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COLLECTIVE AGREEMENT

BETWEEN:

**THE WATERLOO CATHOLIC
DISTRICT SCHOOL BOARD**

- AND.

**SERVICE EMPLOYEES' INTERNATIONAL
UNION, LOCAL 220, A.F.L., C.I.O., C.L.C.**

EXPIRY: AUGUST 31, 2001

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COLLECTIVE AGREEMENT

BETWEEN:

THE WATERLOO CATHOLIC DISTRICT SCHOOL BOARD

(hereinafter called "the Employer" or "the Board")

OF THE FIRST PART

and -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 220, A.F.L., C.I.O., C.I.C.

(hereinafter called "the Union")

· **OF THE SECOND PART**

ARTICLE 1 • GENERAL PURPOSE

- 1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees covered by this Collective Agreement and to provide the orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

ARTICLE 2 - UNION RECOGNITION OR SCOPE OF AGREEMENT

- 2:01 (a) The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer engaged in maintenance, services, plant operations, storepersons and couriers of the Employer save and except forepersons and persons above the rank of forepersons, office staff, students employed during the school vacation period and Co-op Plan, University students, paraprofessionals.
- (b) for the purpose of 2:01 (a) (i) and (ii) "maintenance service and plant operations" mentioned above specifically mean building and ground maintenance and service operations related to building and grounds

(referred to as plant) and does not include such specialized maintenance and services as library book maintenance, audio visual equipment maintenance, musical instrument maintenance, library services, psychological services, guidance services, etc.

2:02 The Employer will keep the union Office and the Union Committee Members supplied with a current copy of its list of administrative officials, supervisory staff, trustees and principals, as issued for general school use. The Union will keep the Employer supplied with a current copy of its list of officers and Committee Members.

2:03 Each of the parties hereto agree that there will be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, family status, or handicap.

Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employees because of membership or non-membership in the Union, which is hereby recognized as a voluntary act on the part of the individual concerned.

2:04 The Union is recognized as the sole collective bargaining agent for all employees of the bargaining units defined above and the Employer agrees that it will not enter into any other agreement with employees as therein defined either individually or collectively which will conflict with any provisions of this Agreement

2:05 (a) Unless otherwise specified, all of the subsequent provisions of this Collective Agreement apply to employees specified in Article 2:01 (a) (i) and Article 2:01 (a) (iii) above.

(b) All of the subsequent provisions of this Collective Agreement apply to employees specified in Article 2:01 (a) (ii) above, except these Articles listed in Appendix "A" attached hereto and forming part of this Collective Agreement.

Appendix "B" attached hereto and forming part of this Collective Agreement sets out the additional provisions which apply only to employees specified in Article 2:01 (a) (ii).

- 2:06 The Employer and the Union agree that harassment of any kind will not be tolerated. The Union agrees to counsel its members on the issue and the employer agrees to acquaint all employees with the harassment policy and to implement this policy.

ARTICLE 3 - JOB SECURITY

- 3:01 (a) The Employer agrees that no employee will suffer loss of employment or reduction of standard hours with the Board as a result of any contracting out of work during the lifetime of this Agreement. 1E2

- (b) Supervisors and all persons excluded from the bargaining unit will not be permitted to do work performed by the bargaining unit to the extent that it causes a layoff or reduction of standard hours of work for employees.

- 3:02 In the event of the Board considering the contracting-out of any work normally performed by employees in the Bargaining Unit, the matter will be discussed with the union committee. The Board will take suggestions made by the Committee into consideration, along with all other circumstances, when making a decision. 1E1

It is understood and agreed, however, the Board does not need to contact the Union in the use of Temporary Placement Agencies which will not be used for more than ten (10) consecutive working days at one time unless extended by mutual consent of the parties. 1

- 3:03 The words "contracting out" in this Article are also intended to mean sub contracted, transferred, leased, assigned or conveyed.

