pay will be paid for work performed:

- (a) on a Sunday when the employee is not scheduled to work as part of a regularly scheduled work week,
- (b) on a recognized paid holiday when the employee is not regularly scheduled to work, with a guaranteed minimum of three (3) hours at double time, plus holiday pay. All hours worked in excess of the guaranteed minimum shall be paid at double time.

15.4 (a) "Stand-by" refers to an employee who by the nature of the duties is required to be available during the employee's normal time off, should the employee's services be required.

(b) An employee shall be paid four (4) hours at the employee's regular rate of pay for each day required to stand-by, and be paid for call back from stand-by at the prevailing overtime rate for the hours worked with a minimum of two (2) hours work or pay in lieu thereof at the aforesaid rate. Any two (2) or more calls out within a two (2) hour period shall all be considered part of one call out.

(c) When overtime is scheduled in a school due to rentals, it shall be offered as follows:

Elementary

All employees within the school shall be placed on a rotational wheel according to seniority.

Secondary

- (i) Eligible employees must be qualified as per the terms of Section 1 of Appendix "F"
- (ii) All eligible employees shall be placed on a rotational wheel in order of seniority.

For Rentals

For all rentals in a Secondary School there shall be a minimum of one (1) qualified employee on site. Employees will be placed on the wheel in order of seniority and each September the Board will reassess the order for the new school year. An employee will be offered the overtime scheduled when their turn occurs on the wheel. If an employee voluntarily selects to not perform the overtime when their turn on the wheel occurs, they shall be placed at the bottom of the wheel. There is no trading of rotational order. If an employee is absent the day of or the day prior to the scheduled overtime, they shall lose their turn and be placed at the bottom of the wheel. If the school receives a late permit or when another employee is absent, the next person on the wheel shall not lose their turn on the wheel if they are unable to do the scheduled overtime.

Note: A turn on the rotational wheel shall not exceed, at any time, one calendar day of a given permit.

Maintenance

Those employees requesting to be considered for overtime shall register with the Supervisor of Maintenance. Overtime shall be distributed equitably by trade to

members on the register.

15.05 (a) **Caretaking and Maintenance**

All employees will receive a fifteen (15) minute rest period during each half of the normal work shift and after any subsequent three (3) hours of work.

(b) **Cooking Employees**

All employees will receive a fifteen (15) minute rest period after any three (3) consecutive hours of work.

15.6 (a) The Board shall pay a shift premium of for afternoon shift to caretaking staff of fifty (50) cents per hour for night shift where the bulk of the employee's shift hours falls between 2:30 p.m. and 7:00 a.m. Where a member of the caretaking staff voluntarily elects to work a split shift, the shift premium will only apply to those hours applicable to the afternoon shift.

(b) For Sunday work which is part of an employee's regular work schedule, other than checks, a premium of fifty (50) cents per hour shall be paid to caretaking staff for each hour worked on a Sunday.

(c) In no case shall there be a duplication, pyramiding or compounding of daily and weekly overtime premiums or any other premium compensation.

ARTICLE 16 – LUNCHROOM SUPERVISION

16.01 Custodial staff are not responsible for the supervision of students during the lunch period nor are they required to supervise the students with the clean-up of the lunchroom(s).

ARTICLE 17 – VACATIONS WITH PAY

17.01 (a) Effective the 2001-2002 vacation year, the following vacations with pay shall be granted to all regular full-time and part-time employees of the Board covered by this Agreement in accordance with the following:

Less than one (1) year	one day for each full month of service or major portion thereof (maximum of two weeks vacation)
One (1) year or more of service but less than eight (8) years of service prior to September 1 st in any year	three weeks vacation
Eight (8) years of service or more but less than seventeen (17) years of service prior to September 1 st in any year	four weeks vacation
Seventeen (17) years of service or more but less than twenty-four (24) years of service prior to September 1 st in any year	five weeks vacation

Twenty-four (24) years of service or
more prior to September 1st in any year six weeks vacation

(b) A part-time employee shall receive vacation pay based on the number of hours normally worked, multiplied by the employee's base rate of pay.

(c) The vacation year for all employees shall be September 1st to August 31st.

(d) Vacations will normally be taken during the summer months, however, employees will not be permitted to take vacation during the week prior to the opening of school.

- (e) (i) Ten (10) month Cooks shall take their vacation time during regular school break periods.
- (ii) A ten (10) month Cook shall have their vacation entitlement pro rated to ten-twelfths of the vacation entitlement earned as of August 31st.
- (iii) If the Member has sufficient vacation entitlement combined with recognized paid holidays, the Member shall receive the normal rate of pay in accordance with the following:
 - (1) Two (2) weeks' pay during the Christmas Break which will consist of a combination of vacation entitlement and recognized paid holidays.
 - (2) One (1) week's pay during the March break which will consist of a combination of vacation entitlement and recognized paid holidays.
 - (3) Payment for the Christmas and March Break periods will be made on the regularly scheduled pay coinciding with or next following the break periods.
 - (4) No record of employment for E.I. purposes will be issued in December or March in lieu of the vacation period.
 - (5) Cooks shall receive the remainder of their vacation entitlement in a lump sum payment on the last regular pay at the end of the school year.

17.2 If any employee who is entitled to vacation pay should quit, be discharged, or whose employment is otherwise terminated, the employee shall be paid, on a prorated basis, vacation pay in accordance with Article 17.01. In the event of death, vacation pay shall be paid to the estate of the deceased employee.

17.03 (a) In order that some employees may be permitted to take up to two (2) weeks of their vacation at a time other than July and August, the Board agrees to permit up to twenty-five (25) caretaking employees and up to forty (40) assistant caretaking employees during the three (3) months of January, February, and March (exclusive of the March Break), up to twenty-five (25) caretaking employees and up to forty (40) assistant caretaking employees during the four

months of September, October, November and December to take up to two weeks vacation subject to the following:

- i) such request is made in writing on or before September 1st for the months of January, February and March, on or before December 1st for the months April, May and June and on or before May 1st for the months of September, October, November and December of the year for which the request applies, and
- ii) preference will be given to the most senior employees, and

- iii) provided the granting of such request does not interfere with the efficient operation of the Board's business, and
- iv) the employee to whom such period is granted shall not have the seniority preference set out in the foregoing paragraph (ii) for the next three (3) years.

(b) Upon approval, vacations for assistant caretaking and caretaking employees may be taken during the Christmas Break or the mid-winter break. Employees who are granted such vacation shall not have the seniority preference set out in clause 17.08(a)(ii) for the next three (3) years. Such vacation shall be limited to no more than one-third of the staff per work location.

(c) Vacations for regular members of the maintenance department may be taken, upon approval, during the period June 1st to October 31st of each year. Where the obligations of the Board permit, vacations for regular members of the maintenance department may be taken, upon approval of the department, at a time other than during the period June 1st to October 31st. Regulated substance staff are included in the vacation provisions for the Maintenance Department.

(d) Vacations will normally be taken in at least one week allotments. Where the obligations of the Board permit, employees may be allowed up to a maximum of one week of vacation in single days or in allotments of less than one week.

17.4 An employee who has been off the active pay-roll in excess of three (3) months during the vacation year shall have any vacation entitlement under Article 17 hereto prorated in accordance with the amount of time that the employee was on the active payroll during the vacation year.

17.5 Employees retiring with an immediate pension at any time in the vacation year, prior to using their vacation, shall be entitled to the same vacation or vacation pay which would have been earned if they had continued in employment to the end of the year.

ARTICLE 18 – RECOGNIZED PAID HOLIDAYS

18.01 (a) The following holidays shall be observed:

New Year's Day	Good Friday
Easter Monday	Victoria Day
July 1 st	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Remembrance Day (providing that such day is either recognized as a school holiday by the Ministry of Education and it occurs from Monday to Friday or the Board substitutes another school holiday for Remembrance Day).	

(b) When Remembrance Day falls on a Saturday or Sunday, it is not a recognized holiday and no holiday pay or lieu day shall be claimed by an employee. An employee who performs work on Remembrance Day which falls on a Saturday or Sunday shall be part of the employee's regular work schedule shall be paid overtime at the rate of time and one-half the employee's regular rate of pay.

18.2 In the event that any of the holidays in subsection 18.01 falls on a Saturday or Sunday, and the Board decides to observe the holiday on another date, the Board shall consult with the Union before a substitute holidays is selected by the Board.

18.3 In the event that a recognized holiday falls upon an employee's day off, such employee shall have a choice of an additional day's pay or an additional day off with pay in lieu of the holiday at a time mutually satisfactory to the Board and the employee concerned. Any lieu day to which the employee is entitled hereunder must be taken with twelve (12) months following the holiday in respect of which the lieu day accrues, and failure to do so shall result in forfeiture of the lieu day or days accrued.