ARTICLE 4 - UNION SECURITY

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- 4:01 All employees shall have Union Dues deducted monthly as a condition of employment. In the case of new employees such deduction shall take effect on the first regular deduction date following the first thirty (30) calendar days of employment calculated from the date of employment.
 - 4:02 The Employer agrees to deduct from the first pay in each month such Union Dues and shall remit same to the Secretary-Treasurer of the Union in London on or before the fifteenth (15th) of the month following the month in which the deductions were made. The Employer shall when remitting the dues, list the names of the employees from whose pay such deduction have been made. T-4 slips shall show deductions made for Union Dues.
 - 4:03 The Union agrees to save the Employer harmless from deductions so made from employees' pay.
 - 4:04 Neither the Union nor its members shall conduct or participate in Union meetings or other Union activities on the Employer's time or on the Employer's premises, except as expressly provided for in this Agreement, without prior consent from the Superintendent of Plant Operations and Maintenance Services or his designate.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5:01 The Union acknowledges that it is the exclusive function of the Employer to hire, assign work, promote, demote, transfer, suspend, and lay-off subject to the terms of this Collective Agreement, and also the right of the Employer to discipline or discharge any employee for just cause.
- 5:02 The Union further recognizes the right of the Employer to operate and manage and conduct its schools in all respects in accordance with its commitments and responsibilities.
- 5:03 The Employer has the right to make and alter reasonable rules and regulations and ensure they are observed by the employees but will advise the Union Committee in advance of any alterations to give it the opportunity of commenting on the alterations.
- 5:04 Without limiting the generality of the foregoing provisions it is expressly understood and agreed that any breach of the Employer's rules will be

sufficient cause for the discipline of an employee including, in serious cases, dismissal.

- 5:05 The Employer recognizes that the employee has recourse through the Complaint and Grievance Procedures if they feel that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

ARTICLE 6 - UNION COMMITTEE

- 6:01 Effective September 1, 1994 the Union shall elect or otherwise select and the Employer shall recognize a Union Committee, consisting of not more ~~than five~~ (5) employees. The Employer will meet with the Union Committee on any matter properly arising out of this Agreement, and/or to process grievances in accordance with the Grievance Procedure, and/or to conduct negotiations for, or renewal of, this Agreement. 10/1+2
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- 6:02 (a) The Union acknowledges that the Union Committee has regular duties which must be performed on behalf of the Employer and that such employee will not leave their regular duties without obtaining permission to do so from their Supervisor. Permission to leave their regular duties will not be unreasonably withheld by the affected Supervisor.

- (b) It is agreed there will be no deduction from the pay of the Union Committee members for time spent while meeting with representatives of the Employer during the Union Committee's scheduled working hours.

- 6:03 Providing there are matters arising out of the Agreement to be discussed, the Union Committee and the Employer Representatives will meet each month. Such meeting will be arranged within one week after one party notifies the other by letter of the matters for discussion. The Employer agrees to prepare an agenda for these meetings outlining the date, the time and matters to be discussed, with such agenda sent to all persons who are to be present at the meeting.

ARTICLE 7 - COMPLAINT PROCEDURE

- 7:01 It is the mutual desire of the parties hereto that complaints of the Employer or of the employees will be adjusted as quickly as possible.

- 7:02 If an employee has a legitimate complaint, they shall first take it up verbally with the appropriate Supervisor or designate (Supervisor of Custodians or the

Manager of Plant Operations) within two (2) months of the incident giving rise to the complaint. The Supervisor shall give an answer within ten (10) working days after the employee has lodged the complaint.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8 01 If the complaint is not settled, it shall be reduced to writing and submitted as a grievance to the Superintendent of Plant Operations and Maintenance Services, or designate, within ten (10) working days of the Supervisor's reply. Whenever possible, the written complaint shall indicate the specific Article of the Agreement that is being violated. It is understood, however, that a grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement.

The decision of the Superintendent of Plant Operations and Maintenance Services will be communicated to the employee in writing within ten (10) working days of receipt of the written grievance.

- 8:02 If the grievance is not satisfactorily settled, the Union Committee will request within ten (10) working days of receipt of the reply that it be discussed with them at a special meeting of such Committee of the Board which, from time to time, is designated for the purpose of communicating with the union Committee.

Such special meeting shall be held within ten (10) working days of receipt by the Superintendent of Plant Operations and Maintenance Services of a written request from the Union Committee or within such further time as may be mutually agreed upon. No matter other than the grievance in question shall be discussed except by the mutual consent of the parties.

- 8 03 It is agreed that the Union Representative of Local 220, may be present with the union Committee at the request of either the Union or the Board.
- 8 04 Whenever any grievance cannot be settled within ten (10) working days after it has been discussed at such special meeting between the Committees, it may be referred to arbitration, providing that the request from the Union to submit the grievance to arbitration is communicated to the Employer within thirty (30) days of the Employer's reply as a result of the above meeting between the two Committees.

- 8:05 Where differences arise between the parties concerning the interpretation or violation of this Agreement which may be considered as policy matters, the difference between the two (2) parties shall be reduced to writing by the Union Committee and submitted to the Superintendent of Plant Operations and Maintenance Services or his designate within two (2) months of the incident giving rise to the grievance.
- 8:06 If the matter of the policy grievance is not satisfactorily settled by the Superintendent of Plant Operations and Maintenance Services, it is understood that it may be carried through the balance of the Grievance Procedure beginning at Article 8.02. The reply of the Superintendent of Plant Operations and Maintenance Services will be within ten (10) working days of receipt.
- 8:07 It is agreed and understood that if the Employer has a grievance concerning the general conduct of the employees or of the Union, it may, by letter addressed to the Union Committee or its Chairperson, within two (2) months of the incident giving rise to the complaint, request that a special meeting be held and the procedure as provided for in Article 8, Grievance Procedure, would follow.
- 8:08 If any employee claims that they have been unjustly discharged they may, within five (5) working days of receiving written notification of discharge, a copy of such notification having been sent to the Chairperson of the Union Committee, have a written grievance submitted to the Manager of Human Resource Services by a member of the Union Committee. The Manager of Human Resource Services will call a special meeting as outlined in Clause 8.02 to discuss the grievance.
- If the grievance is not satisfactorily settled, it will be carried forward to conclusion as outlined in subsequent clauses in the Grievance Procedure article.
- 8:09 A representative of the Union will be allowed at any stage of the Complaint and/or Grievance Procedure to make representation on behalf of the Union or Union member. The Board will be allowed representation at any stage of the Complaint and/or Grievance Procedure.
- 8:10 All Article 8 - Grievance Procedure timelines may be extended by mutual consent of the parties.

- 8:11 Where two (2) or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees may sign the grievance form and submit the grievance at Step 8.01 of the Grievance Procedure. This grievance will be processed as one (1) grievance.

ARTICLE 9 - ARBITRATION PROCEDURE

- 9:01 When either party requests that a grievance be submitted to arbitration the request shall be in writing addressed to the other party of the grievance and shall at the same time name one person as its appointee to the Arbitration Board.
- 9:02 The recipient of the notice shall, within ten (10) days of receipt of same, name one person as its appointee to the Arbitration Board. If the recipient fails to name a nominee within ten (10) days, the party requesting arbitration shall apply to the Office of Arbitration of the Ministry of Labour of the Province of Ontario for the appointment of a nominee.
- 9:03 The two (2) appointees shall, within five (5) days of the appointment of the latter, meet or contact each other in an endeavour to agree upon a third person to act as Chairman. If the two (2) appointees fail to agree upon a Chairman within the said five (5) days, they shall request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman forthwith.
- 9:04 The proceedings of the Arbitration Board shall be expedited by the Employer and the Union. The decision of the majority of such Board shall be final and binding upon the parties, but the Board of Arbitration shall not be authorized to make, nor shall they make any decision or recommendation inconsistent with the provisions of this Agreement, nor shall they have the power to add to, subtract from or modify any of the terms of this Agreement.
- 9:05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 9:06 Each party shall bear the expense of its own appointee and its witnesses and the expense of the Chairman shall be shared equally by both parties. No costs of any arbitration shall be awarded to or against either party.
- 9:07 No person may be appointed as an arbitrator who has been involved in any attempt to settle the grievance.