18.4 In the event a recognized holiday referred to in this agreement falls within an employee's vacation period, the employee will receive a choice of an additional day off with pay either at the commencement or end of the designated vacation.

18.5 An employee who is on leave of absence without pay or off the active pay-roll when the recognized holiday falls shall not be entitled to holiday pay or a day off in lieu.

18.6 The half (1/2) day prior to Christmas Day and the half (1/2) day prior to New Year's Day will be recognized holidays.

ARTICLE 19 - EMPLOYEE BENEFITS

19.01 (a) The Board agrees to continue the respective benefit plans (former Hamilton Board of Education and former Wentworth Board of Education) for all members of the bargaining unit from date of ratification until August 31, 1999.

(b) Effective September 1, 1999, the Board agrees to administer the plan for benefits set out below including the execution of appropriate payroll deductions for the employee's share in premiums for those employees who elect to participate in the coverages identified in Article 19.

19.02 (a) The Board shall contribute 100% of the premium cost for full-time employees of the following benefits:

- i) Health Levy
- ii) Semi-Private Hospital Care,
- iii) Effective the first day of the month following ratification, an Extended Health Plan with no deductible. Including Vision Care maximum reimbursement: Effective September 1, 1999, \$200.00 every two years; Effective September 1, 2000, \$250.00 every two years. Hearing Aids - up to \$500.00 every five years.

NOTE: Effective September 1, 1999, the dispensing fee will be capped at \$7.00 per prescription.

- iv) Effective September 1, 1999, the Board will contribute seventy-five per cent (75%) of the premium cost of employee benefits identified in Article 19.02 (a) for employees working 20 hours per week or less.
- v) Extended Health, Dental and Semi-Private Hospital Care Plans shall include children under twenty-five (25) years of age in full-time attendance at a school, college or university.

(b) Optional Dependent's Group Life Insurance

The Optional Dependent's Group Life Insurance will be increased for those employees who are presently covered to provide - \$20,000 - spouse; \$7,500 - each dependent child. The employee shall pay the full premium cost for such coverage.

(c) The Board may at any time substitute another carrier provided that the benefits conferred thereby are at least equivalent and the Union is given an opportunity to consider the proposed change before implementation.

(d) **Basic Group Life Insurance**

i) Effective September 1, 2001 The Basic Group Life Insurance Plan will provide life insurance in the amount of \$50,000. New employees must, as a condition of employment, become and remain a member of the Basic Group Life Insurance Plan. Coverage shall be effective the first of the month following completion of the employee's probationary period.

ii) **Optional Group Life Insurance**

An employee may elect optional group life insurance in multiples of \$10,000, to a combined maximum of (Basic plus Optional) of \$100,000. The employee shall pay the full premium cost for the amount of the Optional Group Life Insurance Plan through payroll deduction.

iii) An employee on the payroll effective first of the month following ratification will be enrolled automatically for the Optional Group Life Insurance, unless the Board receives a signed denial form from the employee.

iv) An employee hired after the ratification date must, in writing, subscribe and authorize pay-roll deduction for the Optional Group Life Insurance in order to be covered under the Optional Group Life Insurance Plan.

v) An employee on leave of absence must, in writing, subscribe for and authorize pay-roll deduction for Optional Group Life Insurance within 31 days of return to employment in order to be covered under the optional Group Life Insurance Plan.

vi) An employee not subscribing for the Optional Group Life Insurance within the time limits of (iii) and (v) above may apply for coverage at a later date by making written application authorizing appropriate pay-roll deduction and providing evidence of insurability satisfactory to the Insurance Company. The Optional Group Life Insurance will be effective on the first day of the month following approval of the evidence of insurability by the carrier.

vii) An employee may decide in writing at any time to cancel Optional Group Life Insurance. Such cancellation will be effective on the first day of the month following receipt by the Board of the request for cancellation.

viii) An employee must be actively at work on the effective date of his/her Optional Group Life Insurance. If an employee is not actively at work on the effective date, Optional Group Life Insurance will commence on the date the employee returns to work on a regular basis.

19.03 (a) An employee on a leave of absence without pay granted by the Board may continue employee benefit coverages under Article 19.02 during the period of leave by paying the full cost of the premium in advance; otherwise, the employee benefit coverages will be cancelled for the duration of the leave.

(b) If an employee is absent due to illness or disability and off the active payroll in excess of six months, then the employee shall be responsible for paying in advance the full cost of any premium for the coverage under Semi-Private Hospital Care, Extended Health, Group Life Insurance and Dental.

19.4 The Board's obligation hereunder shall be to pay its share of the premium cost of such eligible employee's insurance, provided however, that the Board's obligation hereunder in respect to its share of the premium cost of the Health Levy and Extended Health Plan shall exist only where the seniority employee is not otherwise covered by such employee's spouse's, parent's or other coverage in respect of medical or hospital insurance.

19.5 The E.I. Rebate shall, as in the past, accrue to the credit of the Board and shall be used to offset the cost of providing the benefits described in Article 19.

19.06 (a) Effective September 1, 1999, the Board shall contribute 100% of the premium cost for full time employees based on the current O.D.A. rate schedule minus one (1) year of the Dental Plan (covered services - Basic Services, Endodontics and Periodontal). The Board's premium contribution for an employee who works less than 40 hours per week shall be pro-rated in the same proportion that the employee's regular hours of work bears to 40 hours per week, with the employee contributing the remainder through pay-roll deduction. The plan shall reimburse a claimant 100% of the cost of the insured services of Basic Services and 75% of the cost of Endodontics and Periodontal based on the current O.D.A. rate schedule minus one (1) year. Newly hired employees shall be enrolled in the Plan effective the first of the month following completion of their probationary period. An employee who does not wish to be enrolled under the Plan shall sign a Waiver Form to be provided by the Board. An employee who waives dental coverage shall be permitted to enroll in coverage at a later date during the lifetime of the Agreement only during a 30 day open enrollment period on the anniversary date of the policy.

(b) Effective September 1, 1999 Orthodontic services will be implemented by the Board which provide a 50% reimbursement level (based on the current O.D.A. rate schedule minus one (1) year) with benefits limited to a lifetime maximum of \$2,000 per person. Coverage shall include the employee and each eligible dependent. The Board shall contribute 50% of the premium cost for orthodontic services and the employee will pay the remainder of the premium cost through pay-roll deduction.

(c) Effective September 1, 1999 major restorative benefits shall be implemented providing a 75% reimbursement level (based on the current O.D.A. rate schedule minus one (1) year) with benefits limited to \$2,000 per person per policy year. The Board shall contribute 50% of the premium cost for major restorative benefits and the employee will pay the remainder of the premium cost through pay-roll deduction. Coverage under orthodontic services and major restorative benefits shall be mandatory for all employees who are presently enrolled unless an employee elects in writing prior to the effective date of coverage not to be covered under the dental plan.

NOTE: Effective September 1, 1999, coverage for basic check-ups shall be increased from six (6) to nine (9) months.

19.7 (a) The compulsory retiring age for employees in the bargaining unit shall be sixty-five (65). In the year in which the age of sixty-five (65) is reached, that member of the bargaining unit shall retire on either:

- (i) June 30 or August 31 of that year if the member's birthday is before September 1, or
- (iii) June 30 or August 31 of the following year if the member's birthday is on or after September 1.

(b) Effective January 1, 2002, the compulsory retiring age for employees in the bargaining unit shall be sixty-five (65) years of age. An employee must retire at the end of the

month in which the employee reaches their sixty-fifth (65th) birthday.

The parties recognize that in accordance with the Regulations of O.M.E.R.S. Act an employee has the right to elect to retire at an earlier age than the compulsory date specified in Article 18.10 an employee can qualify for unreduced early pension (90 Factor) within 10 years of normal retirement age if the employee's age plus credited service in O.M.E.R.S. equals 90.

Retiree Benefits

19.08 (a) An employee who has attained at least the age of 55 and retires before the compulsory retiring age shall have the option of retaining coverage at the employee's own cost under the Dental, Semi-Private Hospital Care, and Extended Health Plans under the following conditions:

- i) The employee must elect to retain coverage within 31 days of retirement date; otherwise, coverage shall be cancelled.
- ii) If the employee withdraws from coverage at any time prior to age 65, the employee shall be ineligible to re-enroll in coverage.
- iii) Coverage shall remain in effect until age 65 if the employee so elects.
- iv) The employee shall pay in advance the full premium cost of the coverage; otherwise, the coverage shall be cancelled.
- v) The benefits under the Extended Health Plan for a retiree shall be limited to \$15,000 during the entire period of the member's coverage.