- 9:08 Nothing in this Agreement or the other subsections of this article shall prevent the parties to this Agreement from agreeing on a single arbitrator, to hear and decide any **matter** which may be referred to arbitration. If the parties agree to the use of a single arbitrator, then the cost of such arbitrator shall be shared equally by the parties.
- 9:09 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangement will be made to permit the conferring parties or the Arbitration Board to have access to any part of the Employer's premises to view any working condition which may be relevant to the settlement of the grievance.

ARTICLE 10 - STRIKES AND LOCKOUTS

- 10:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 11 - SENIORITY

- 11:01 New employees shall serve as probationary employees until they have completed ninety (90) calendar days of service. When an employee has completed the probationary period their seniority shall date from their original date of hiring.
- 11:02 Fundamentally, the rules respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Employer consistent with consideration of qualifications and ability to perform the work.
- 11:03 (a) Effective January 1, 1999, a separate list shall be established for both full-time and part-time employees. The full-time seniority list will consist of the employees' names and dates of hire. For part-time employees, the seniority list shall consist of the employees' names and dates of hire.
- (b) in the event of a proposed layoff, the Employer shall:
- (i) endeavour to provide the Union with four (4) months notice;

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- (ii) the Employer agrees to notify the Union in advance of any technological changes or reductions in staff the Employer has decided to introduce which will affect employees within the bargaining unit.
 - (iii) provide employees with notice of layoff as per the Employment Standards Act.

The Employer also agrees to discuss these changes with the Union and consider practical ways and means of minimizing the effect, if any, upon employees concerned.

(c) if the Employer is required to reduce staff:

- (i) temporary employees will receive notice first;
 - (ii) probationary employees will be laid-off next;
 - (iii) lay-off notices will then be given to least senior employees in locations identified by the Employer.
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(d) An employee who has been notified of a layoff may:

- (i) accept the layoff or;
 - (ii) bump the least senior employee within the bargaining unit provided that the bumping employee has the qualifications and is able to perform the work. If the reduction includes more than one employee, the most senior laid off employee will have the first opportunity to choose a position from the corresponding number of openings. The next senior employee will then choose and so on.
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it is understood that full-time employees will choose from the least senior full-time positions and part-time employees will choose from the least senior part-time positions.

HC The employer will provide a maximum of four (4) weeks of training and orientation to those employees whom bump into a new position.

11:04 An employee will lose all seniority rights and deemed to have terminated employment with the Board in the event that:

- (a) The employee is discharged for just cause and is not reinstated through the grievance or arbitration procedure.
- (b) The employee resigns or quits.
- (c) If an employee fails to report within three (3) days after receiving a written notice of recall by Registered Mail at their last address according to the records of the Employer, that they intend to return to their position with the Board stating the date of their return, which date shall not be more than seven (7) days thereafter or any greater number of days mutually agreed upon by the Board and the employee fails to actually return by the date they so stated. It is agreed that the Chairperson of the Union Committee will be sent a copy of the written notice. It is the duty of the employee to notify the Board promptly of any change of address. If an employee fails *to* do this, the Board will not be responsible for failure of a notice sent by Registered Mail to reach such employee.
- (d) If an employee engages in gainful employment while on a leave of absence.
- (e) If the employee is absent from work in excess of three (3) consecutive working days without giving a satisfactory reason to the Board.
- (f) Effective September 1, 1985, an employee is absent from work due to accident or illness for a period of more than two (2) years after the employee's sick leave has been exhausted but, in any event not more than a total of three (3) years.
- (g) An employee is absent from work due to lay-off for a period of more than two (2) years. *BEI*
- (h) Employees who have been terminated under Article 11:04 (f) above who are able to return to normal duties will be given consideration for any job openings, following the exhaustion of the posting procedure for full time employees and the consideration of part time employees for a period of up to two (2) years after their termination.

It is the employees responsibility to keep the Board informed of their current address and their desire to be considered for any vacancies,

- (i) This Article shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- (j) In respect to workplace accidents or illness, this Article shall be interpreted in a manner consistent with the Workplace Safety and Insurance Act.

- 11:05 (a) When a vacancy occurs in any position in this Bargaining Unit which the Board requires to be filled, written notice of such vacancy shall be forwarded to each school and each department to be posted on bulletin boards used for displaying job postings no later than one (1) month from the date of vacancy.

In the event of the Board considering not filling a vacancy under 11:05 (a), the matter will be discussed with the Union Committee. The Board will take suggestions made by the Committee into consideration, along with all other circumstances, when making a decision.

The Board agrees that a decision not to fill a vacancy under 11:05 (a) will not be used solely to erode Bargaining Unit positions.

- (b) Any employee may within ten (10) working days of receipt of such notice, file with the Employer his desire to be transferred to fill such vacancy.

Notice will be deemed received with two (2) working days following notification.

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- (c) If more than one (1) employee files notice with the Employer preference shall be in order of their seniority, provided the senior employee has the necessary qualifications and is able to perform the work.

- (i) Effective January 1, 1999, with respect to calculating a part-time employees seniority when competing for a posting, the calculation will be as follows.

The original date of hire of the part-time employee will be used to calculate their equivalent full-time seniority. For employees

whose normal working hours are between 16 and 24 hours per week, the calculation will be based on 60% of the time between their original hire date and the closing date of the posting.

The original date of hire of the part-time employee will be used to calculate their equivalent full-time seniority. For employees whose normal working hours are less than 16 hours per week, the calculation will be based on 40% of the time between their original hire date and the closing date of the posting.

(e.g. Original hire date January 1, 1990 - Posting closing date January 1, 1998. Employee between 16 and 24 hours per week
 $= 96 \text{ months} \times 60\% = 4 \text{ years } 10 \text{ months (October 1, 1994)}.$

- (d) An employee who has been denied a transfer will be advised in writing within ten (10) working days of the position being filled. The Union Committee members will be informed of the successful applicants.
- (e) (i) The Employer will carry out written notification of job vacancies as outlined in (a) as follows:

Positions of more than 24 hours per week

Up to and including two (2) progressive job vacancies resulting from the placement of the successful applicant in the original posting.

positions of between 11 & 24 hours inclusive per week

Up to and including one (1) progressive job vacancies resulting from the placement of the successful applicant in the original posting.

Positions of less than 11 hours

Job vacancies will not be posted, but preference will be given to existing staff who have requested additional hours.

All employees in the bargaining unit may apply for positions.

- (ii) Employees may register with the Employer their request for placement in job openings that were not required to be posted in accordance with article 11:05 e (i).

- (f) When there are employees on the recall list, the job posting procedure will be amended so that part-time employees may only apply to the part-time opening and full-time employees may only apply to full-time openings.

In addition:

- (i) Recall to full-time vacancies will be open only to full-time employees on the recall list.
- (ii) Recall to part-time vacancies will be open only to part-time employees on the recall list.

When employees are recalled to work after a lay-off, they shall be called in reverse order to that in which they had been laid-off.