(b) All employees retiring on or after September 1, 2001, will be provided with the Retiree Benefit Package as outlined in 19.08 (a) above, however, the premium rates will be determined by the overall rate experience for this Retiree Groups.

(c) A member retiring on and after the first day of the month following date of ratification who has attained at least the age of fifty-five (55) and retires before the compulsory retiring age, shall have the option of retaining a \$50,000 life insurance policy until the age of sixty-five (65) (disability coverage not included). Such election must be made on or prior to retirement date. The member who so elects shall pay the full amount of the premiums, annually in advance, otherwise coverage shall be cancelled.

19.09 Spousal Benefits

Subject to the approval of the insurance carrier, the spouse of a deceased employee may have the option of retaining benefit coverage at the spouse's own cost under the Semi-Private Hospital Care, Extended Health and Dental Plans under the following conditions:

- (a) the spouse may elect to retain coverage within thirty-one (31) days of the date of death of the deceased employee.
- (b) coverage shall remain in effect for a maximum of two years from the date of death of the deceased employee. Coverage shall be cancelled the first day of the month following the spouse's 65th birthday or upon remarriage.
- (c) the spouse shall pay the Board in advance the full annual cost of the coverage; otherwise the coverage shall be cancelled.
- (d) if the spouse withdraws from coverage at any time, then the spouse will be ineligible to re-enroll in coverage.

19.10 The Parties agree to establish and maintain throughout the life of this Agreement an Employee Benefit Committee for the purpose of reviewing and making recommendations concerning the employee benefit package to Administration and/or the appropriate committee of the Board and/or the employees.

19.11 It is understood that the benefits provided under this Collective Agreement will not be less than those provided to city caretaking and maintenance staff prior to September 1, 1999.

ARTICLE 20 - BEREAVEMENT LEAVE

20.01 Bereavement Leave shall be granted to an employee in accordance with this Article.

20.02 For absence occasioned by the death of a spouse, son, daughter, mother, father, sister or brother of the employee or the employee's spouse, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding four (4) consecutive working days. Notwithstanding clause 20.05, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director or designate, where extended travel is required.

20.03 For absence occasioned by the death of other relatives of the employee or the employee's spouse's immediate family, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding three (3) consecutive working days. Notwithstanding clause 20.05, if the day of burial is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of burial. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Director or designate, where extended travel is required.

20.4 For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the Sick Leave Credit Account for a period not exceeding one (1) day for the purpose of attending the funeral.

20.05 The bereavement leave shall begin within seven (7) calendar days following the day of death.

20.06 The President or the President's designate will receive up to one (1) day off work without pay to attend the funeral of any member or retired member.

ARTICLE 21 - PERSONNEL FILES

21.01 Each employee shall have access to his/her personnel file retained by the Board and located in the Human Resources Department of the Board.

21.02 An employee shall have access to examine the employee's personnel file upon prior arrangement with the Human Resources Department. Upon request, an employee shall be provided with a copy of material contained in such file.

21.03 An employee may request that a steward accompany the employee to review the employee's personnel file.

21.04 An employee shall have the right to contest in writing the accuracy of such information contained in the employee's personnel file, and have the same recorded in the Member's file. If there is found to be an error in the information, the Board shall notify all parties concerned, in accordance with The Municipal Freedom of Information and Protection of Privacy Act.

ARTICLE 22 - LAYOFF AND RECALL

22.01 The Board agrees that in the event of lay off, no employee covered by this Agreement shall be treated in a manner which is inconsistent with the terms of Article 22.

22.02 The Board agrees that when a decision is made to lay off, make a position redundant or close a school, the Board shall, wherever possible, provide the Union with no less than thirty (30)

days notice.

22.03 Wherever possible, an employee who is to be laid off shall be provided with no less than thirty (30) days notice.

22.04 In the event of layoff, seniority shall be used in its reverse order, beginning with the most junior person, who shall be the first to be laid off. In the event of recall, recall shall be in direct seniority order, starting with the most senior qualified person who has been laid off. Notwithstanding the foregoing, where a layoff would cause a qualified employee to be laid off and no senior qualified replacement employee exists, such employee may be retained out of seniority. No new employee shall be hired for a permanent position until all laid off employees who are qualified to perform the available work have been recalled.

Whenever used in this Agreement, the word "qualified" or the like shall mean presently possessed of the accomplishments which enable the person to perform the work required in accordance with the Board's quality and production standards so that the person performs such work after being given general information concerning it, but does not require a trial period or a training period.

22.5 In the event an employee is subject to layoff, the employee shall be transferred to the job held by the most junior employee in the employee's Classification Group, provided the employee has the necessary seniority and is qualified.

If the employee is the most junior employee in the classification group, the employee shall thereby displace the most junior employee in the next lowest classification group to which the employee's seniority would otherwise be entitled, provided the employee is qualified.

The employee who is thereby displaced by Article 22.05 shall be transferred to the job held by the most junior employee in the next lowest classification group to which the employee's seniority would otherwise be entitled, provided the employee is qualified. An employee who moves to a lower classification group shall be paid the rate of such lower classification group.

For purposes of layoff and recall, the position of Assistant Caretaker shall be listed as separate hourly categories. EG. Where an employee is displaced, the employee shall bump the most junior employee in that hourly category. In the event the displaced employee is the most junior employee in that hourly category, that employee shall bump the most junior employee in the next lowest hourly category to which the employee would be entitled by seniority.

In the event of recall, an employee on layoff shall be recalled to the final subsequent posting resulting from an initial vacancy.

22.06 If an employee has been informed, in writing, by the Board that the employee will be laid off because of redundancy or closure, the employee may exercise the employee's right to be placed on a recall list with the Board in accordance with this Article.

22.07 Recall rights will be for a period of thirty (30) months, effective date of lay off as per 11.04(d).

22.08 When a position becomes vacant, the posting procedures outlined in Article 12, of the Collective Agreement will be implemented.

22.09 The final subsequent vacancy resulting from the completion of the posting process shall be offered to the most senior qualified person on the recall list.

22.10 If an employee on the recall list refuses, in writing, an offer of recall, the Board will have no further obligation to the employee under this Collective Agreement and the employee's name

shall be removed from the recall list.

22.11 The Board shall not hire from outside the bargaining unit for permanent positions unless there are no qualified employees remaining on the recall list.

22.12 Employees on the recall list will have first opportunity to perform Casual work for the Board.

22.13 If an employee is recalled to the permanent staff from layoff within thirty (30) months of the date of lay off, the employee's seniority and previously accrued sick leave will be reinstated as if there was no interruption in service.

22.14 When the thirty (30) month recall period has expired, the employee will accrue seniority for the purpose of Article 12 - Job Posting, in accordance with Appendix "H".

22.15 It shall be the duty of all employees and/or laid off persons to notify the Human Resources Department promptly, in writing, of any change of address. Such change of address will be acknowledged, in writing, by the Board with a copy to the Union. If an employee or laid off person should fail to do this, the Board will not be responsible for failure of a notice to reach said employee and any notice sent by the Board by registered mail to the address which appears on the Board's personnel records, or telephoned to the telephone number which appears on the Board's personnel records, shall be conclusively deemed to have been received by the employee or laid off person.

ARTICLE 23 – JOB SECURITY

23.01 No bargaining unit employee shall be laid off as a result of the Board contracting out any of its work or services.

23.2 No member of the bargaining unit on probationary or permanent staff shall be laid off or suffer a reduction of or a change in normally scheduled hours of work as a result of the use of volunteers.

23.3 The Board agrees no bargaining work shall be performed for the Board under the auspices of an "Ontario Works" or similar program.

23.04 In the event that the Hamilton-Wentworth District School Board amalgamates with any other Board of Education, the Hamilton-Wentworth District School Board will make every reasonable effort to secure continued employment for members of C.U.P.E., Local 4153, who were in its employ at the time of amalgamation and to make its best effort to ensure the retention of seniority.

23.05 In the event that the Hamilton-Wentworth District school Board enters into a private-public partnership agreement with any other person, company or agency to build or take over any building for the use of the Board, the Board shall make a firm condition of the private-public partnership agreement that the building shall be cleaned and maintained by members of C.U.P.E., Local 4153 in the same manner as all other Board schools. Maintenance and grounds work for the school facility shall, after the normal period of warranty on the new facility and materials, be done by members of C.U.P.E., Local 4153 in the same way that other Board schools' maintenance and grounds work is done.

ARTICLE 24 – BOARD FACILITY/SCHOOL CLOSURE

Note: For the purpose of facility/school closure, the position of Day Head Caretaker (Small Elementary) is deemed to be a separate category from Secondary Day and Afternoon shift Head Caretaker.