- (g) Once the recall process is complete, Article 11:05 (a) through (e) shall resume.
 - (h) All job postings will be filled unless other arrangements are mutually agreed upon by the Union and the Employer.
 - (i) An employee who successfully posts into a new position/location, shall be entitled to post into one (1) subsequent posting in a 12 month period from the closing date of the posting for while they were successful.
- 11:06 The Employer will notify the Union Office as soon as possible after commencement of employment, of the names of all new employees and their effective dates of hiring. Notification as to terminating employees will also be submitted to the Union Office showing the effective date of termination.
- 11:07 A seniority list containing the names of all employees of the Employer showing the hiring date of each employee will be made available to each employee and the Union Office no later than December 15 of each year, with an effective date of December 1. The seniority list shall be updated again on May 1 of each year, and sent to the Union Chairperson by May 15.

Apparent discrepancies must be reported by the employee to the Union Committee and the Manager of Human Resource Services within thirty (30) calendar days of receipt. Thereafter the list will be deemed correct.

- 11:08 No later than October 15 of each year every employee will be issued a statement outlining his or her unused sick leave accumulation as of the end of August 31st. Apparent discrepancies must be reported by the employee to the Union Committee within thirty (30) calendar days of receipt. Thereafter the information will be deemed correct.

These deadline dates can be extended by mutual consent of the parties

- 11:09 If an employee posts into a position as a result of a "Special Posting" that employee will become permanent in that position if the person that they replace is absent from regular working duties for a period of two (2) years from the date of absence.

Any employee selected for this "Special Posting" under Article 11:09 above, upon return of the absent employee within this period, will bump the lowest position on the seniority list that they have the qualifications and ability to perform the work.

- 11:10 Nothing herein shall prevent the Employer from making temporary transfers, or hiring temporary substitutes in case of emergency, illness, etc. without applying the seniority provisions of this Agreement.

After six (6) months of service, temporary employees will be eligible to participate in the Health and Welfare Program as outlined in Article 24, except for participation in O.M.E.R.S. and Dental benefits.

For the purpose of this Collective Agreement, temporary employees hired under Article 11:10 shall not be covered under:

Article 3 - job Security - all Articles
 Article 11- Seniority - all Articles except Article 11:10
 Article 15 - Vacations - all Articles
 Article 17 - Sick Leave - all Articles
 Article 18 - Personal Leave of Absence - all Articles
 Article 23 - Pension Plan - all Articles
 Article 24 - Health and Welfare - all Articles unless specifically allowed
 as outlined in Article 11:10

Seniority and service is to be credited for time worked if the temporary employee is hired on a full time basis effective January 1, 1993.

ARTICLE 12 - WAGES

- 12:01 The Employer agrees to pay the Salary Classification in accordance with Schedule "A" which is hereby made a part of this Agreement.
- 12:02 It is understood and agreed that when an employee is transferred/posts from one position/location to another, the employee shall serve a three (3) month trial period in the new job with the position on the wage scale for the new job determined by their total seniority with the Board. if the employee proves unsatisfactory or requests a transfer within the trial period he/she will be transferred to the next available opening. The next available opening will be determined as follows:
- i) The Board will refer to the list of applicants for the original posting and transfer the next qualified senior applicant willing to transfer.
 - ii) In the event that there is not a willing applicant identified in (i) above then the position will be posted but not the subsequent opening.
 - iii) The opening resulting from (i) or (ii) above will be filled by the employee to be transferred.
- 12:03 All employees will receive their salaries based on a two-week pay period to be paid on the Thursday following the period.

ARTICLE 13 - HOURS OF WORK

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- 13:01 (a) The standard hours of work for all employees working more than twenty-four (24) hours per week will be forty (40) hours per week based on five (5) days of eight (8) hours each day, Monday through Friday.
- (b) For all employees working twenty-four (24) hours per week or less, the normal work week *or* less, the normal work week shall be regulated by the Employer after discussion with the Union Committee,
- For all employees working twenty-four (24) hours/week or less the normal work week will be confined to five (5) days per week, Monday through Friday.