24.01 In the event of school closure, a Redeployment Committee shall be established no later than one (1) week after the notice of school/facility closure is given to the Union. The mandate of the Committee is to:

- (a) Identify and propose how deployment of affected bargaining unit members shall be done. The Committee shall consider all employees on permanent staff who would suffer a reduction of ten (10) or more hours per week.
- (b) The Joint Committee will be comprised of three (3) representatives of the Board plus a Co-Chair and three (3) representatives of the Union plus a Co-Chair. Meetings of the Joint Committee shall be held during regular work hours. Time spent attending such meetings shall be considered as time worked.
- (c) Each party shall appoint a co-chair for the Committee. Co-chairs shall alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing correspondence as the committee may direct.
- (d) The mandate of the committee is to recommend how the changes will be implemented within the bargaining unit. The Board agrees to provide the committee with all pertinent staffing, work organization and financial information necessary for the committee to carry out its mandate.

ARTICLE 25 - APPENDICES

25.01 All appendices will form part of this Agreement.

ARTICLE 26 – TERMINATION

26.01 This agreement shall remain in force from September 1, 2001 up to and including August 31, 2003, and shall thereafter continue in force for a period of one (1) year unless either party shall give notice to the other not more than ninety (90) days prior to the expiration date therein that it desires revision, modification or termination of this Agreement at its expiration date. In the event that either party does give such notice, the parties will meet to negotiate within fifteen (15) days after the giving of such notice.

Duly executed by the parties hereto at the city of Hamilton this 28th day of June, 2001.

ON BEHALF OF C.U.P.E., LOCAL 4153

ON BEHALF OF THE BOARD

APPENDIX “A”
HOURS OF WORK

The regular hours of work are Monday to Friday. For schools that require a seven (7) day work schedule, the regular hours of work will include Saturday and Sunday. It is also understood that the shift schedules may be altered to best meet the needs of the building. Examples are: during non rental period both employees may be required to work the day shift. In order to ensure that system needs are adequately met, any of the below hours of work may be altered. This will be determined by, and require mutual consent between, the Board, the employee and the Union.

- 1) For Day Shift Head Caretakers: 8 consecutive hours inclusive of the following:
 - 20 minute paid lunch

- two 15 minute breaks

Day Shift: 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm

- 2) For rotational Day/Afternoon secondary Head Caretakers: 8 consecutive hours inclusive of the following:

- 20 minute paid lunch
- two 15 minute breaks

Day Shift: 6:30 am – 2:30 pm

Afternoon Shift: 2:00 pm – 10:00 pm

- 3) For rotational secondary Caretakers: 8 consecutive hours inclusive of the following:

- 20 minute paid lunch
- two 15 minute breaks

Day Shift: 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm

Afternoon Shift: 2:30 pm – 10:30 pm OR 3:00 pm – 11:00 pm

- 4) For 40 hr. Assistant Caretakers: 8 consecutive hours inclusive of the following:

- 20 minute paid lunch
- two 15 minute breaks

Day Shift: 6:30 am – 2:30 pm OR 7:00 am – 3:00 pm

Afternoon Shift: 2:30 pm – 10:30 pm OR 3:00 pm – 11:00 pm

- 5) For 30 hr. Assistant Caretakers: 6 consecutive hours inclusive of the following:

- 20 minute paid lunch
- one 15 minute break

Afternoon Shift: 2:30 pm – 8:30 pm OR 3:00 pm – 9:00 pm

- 6) For 20 hr. Assistant Caretakers: 4 consecutive hours inclusive of the following:

- one 15 minute break

Afternoon Shift: 2:30 pm – 6:30 pm OR 3:00 pm – 7:00 pm

- 7) For Maintenance Staff: 8 consecutive hours inclusive of the following:

- 20 minute paid lunch
- two 15 minute breaks

Day Shift: 7:00 pm – 3:00 pm OR 7:30 am – 3:30 pm

Afternoon Shift*: 2:30 pm – 10:30 pm OR 3:00 pm – 11:00 pm

Unless otherwise agreed, the above hours shall constitute the regular scheduled hours of work and shall be used to comply with Article 12.03(b).

It is understood that shift schedules may be altered to best meet the needs of the building during non-instructional periods when students or staff are not present. Examples are: Christmas and Mid-Winter Break Periods and July and August.

Day Care/First Base

During non-instructional periods coverage shall be shared equability amongst the employees at the school, excluding the Head Caretaker. In the event that there are only 2 Head Caretakers in a Secondary School available, the shifts may be adjusted to meet the needs of the building.

* Maintenance staff hired on or after September 1, 1999 may be required to work afternoon shift or weekends with two (2) weeks prior notice.

Overtime and Lieu Time

Effective date of ratification a member will be allowed to accumulate overtime hours up to a maximum of eight (8) days per year as lieu time, calculated at the appropriate premium rate as outlined in Article 15.02 and 15.03. The member will indicate to the Area Supervisor the intent to bank overtime hours.

The member may request to take the banked overtime hours as paid time off during the months of July and August or during the Christmas and mid-winter break periods.

The banked overtime hours may be held for a maximum of one (1) year. If banked overtime hours are not used, the Board shall make the payment to the member.

APPENDIX "B"

WAGE RATES AND CLASSIFICATION

	September 1, 2001	September 1, 2002
<u>Assistant Caretaker</u>		
Minimum	\$15.42	\$15.62
1 Year	15.58	15.78
2 Years	15.79	15.99
<u>Caretaker</u>		

Minimum	\$15.90	\$16.10
1 Year	16.10	16.30
2 Years	16.35	16.55

Cooks

Minimum	\$16.79	\$16.99
1 Year	16.96	17.16
2 Years	17.17	17.37

Head Caretakers

Small Elementary & Secondary

Minimum	\$16.83	\$17.23
1 Year	17.16	17.56
2 Years	17.36	17.76

Note: Head Caretakers at Westdale Secondary School and Queen Mary Elementary School with a 4th Class Stationary Engineer's Certificate will receive twenty (20) cents per hour over the above hourly wage rate for Head Caretakers.

Medium Elementary

Minimum	\$17.20	\$17.60
1 Year	17.40	17.80
2 Years	17.65	18.05

Large Elementary

Minimum	\$17.35	\$17.75
1 Year	17.75	18.15
2 Years	17.95	18.35

General Mechanic \$17.49 \$17.89
(Includes Preventative Maintenance Team, 2 Person Crew, Painter and Asbestos Assistant)

Chief Mechanic \$18.75 \$19.35

Implementation Notes:

- Former County Caretakers who are presently in Assistant Caretaker positions will be red-circled at the September 1, 2000 salary rate.
- The Board will pay members of the bargaining unit on the active payroll as of September 1, 2001 a signing bonus of \$240.00.
- The rate of pay for Head Caretakers in Elementary Schools will be based on the following square footage of the school which includes portapacks but excludes portables:

Small Elementary	0 - 24,999 square feet
Medium Elementary	25,000 - 44,999 square feet
Large Elementary	45,000 square feet and over
- Any school identified as a Large Elementary School under the previous respective Collective Agreements or Common Provisions will remain as Large Elementary Schools until the position has been vacated. Once the position has been vacated, it will be posted in accordance with the appropriate square footage identified in number 3 of the Implementation notes above.

Increment and Salary on Promotion

1. An employee not at the maximum salary of a Grade level shall advance on the salary grid by means of an increment in accordance with the respective salary grid steps.
date of appointment to the position.
shall receive the minimum salary for the higher level.
level, the member shall receive the next higher salary step to their present salary and progress toward the salary maximum for the level in accordance with the incremental schedule for the classification.

APPENDIX "C" **BASIC GROUP LIFE INSURANCE**

Benefits of the Group Life Insurance Plan shall be as detailed in the master policy shall provide insurance of \$50,000. New employees shall be eligible for enrollment on the first day of the month following their probationary period.

Amended Provision of Group Life Policy – Total Disability Benefit

If a member of the Plan becomes totally and permanently disabled before reaching the age of 65 years, the member must select one of the following options at the time of disability:

OPTION 1 – The member may elect to receive life insurance in effect at the date of disability subject to a maximum of \$50,000. Such amount would be paid in a series of sixty (60) equal monthly installments while the disability continues but in no event beyond the member's 65th birthday. Any insurance in excess of \$50,000 will be continued in force without payment of premiums as long as the member remains totally disabled (subject to any reductions or termination due to age as provided).

Amended Provision of Group Life Policy – Total Disability Benefit

If a member of the Plan who is in receipt of monthly installments dies before the full number of monthly installments has been paid, the commuted value of the remaining unpaid installments will be paid to the member's beneficiary of record.

OPTION 2 – The member may elect the waiver of premium benefit whereby the total amount of life insurance in effect at the time of disability will be continued in force without payment of premiums as long as the member remains totally disabled but in no event beyond the members 65th birthday. Once a member of the Plan selects either Option 1 or Option 2, there will be no further opportunity to change the Option chosen.