- 13:02 (a) (i) For all employees working more than twenty-four (24) hours per week the standard day shift hours will be arranged to start no earlier than 7 a. m. and ~~to~~ end no later than 6 p.m. Employees performing custodial type work will work a nine (9) hour span with one hour off for a lunch break; others will work an eight and one-half (8 1/2) hour span with one-half (1/2) hour off for a lunch break.
- (ii) The hours of work for the Courier will be arranged to start no earlier than 6:30 a.m..
- (b) (i) From the first full week following the last official day of school in June until the last full week ending prior to the first official start of school in September inclusive, a revised schedule affecting all employees working more than 24 hours per week will be implemented to the following extent:

Monday	7 am to 4:30 pm	-	9 hours
Tuesday	7 am to 4:30 pm	-	9 hours
Wednesday	7 am to 4:30 pm	-	9 hours
Thursday	7 am to 4:30 pm	-	9 hours
Friday	7 am to 11:00 am	-	4 hours

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with a thirty (30) minute lunch period from Monday to Thursday

In addition, during the Mid Winter Break and the Christmas Break although the hours of work will not be changed as above, the employees will take a thirty (30) minute lunch period Monday to Friday.

- (ii) From the first full week following the last official day of school in June until the last full week ending prior to the first official start of school in September inclusive, the Christmas Break and the Mid-Winter Break, employees working 24 or fewer hours per week will be entitled to bank hours and utilize these banked hours only during these specified time periods.
- (c) During the months of July and August secondary schools and the Board office -Complex will be staffed on Friday afternoons as required by one custodian on a rotating basis within the standard 40 hour work week.

- 13:03 It is understood and agreed that the Board has the right to establish an afternoon shift in any school and the Board Office (Building Complex). Assignment to the afternoon shift, other than in emergency situations, will be made on the basis of lowest seniority if no employee requests the position as a result of a job posting
- 13:04 (a) The standard afternoon shift hours will be arranged to start no earlier than 3:30 p.m. and end **no** later than 11:30 p.m. with a paid lunch period of twenty (20) minutes.
- (b) The standard afternoon shift hours for Secondary school: may be arranged to start **no** earlier than 1 p. m. and end no later than 11:30 p. m. with a paid lunch period of twenty (20) minutes at the Board's High Schools only.
- 13:05 It is understood and agreed that Head Custodians will not be required to work the afternoon shift except when it is necessary to give direction to employees working an afternoon shift.
- 13:06 The Union Committee will be advised of all changes in shift arrangement prior to their implementation, except in emergency situations.

ARTICLE 14 - OVERTIME

- 14:01 (a) The Employer agrees to pay for authorized overtime at the rate of time and one-half an employee's regular rate of pay for all hours worked in excess of eight (8) hours per day and for all work performed on Saturdays.
- (b) For all authorized work performed on Sundays, an employee shall be paid at the rate of twice an employee's regular rate of pay.
- (c) The Employer will endeavour to make payment for all authorized overtime work performed on the 1st pay of the next month following accumulation of the overtime.
- (d) (i) Maintenance and Custodial staff called out for work between nine p. m. (9:00 p.m.) and six a.m. (6:00 a.m.) of any day of the week or if called out any time on Saturday, Sunday or Statutory Holidays shall be guaranteed a minimum of four (4) hours pay at the applicable overtime rate for each such call out.

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- (ii) Maintenance and Custodian employees who are called back to work after completing their regular shift and after having left their place of employment shall be paid for a minimum of two (2) hours at the rate of time and one-half.
- (iii) In lieu of call-back payment, an employee may take equivalent time off with pay at a mutually agreeable time within thirty (30) days following the call-back or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with Article 14.01 (d) (ii).
- (e) If an employee working 24 or fewer hours is authorized to work in excess of eight (8) hours per day, he/she shall receive one and one-half (1 1/2) times his/her regular straight time hourly rate. Saturdays, Sundays and Paid Holidays are to be paid the same as full time employees.

14:02 If an employee is requested to attend at their school on any paid holiday for any reason, they shall be paid at the rate of time and one-half their regular rate of pay for all time worked in addition to their regular pay for the paid holiday.