APPENDIX "D" CARETAKING, COOKING, AND MAINTENANCE EMPLOYEES SICK LEAVE

1. Eligibility

The Board shall maintain a Cumulative Sick Leave Plan for each employee which shall be operated in the manner following:

(a) An employee paid on a twelve month basis shall be entitled to twenty-four (24) sick leave days in each calendar year

(b) An employee paid on a ten month basis shall be entitled to twenty (20) sick leave days in each calendar year.

(c) Where an employee attains permanent status at any time during a calendar year shall be entitled to have the employee's account credited with two (2) days sick leave per month per each complete month or part month.

(d) Casual employees shall not be included under this plan.

2. Sick Leave Credits

(a) Each eligible employee employed on a twelve month basis shall be entitled to sick leave, for personal illness or injury for twenty-four (24) days per calendar year. Each eligible employee employed on a ten month (10) basis shall be entitled to sick leave, for personal illness or injury for twenty (20) days per calendar year.

(b) Except as otherwise provided in this Article, there shall be deducted from an employee's account on the 31st day of December in each year, the number of days that such employee was absent, with salary paid, during the calendar year.

(c) The Credits in an employee's account on the 31st day of December in each year shall be carried forward in the employee's account on the 1st day of January of the calendar year next following. Maximum accumulated credits shall be two hundred and sixty (260) days. Effective date of ratification, employees who presently have an accumulated balance in excess of 260 days shall be frozen at their existing accumulative balance.

(d) An employee who is on sick leave and is entitled to receive payments under the Workers' Safety Insurance Board shall receive the difference between such payment and regular salary from the Board. Loss of sick leave shall be prorated accordingly.

(e) Except as otherwise provided in this Article, no salary shall be paid to an employee while absent from employment when there are no credits in the employee's Sick Leave Account.

The following items are not chargeable to the sick leave credit account and shall be without loss of salary:

- (a) During such period that an employee is quarantined or otherwise prevented by any order of the Medical Health Authorities from attending upon duties because of exposure to any communicable disease.
- (b) During such period as an employee is serving as a Juror, or subpoenaed as a witness in any proceedings where the employee is not a party and not charged with an offence.

4. To qualify for sick leave, an employee who is absent from duties for a period exceeding three (3) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and (if required by the Board) a further certificate from the Medical Officer of the Board upon return to work. If such period does not exceed three (3) consecutive working days a certificate by the Principal or other superior officials of such employee shall be accepted in lieu thereof. The Board may, at its discretion, require a medical certificate from a qualified physician to cover an absence from work through illness or accident for three (3) consecutive working days or less.

5. Any employee, upon attaining permanent status with the Board shall be responsible for presenting a certified statement of transferable cumulative sick credits from the last previous Board or Municipality.

Sick Leave Gratuity

1. (a) During the lifetime of the collective agreement retirement gratuities for all current employees will remain as status quo in accordance with the former Wentworth County Board of Education. (Former Plan to be attached as information).
- (b) Effective date of ratification, retirement gratuities for all current employees will remain as status quo in accordance with the former Hamilton Board of Education, with the exception of the maximum payment for those employees hired after June 30, 1977. The maximum payment will be increased from \$6,000 to \$10,000.
2. All new employees hired on and after September 1, 1999 shall be required to serve 20 years in the employment of the Board in order to qualify for a retirement gratuity.
 - (a) For employees hired on and after September 1, 1999, an employee is entitled to an amount equal to one half the number of sick leave days remaining in the account at time of retirement multiplied by the employee's per diem rate at time of retirement up to a maximum payment of \$10,000.00.
 - (b) Neither a sick leave gratuity nor a retiring allowance shall be paid to an employee who is dismissed by the Board for just cause.
3. An employee retiring from the Board must be eligible for a pension under the terms of the O.M.E.R.S. Pension Plan in order to be eligible for a retiring gratuity.
4. The Sick Leave Gratuity shall be paid in one lump sum and shall be paid within sixty (60) days following satisfactory proof being submitted by the employee that the employee is in receipt of an OMERS Pension.

APPENDIX "E" **PENSION PLANS**

1. The present pension plans of the former Hamilton Board of Education and Wentworth County Board of Education shall remain in effect for the duration of this Agreement.

Former Hamilton Board of Education Employees:

2. The Board agrees to implement an O.M.E.R.S. Type II Supplementary Past Service

Pension Benefit plan for all employees of the previous caretaking and maintenance bargaining unit in the active employment of the Board as of August 1, 1981 (up-dating all years of pensionable service with the Board prior to September 1, 1966 based upon an average of the 5 year annual salary between the years 1976-80).

As part of the pension improvement the parties agree (effective date of ratification) to cancel the Long Term Disability Plan for caretaking and maintenance employees.

3. Effective January 1, 1985, the Board agrees to implement an O.M.E.R.S. Type I Supplementary Past Service Pension Benefit plan for caretaking and maintenance employees on staff at time of ratification date of this Agreement (up-dating previous Type II Pension Plan to all years of pensionable service with the Board prior to September 1, 1966 based upon an average of the five year annual salary).

4. The Board agrees to enrol the Cleaning and Cooking staff in the O.M.E.R.S. Basic Pension Plan (future service) conditional upon evidence received by the Board that 75% or more of the staff have elected in written form to participate in the Plan. If accepted by the membership, the Plan would become mandatory for all present and future employees of the Cleaning and Cooking staff regularly employed over 24 hours per week.

To allow for necessary information meetings, membership enrolment process and administrative time, the pension plan would become effective no earlier than September 1982.

If by June 30, fewer than 75% of the Cleaning and Cooking staff as of that date have signed to participate in the O.M.E.R.S. Basic Pension Plan, the parties agree that this item shall not be implemented and shall be deemed to be abandoned.

5. For Cleaning and Cooking employees regularly employed for more than 24 hours per week.

Effective January 1, 1986, the Board agrees to implement an O.M.E.R.S. Past Service Pension Benefit based upon 2% of each employee's best 60 consecutive months' average salary multiplied by her years of credited service X 50% of gross benefit minus any offset for C.P.P. Credited service means service with the Board before participation of the Board in O.M.E.R.S. Basic Plan (September 1982). An employee's credited service will be pro-rated in accordance with normal O.M.E.R.S. Regulations.

6. For Cleaning and Cooking employees on staff as of January 1, 1988 and who are regularly employed for more than 24 hours per week:

Effective January 1, 1988, the Board agrees to update the present O.M.E.R.S. Past Service Pension Benefit based upon 2% of each employee's best 60 consecutive months' average salary multiplied by her years of credited service x 75% of gross benefit minus any offset for C.P.P. Credited service means service with the Board before participation of the Board in the O.M.E.R.S. basic Plan (September 1982). An employee's credited service will be pro-rated in accordance with normal O.M.E.R.S. Regulations.

7. For Cleaning and Cooking Employees on staff as of March 1, 1990 and who are regularly employed for more than 24 hours per week. Effective March 1, 1990, the board agrees to update the present O.M.E.R.S. Past Service Pension Benefit based on 2% of each employee's best 60 consecutive months' average salary multiplied by her years of credited service x 90% of gross benefit minus any offset for C.P.P. Credited service means service with the Board before participation of the Board in the O.M.E.R.S. Basic Plan (September, 1982). An employee's credited service will be pro-rated in accordance with normal O.M.E.R.S. Regulations.

8. Effective January 1, 1988, employees of the part-time bargaining unit shall be given the

option of joining the O.M.E.R.S. Basic Pension Plan (future service) consistent with the provisions of the Pension Benefits Act, 1987.

9. For all Cleaning and Cooking employees on staff as of June 1, 1992, the past service pension plan shall be increased from 90% benefit level to 100% benefit level.

APPENDIX "F" - TRAINING

An employee must successfully complete all sections of the following Training Program in order to qualify to post for a Caretaker position:

Section 1

Successful completion of the Caretaking Services' Training modules on:

- (i) Boilers and Accessories
- (ii) Climate Control Equipment

- (iii) Minor Electrical Repair
- (iv) Minor Plumbing Repair
- (v) Scaffold & Ladder
- (vi) Building Automation Systems

Note: In order to post for a Caretaker position the successful applicant must have all the above listed courses with the exception of Climate Control Equipment and Building Automation Systems, unless posting for a school with Climate Control or Building Automation Systems.

Section II For Promotion to a Head Caretaker

In order to qualify to post for an Elementary or Secondary School Head Caretaker, an employee must:

- (i) be fully qualified as per the terms of Section 1 of Appendix "F"
- (ii) have served one (1) year as a Caretaker
- (iii) successfully complete a mandatory refresher program to be implemented by the Board.

The Board shall offer training to all employees in order of seniority.

The Joint Training Committee comprised of three (3) representatives of the Board and three (3) representatives of the Union will meet within sixty (60) days of ratification to determine the scope of the program and timeframe by which the program must be completed prior to entering the role of Head Caretaker. In addition to establishing a refresher program the role of the Committee is to explore training alternatives.

APPENDIX "G" REPLACEMENT COVERAGE

1. When an absence occurs within a Board building the following replacement coverage will be implemented:

Elementary Schools

- (a) In Schools where there is one (1) Assistant Caretaker – replacement coverage will occur on the same day of absence wherever possible.
- (b) In Schools where there are two to five Assistant Caretakers – replacement coverage will occur on the 4th day of absence. During the first three days of absence, 2nd day cleaning schedules will be implemented. Second day cleaning

- schedules will be developed and available in each school.
- (c) Wherever possible, replacement coverage will occur on the same day of absence for the position of Head Caretaker.

Secondary Schools

- (a) In secondary schools replacement coverage shall occur within the school. In order to fill in for absences within the school, second day cleaning will be implemented. Second day cleaning schedules will be developed and available in each school.
 - (b) If there are more than two (2) employees absent at the same time in a secondary school, replacement coverage will be initiated where in the opinion of the Area Supervisor it best meets the needs of the building.
 - (c) Wherever possible, replacement coverage will occur on the same day of absence for the position of Head Caretaker.
2. For short term absences of three (3) days or less, the senior employee providing the replacement coverage does not have to be fully qualified for the position. The Board agrees to provide a checklist for the employee of the essential duties for the position. For absences of four (4) or more days, the senior employee providing the replacement coverage must have the required qualifications in order to perform the work.
3. Replacement coverage will either be for a full-shift or a partial shift.
4. The Casual Assistant call in protocol shall be on a seniority basis as provided for in Article 11.01 (a). The senior Casual Assistant not on assignment shall have the first opportunity to the available assignment.
5. It is understood by the parties that replacement coverage during school break periods – Christmas, March Break and July and August will only be initiated when in the opinion of the Area Supervisor it best meets the needs of the building.

APPENDIX "H"

TERMS AND CONDITIONS APPLICABLE TO CASUAL ASSISTANTS

- (a) Casual employees will be paid \$12.50 per hour during the probationary period. Upon successful completion of the probationary period, casual employees will be paid the rate of the assignment when called in to replace an absent employee. A casual employee who is called in will be paid a minimum of three (3) hours for the day unless the casual is replacing an absent employee who works ten (10) hours per week.
- (b) Casual employees shall accrue seniority on a day for day basis.
- (c) For purposes of the job posting provisions of Article 12 only, a laid off employee whose recall rights have been exhausted, will utilize previously accrued seniority gained as a permanent employee, plus the seniority standing accrued as a casual employee.
- (d)
 - (i) If a casual employee is appointed to the regular staff, the employee shall carry forward the employee's seniority under the terms of Article 11.02.
 - (ii) In determining seniority, where two or more employees have the same hire date, the tie breaker shall be decided by lot. The Union shall participate in this process.
- (e) Casual employee may fill in for any position in the bargaining unit providing they are qualified.
- (f) If a Casual employee is assigned as a replacement for an absent employee for more than three (3) consecutive days and is subsequently is off sick for more than three (3) consecutive days, the Casual employee must, upon return to work, produce medical documentation from a licensed medical practitioner or dentist, which verifies the absence was for medical reasons.
- (g) If an employee refuses an assignment on three (3) consecutive occasions, without a bona fide reason, the employee's name shall be removed from the casual list.
- (h) If an employee is unavailable for assignment for a period of three (3) consecutive months, other than for pregnancy/parental leave, a leave of absence granted by the Manager/Trainer, Caretaking Services, or illness certified by a medical practitioner, the employee's name shall be remove from the casual list. Under unusual circumstances the Board may extend the period for an additional three (3) months.
- (i) The Board agrees to deduct regular monthly union dues from the pay of casual employees in accordance with Article 2.04 after the completion of the probationary period under the terms of Article 11.02.

LETTER OF INTENT #1 RE: POLICY AGAINST HARASSMENT

The Board and C.U.P.E., Local 4153 hereby recognize that they share in the commitment and obligation to ensure that all employees in accordance with the Ontario Human Rights Code, work in an environment based upon mutual respect and co-ordination among individuals and free from harassment. To this end, the parties to this agreement are dedicated to establishing greater awareness and understanding of the issues, and to supporting and promoting a procedure to ensure that complaints of harassment will be resolved quickly, with sensitivity, fairness, and confidentiality consistent with the following Board policy:

In adherence with the Ontario Human Rights Code, it is the policy of this Board that every employee, volunteer and student has a right to freedom from harassment in the workplace and school system because of sex, sexual orientation, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability.

DEFINITION:

For the purpose of this policy, harassment means engaging in a course of derogatory or vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Sexual harassment is a particular form of harassment and is defined as:

- (a) any repeated sexual advances, remarks, or behaviour that is demeaning that the person making the advances, remarks or engaging in the behaviour knows or ought reasonably to know is unwelcome; or
- (b) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation knows or ought reasonably to know that it is unwelcome; or
- (c) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny benefit or advancement to the person.

This definition of sexual harassment does not include an occasional or casual compliment or remark, any voluntary relationship between consenting adults, nor normal exercise of supervisory responsibilities, including direction, counselling or discipline when necessary.

Note: In the event that the Hamilton-Wentworth District School Board establishes a new policy on Harassment which will substantially alter the terms of this Letter of Intent, the parties shall meet forthwith to reach agreement on any required amendments to this Letter of Intent.

LETTER OF UNDERSTANDING RE: STAFF RELATIONS COMMITTEE

The parties agree that during the 2001-2002 school year the Staff Relations Committee will meet on the following dates:

October 4, 2001
December 6, 2001
March 7, 2002
May 2, 2002

The parties agree that during the 2002-2003 school year the Staff Relations Committee will meet on the following dates:

October 3, 2002
December 5, 2002
March 6, 2003
May 1, 2003

The Staff Relations Committee, in addition to the items for discussion identified in Article 4.12, shall also receive and discuss the recommendations of the Committee reviewing violence, harassment and racial concerns related specifically to C.U.P.E., Local 4153.

During those meetings where Health and Safety related issues are tabled on the agenda, two (2) C.U.P.E., Local 4153 representatives from the Joint Health and Safety Committee shall be invited as resource people.

LETTER OF UNDERSTANDING RE: VIOLENCE, HARASSMENT AND RACIAL CONCERNS FOR MEMBERS OF C.U.P.E., LOCAL 4153

The parties agree that it is important to deal with issues with respect to violence, harassment and racial issues in Board facilities relating to members of the Union. When issues arise the matter will be discussed with the Manager, Caretaking Services and an attempt to resolve the problem will be made, along with Union representatives. If the matter cannot be resolved at this stage, the Manager of Caretaking Services will establish a committee to recommend procedures to deal with the specific incident. The committee will consist of three (3) representatives of management and three (3) representatives of the Union. The mandate of the committee will be to recommend procedures to deal with:

- (i) the prevention of violence and assaults against members of C.U.P.E., Local 4153;
- (ii) the education of members regarding harassment and racial incidents,
- (iii) personal protection of members while in Board facilities.

LETTER OF UNDERSTANDING - RECALL RIGHTS FOR FORMER HAMILTON BOARD LAID-OFF EMPLOYEES

The parties agree that effective September 1, 1999, the employees who were formerly laid-off as a result of implementing the new workload formula in Hamilton Schools as of April, 1997 shall be granted an additional thirty (30) months of recall rights. The thirty (30) month recall provisions will cover the period September 1, 1999 to January 31, 2002.

LETTER OF UNDERSTANDING – WORKLOAD

Should either the Board or the Union identify significant problems in workload which would initiate a review of work scheduling of an individual employee, a joint committee shall be established comprised of two (2) representatives from the Union and two (2) representatives of the Board to review the concerns.

LETTER OF UNDERSTANDING – RECLASSIFICATION OF ASSISTANT CARETAKER TO A CARETAKER POSITION

When the first forty (40) hour vacancy at the level of Assistant Caretaker occurs in the following schools, the position will be reclassified to a Caretaker position:

Gordon Price
Helen Detwiler
Lincoln Alexander
Sir Wilfred Laurier

LETTER OF UNDERSTANDING – PREVENTATIVE MAINTENANCE POSITIONS

Board Representatives and C.U.P.E.'s Training Committee agree to meet during the week of June 18th, 2001 to discuss two (2) new Preventative Maintenance Positions in conjunction with the position of General Mechanic.

**LETTER OF AGREEMENT
BETWEEN
THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD
AND
C.U.P.E., LOCAL 4153**

In the event that reductions occur in net system workload hours during the lifetime of the collective agreement, as a result of funding changes to the Board, the parties agree to establish a Joint Committee to:

- (a) Identify issues relating to how the change in funding affects the bargaining unit.
- (b) The Joint Committee will be comprised of three (3) representatives of the Board plus a Co-Chair and three (3) representatives of the Union plus a Co-Chair. Meetings of the Joint Committee shall be held during regular work hours. Time spent attending such meetings shall be considered as time worked.
- (c) Each party shall appoint a co-chair for the Committee. Co-chairs shall alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing correspondence as the committee may direct.
- (d) The mandate of the committee is to recommend how the changes will be implemented within the bargaining unit. The Board agrees to provide the committee with all pertinent staffing, work organization and financial information necessary for the committee to carry out its mandate.

Dated at Hamilton this 28th day of June, 2001.

ON BEHALF OF C.U.P.E., LOCAL 4153

ON BEHALF OF THE BOARD

**LETTER OF AGREEMENT
BETWEEN
THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD
AND
C.U.P.E., LOCAL 4153**

CHEMICAL/EQUIPMENT REVIEW COMMITTEE

The parties agree to continue the Joint Chemical/Equipment Review Committee during the lifetime of the Collective Agreement. The Committee shall be composed of three (3) management representatives and three (3) C.U.P.E., Local 4153 representatives. The Union representatives shall be chosen by the Union. The mandate of the committee shall include but not be limited to:

- (i) the development of guidelines governing the purchase of chemicals/equipment used in Board facilities;
- (ii) identify alternatives to any potentially hazardous chemicals/equipment.

Dated at Hamilton this 28th day of June, 2001.

ON BEHALF OF C.U.P.E., LOCAL 4153

ON BEHALF OF THE BOARD

**LETTER OF AGREEMENT
BETWEEN
THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD
AND
C.U.P.E., LOCAL 4153**

In implementing this agreement the parties agree to the following items regarding staffing and reduction in hours:

1. Notwithstanding the square footage that establishes the position of a Head Caretaker, the parties agree that Sheffield will continue to be staffed with a thirty (30) hour Caretaker.
2. Lynden will have ten (10) hour assistant caretaker positions, until the school is closed by the Board.
3. Prior to June 30, 2001, a Joint Committee consisting of three (3) representatives of the Board and three (3) representatives of C.U.P.E., Local 4153 shall meet to develop a plan for implementing second (2nd) day cleaning effective for September 1, 2001.

The Committee shall review the workload in the schools scheduled for second (2nd) day cleaning and revise the work schedules to accommodate the changes.

The Committee shall also review the work schedules at Sir John A. Macdonald and revise them accordingly to accommodate a seven (7) day work schedule.

As additional vacancies occur during the school year, the Committee shall meet to discuss the feasibility of other schools that may require a seven (7) day work schedule. For example: Ancaster High School and Saltfleet.

Dated at Hamilton this 28th day of June, 2001.

ON BEHALF OF C.U.P.E., LOCAL 4153

ON BEHALF OF THE BOARD

**LETTER OF AGREEMENT
BETWEEN
THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD
AND
C.U.P.E., LOCAL 4153**

Re: Inclement Weather

The parties agree, during the lifetime of the Collective Agreement, that members of C.U.P.E., Local 4153 shall be covered by Board Policy if the school(s) are closed due to inclement weather. Should the policy be revised for January, 2002, the parties shall meet forthwith to consider any impact such a policy change would have on members of C.U.P.E., Local 4153.

Dated at Hamilton this 28th day of June, 2001.

ON BEHALF OF C.U.P.E., LOCAL 4153

ON BEHALF OF THE BOARD

**LETTER OF AGREEMENT
BETWEEN
THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD
AND
C.U.P.E., LOCAL 4153**

The parties agree that the following clauses, Appendices and Articles will be operational during the 2001-2002 school year. Each clause, Appendix and Article will be re-opened and subject to re-negotiation for continuance beyond the 2001-2002 school year. If there is agreement on the language then the Attendance Requirement, Sick Leave and Retirement Gratuity, Replacement Coverage and Lieu Time language will be deemed to be inserted into the collective agreement. In the event that there is no agreement on these clauses, the Board and the Union will revert to the terms and conditions contained within the Collective Agreement on Postings, Sick Leave and Retirement Gratuities, Replacement Coverage and Lieu Time.

ARTICLE 12 – POSTINGS

12.7 Attendance Requirement

- (a) Effective September 1, 2001 and thereafter, in cases of excessive absence, employees who require a medical certificate to cover each absence may be removed from their assignment and placed as unassigned floaters. These employees shall be used for replacement coverage for twelve (12) months. At the end of the twelve (12) month period, if the employee's attendance improves so that the employee is absent no greater than twelve (12) days per school year for short term absence, the employee may post for the level of classification that the employee was removed from. Notwithstanding an employee's posting rights, the employee may not post for the same school the employee was removed from. If the attendance has not improved, the employee will remain as an unassigned floater. If the employee has not improved their attendance after the second year as an unassigned floater, the Board will review the employee's employment status having regard to any applicable statutory requirements.
- (b) Prior to exercising clause (a) above, the Board shall consult with the Chief Steward (or designate) of the Union and one other Executive member. The representatives of the Board and the Union will meet four (4) times per year – September 15th, December 1st, March 1st and June 1st.
- (c) Prior to the actual removal of an employee from a position, the Board and the Chief Steward or designate, plus one other member of the Executive of the Union shall meet and consult upon such removal.
- (d) Two (2) weeks prior to the initial meeting with the employee, the Chief Steward shall be notified in writing of those employees who have been identified as an employee who has been absent excessively. Prior to the meeting with the Board the Chief Steward and one member of the Executive of the Union will be permitted to meet with the employee at the school location.
- (e) An employee who is subject to be removed from their position for excessive absenteeism will receive an initial warning and the attendance of the employee will be reviewed three (3) months (exclusive of the summer, Christmas and Mid Winter break periods) following the warning.

- (f) If the Board enacts clause (a) above, the Board shall post the position vacated.
- (g) While the employee is assigned as an unassigned floater, the employee will be guaranteed the number of hours the employee held in their previous position.
- (h) If the employee is removed from a permanent position , the employee may only be used as replacement coverage for an Assistant Caretaker up to a maximum of five (5) days in any one assignment.
- (i) An employee who has been removed from their position will be red-circled and be paid at their current rate of pay, exclusive of any across the Board increase.

APPENDIX “D” – CARETAKING, COOKING AND MAINTENANCE EMPLOYEES SICK LEAVE

Eligibility

Effective September 1, 2001, The Board shall maintain a Cumulative Sick Leave Plan for each employee which shall be operated in the following manner:

- (a) An employee paid on a twelve (12) month basis shall be entitled to twenty-four (24) sick leave days per school year. Twelve (12) sick leave days will be allocated for short term illness and twelve (12) sick leave days will be allocated for long term illness.
- (b) An employee paid on a ten (10) month basis shall be entitled to twenty (20) sick leave days per school year. Ten (10) sick leave days will be allocated for short term illness and ten (10) sick leave days will be allocated for long term illness.
- (c) Where an employee attains permanent status at any time during the school year he or she shall be entitled to have the employee’s account credited with one (1) day sick leave per month per each complete month or part month for short term illness and one (1) day sick leave per month per each complete month or part month for long term illness.
- (d) Casual employees shall not be included under this plan.

Sick Leave Credits

- (a) “Short Term absence” shall mean an absence of five (5) consecutive working days or less.
- (b) “Long Term absence” shall mean an absence in excess of five (5) consecutive working days.
- (c) Each eligible employee employed on a twelve (12) month basis shall be entitled to sick leave, for personal illness or injury for a total of twenty-four (24) days per school year.
Each eligible employee employed on a ten (10) month basis shall be entitled to sick leave, for personal illness or injury for a total of twenty (20) days per school year. Credits shall be allowed to all permanent employees’ accounts on September 1st of a school year. When a casual employee secures a permanent position, their account shall be credited in accordance with clause 1 (c).
- (d) For all permanent employees sick leave credits shall be provided as follows:

- (i) Fifty per cent (50%) of a school years' sick leave entitlement will be allocated for Short Term absence. Short term absence in excess of twelve (12) days shall be unpaid.
 - (ii) Fifty per cent (50%) of a school years' sick leave entitlement will be allocated for Long Term absence. Long term credits shall be added directly to an employee's accumulated sick leave balance.
- (e) Any sick leave credits remaining in the Short Term absence account of an employee shall be transferred to balance of the Long Term account of an employees on the 31st day of August each school year next following. Should an employee exceed the yearly allotment for Long Term absence in a given school year, the days in excess of the yearly maximum for Long Term absence shall have be deducted from the employee's accumulated sick leave balance account. Maximum accumulated sick leave credits shall be two hundred and sixty (260) days. For those employees who had a frozen accumulative balance in excess of two hundred and sixty (260) days prior to the signing of the Collective Agreement, Long Term absence in excess of 260 days will be drawn from the frozen accumulative balance.
- (f) An employee who is on sick leave and is entitled to receive payments under the Workplace Safety Insurance Board shall receive the difference between such payment and regular salary from the Board. Loss of sick leave shall be prorated accordingly.
- (g) Except as otherwise provided in this Article, no salary shall be paid to an employee while absent from employment when there are no credits in the employee's Sick Leave Account.

The following items are not chargeable to the sick leave credit account and shall be without loss of salary:

- (a) During such period that an employee is quarantined or otherwise prevented by any order of the Medical Health Authorities from attending upon duties because of exposure to any communicable disease.
- (b) During such period as an employee is serving as a Juror, or subpoenaed as a witness in any proceedings where the employee is not a party and not charged with an offence.

4. To qualify for sick leave, an employee who is absent from duties for a period exceeding three (3) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and (if required by the Board) a further certificate from the Medical Officer of the Board upon return to work. If such period does not exceed three (3) consecutive working days a certificate by the Principal or other superior officials of such employee shall be accepted in lieu thereof. The Board may, at its discretion, require a medical certificate from a qualified physician to cover an absence from work through illness or accident for three (3) consecutive working days or less.

5. Any employee, upon attaining permanent status with the Board shall be responsible for presenting a certified statement of transferable cumulative sick credits from the last previous Board or Municipality.

Sick Leave Gratuity

- 1. (a) During the lifetime of the collective agreement retirement gratuities for all current

employees will remain as status quo in accordance with the former Wentworth County Board of Education. (Former Plan to be attached as information).

(b) Effective September 1, 2001, retirement gratuities for all current employees will remain as status quo in accordance with the former Hamilton Board of Education, with the exception of the maximum retirement gratuity payment for those employees hired after June 30, 1977. The maximum retirement gratuity payment will be based upon one-half (1/2) the number of sick leave days remaining in an employee's account at time of retirement multiplied by the employee's per diem salary at time of retirement up to a maximum of one-half (1/2) year's salary.

2. All new employees hired on and after September 1, 1999 shall be required to serve 20 years in the employment of the Board in order to qualify for a retirement gratuity.

(a) For employees hired on and after September 1, 1999, an employee is entitled to an amount equal to one half the number of sick leave days remaining in the account at time of retirement multiplied by the employee's per diem rate at time of retirement up to a maximum payment of one-half (1/2) year's salary.

(b) Neither a sick leave gratuity nor a retiring allowance shall be paid to an employee who is dismissed by the Board for just cause.

3. An employee retiring from the Board must be eligible for a pension under the terms of the O.M.E.R.S. Pension Plan in order to be eligible for a retiring gratuity.

4. The Sick Leave Gratuity shall be paid in one lump sum and shall be paid within sixty (60) days following satisfactory proof being submitted by the employee that the employee is in receipt of an O.M.E.R.S. Pension.

APPENDIX "G" – REPLACEMENT COVERAGE

1. When an absence occurs within a Board building the following replacement coverage will be initiated, to the best of the Board's ability:

Elementary Schools

- (a) In Schools where there is one (1) Assistant Caretaker – replacement coverage will occur on the same day of absence.
- (b) In Schools where there are two to five Assistant Caretakers – no replacement coverage will occur on the 1st day of absence. From the 2nd to the 7th day of absence, fifty per cent (50%) of the regularly scheduled hours of an Assistant Caretaker will be replaced. Full replacement coverage will occur on the 8th and subsequent day of absence.
- (c) No replacement coverage will occur on the 1st day of absence for Caretakers. From the 2nd to the 7th day of absence, fifty per cent (50%) of the regularly scheduled hours of an absent Caretaker will be replaced. Full replacement coverage will occur on the 8th and subsequent day of absence.
- (d) Replacement coverage will occur on the same day of absence for the position of Head Caretaker whether it is a full-shift or a partial shift.
- (e) In Schools where there is a recognized Day Care through the Umbrella Board, Waterdown, Saltfleet and King George, replacement coverage will be initiated at fifty per cent (50%) for the first seven (7) days of absence of the regularly scheduled hours of the employee who is responsible for cleaning the day care. Full replacement coverage will occur on the 8th and subsequent day of absence.

Secondary Schools

- (a) Subject to section #4 below, in secondary schools replacement coverage shall

- occur within the school.
- (b) If there are more than two (2) employees absent at the same time in a secondary school, replacement coverage will be initiated where in the opinion of the Area Supervisor it best meets the needs of the building.
 - (c) For Caretakers and Assistant Caretakers, no replacement coverage will occur on the 1st day of absence. From the 2nd to the 7th day of absence, fifty per cent (50%) of the regularly scheduled hours of an Assistant Caretaker or Caretaker will be replaced. Full replacement coverage will occur on the 8th and subsequent day of absence.
 - (d) Replacement coverage for the Head Caretaker(s), whether it is a full-shift or a partial shift, shall occur firstly within the school among the employees who are regularly assigned and qualified.
 - (e) The Board may invoke article 12.03 (i) for replacement coverage.

2. The Board will endeavour to provide for a qualified employee (up to the first four absences) to be used as replacement coverage for a Head Caretaker in an Elementary School. It is understood that the 5th and subsequent absence of a Head Caretaker on the same day will be filled in the most convenient manner. After the second day of absence the Head Caretaker position in an Elementary School will be filled by a qualified employee.

3. For short term absences the senior employee providing the replacement coverage does not have to be fully qualified for the position.

4. Replacement coverage will occur first from among the unassigned floaters and then the casual assistant call in protocol shall be on a seniority basis as provided for in Article 11.01 (a).

5. It is understood by the parties that replacement coverage during school break periods – Christmas, March Break and July and August will only be initiated when in the opinion of the Area Supervisor it best meets the needs of the building.

Overtime Lieu Time

1. Effective September 1, 2001, a member will be allowed to accumulate overtime hours up to a maximum of ten (10) days per year as lieu time, calculated at the appropriate premium rate as outlined in Article 15.02 and 15.03. The member will indicate to the Area Supervisor the intent to bank overtime hours.

2. The member may request to take the banked overtime hours as paid time off at the following times in the school year subject to the restrictions outlined in clause #3:

Up to a maximum of five (5) days during July and August (exclusive of the week prior to school start up)

Up to a maximum of five (5) days during either the Christmas Break and March Break periods.

3. In order to meet the cleaning requirements of the school, no more than one-third (1/3) of the school staff may be allowed off at any one time during the same period unless it is agreed to by the Area Supervisor.

4. The banked overtime hours may be held for a maximum of one (1) year. If banked overtime hours are not used, the Board shall make the payment to the member.

Review Period

By March 15, 2002, Board Representatives and C.U.P.E.'s Negotiating Committee shall meet to monitor how the language contained in the Letter of Agreement on attendance requirement, sick leave, replacement coverage and lieu time has impacted on the Budget for the 2001-2002 school year for C.U.P.E., Local 4153.

During the 2001-2002 Budget Year \$1.1 million has been included in the Budget to address replacement coverage for C.U.P.E., Local 4153. By March 15th, Board Representatives and C.U.P.E.'s Negotiating Committee will review all the replacement cost dollars to date to determine if this plan is on target and if it is successful.

At year end (August 31, 2002), a review will be conducted by Administration and C.U.P.E.'s Negotiating Committee as to all the replacement cost dollars attributed to this bargaining unit to determine whether or not there are savings generated as a result of this language. The Board and the Union agree to share 50/50 in any savings or deficits in replacement costs for the 2001-2002 school year. It is understood that should there be a savings, the Board and C.U.P.E.'s Negotiating Committee will meet to determine the allocation of the savings.

Dated at Hamilton this 28th day of June, 2001.

ON BEHALF OF C.U.P.E., LOCAL 4153

ON BEHALF OF THE BOARD

**LETTER OF AGREEMENT
BETWEEN**

**THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD
AND
C.U.P.E., LOCAL 4153**

The Board agrees that no member of C.U.P.E., Local 4153 on permanent staff as of date of ratification will be laid off (excluding the non-instructional periods for Cooks) during the lifetime of the Collective Agreement. The Board also agrees that during the lifetime of the Collective Agreement, any job loss in the bargaining unit will be done through attrition.

Dated at Hamilton this 28th day of June, 2001.

ON BEHALF OF C.U.P.E., LOCAL 4153

ON BEHALF OF THE BOARD