ARTICLE 15 - VACATIONS

All employees shall receive vacation pay as follows:

15:01 All employees who have completed less than one (1) year of service as of July 1st, shall be granted four percent (4%) of their gross salary for the vacation pay; it being understood that the employee may at his or her option take a vacation of one (1) or two (2) weeks.

15:02 (a) All employees working more than twenty-four (24) hours per week who have completed one (1) year or more of service as of July 1st shall be granted shall be granted two (2) weeks vacation with pay; such vacation pay to be an amount equivalent to four percent (4%) of such employee's gross salary or eighty (80) hours pay, whichever is the greater.

(b) All employees working twenty-four hours per week or less who have completed one (1) year or more of service as of July 1st shall be granted two (2) weeks vacation with pay; such vacation pay to be an amount equivalent to four percent (4%) of such employee's gross salary:

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- 15:03 (a) All employees working more than twenty **(24)** hours per week who have completed three **(3)** years or more of service as of July 1st shall be granted three **(3)** weeks vacation with pay; such vacation pay to be an amount equivalent to six percent **(6%)** such employee's gross salary or one hundred and twenty **(120)** hours pay, whichever is the greater.
- (b) All employees working twenty-four **(24)** hours per week or less who have completed three **(3)** years or more of service as of July 1st shall be granted three **(3)** weeks vacation with pay; such vacation pay to be an amount equivalent to six percent **(6%)** of such employee's gross salary.
- 15:04 (a) All employees working more than twenty-four **(24)** hours per week who have completed nine **(9)** years or more of service as of July 1st shall be granted four **(4)** weeks vacation with pay; such vacation pay to be an amount equivalent to eight **(8%)** percent of such employee's gross salary or one hundred and sixty **(160)** hours pay, whichever is the greater.
- (b) All employees working twenty-four **(24)** hours per week or less who have completed nine **(9)** years or more of service as of July 1st shall be granted four **(4)** weeks vacation with pay; such vacation pay to be an amount equivalent to eight **(8%)** percent of such employee's gross salary.
- 15:05 (a) All employees who work more than twenty-four **(24)** hours per week who have completed fifteen **(15)** years or more of service as of July 1st, shall be granted five **(5)** weeks vacation with pay; such vacation pay to be an amount equivalent to ten percent **(10%)** of such employee's gross salary or two hundred **(200)** hours pay, whichever is the greater.
- (b) All employees who work twenty-four **(24)** hours per week or less who have completed fifteen **(15)** years or more of services as of July 1st, shall be granted five **(5)** weeks vacation with pay; such vacation pay to be an amount equivalent to ten percent **(10%)** of such employee's gross salary.
- 15:06 (a) All employees who work more than twenty-four **(24)** hours per week who have completed twenty-five **(25)** years or more of service as of July 1st shall be granted six **(6)** weeks vacation with pay; such vacation pay to be an amount equivalent to twelve **(12%)** percent of such employee's gross salary or two hundred and forty **(240)** hours pay, whichever is the greater.

- (b) All employees who work twenty-four (24) hours per week or less who have completed twenty-five (25) years or more of service as of July 1st shall be granted six (6) weeks vacation with pay; such vacation pay to be an amount equivalent to twelve (12%) percent of such employee's gross salary.

15:07 (a) All employees going on vacation shall receive their vacation pay prior to going on vacation, provided that at least three (3) weeks prior notice in writing is given.

- (b) Vacations will be scheduled as follows:
By April 15 of each year, vacation requests will be submitted to the appropriate supervisor for the period of July 1st to June 30th of the following year. Vacations will be confirmed by seniority. The approved vacation schedule for the period will be posted by May 15.

If not posted by May 15 all requests will be deemed confirmed. Those not indicating their preference on this posting will have their vacation approved on a first come basis.

15:08 (a) Employees receiving three (3) weeks vacation or more shall take three (3) weeks during the months of July and August.

Vacation entitlement over three (3) weeks shall be taken at a time mutually agreeable to the Employer and employee. If conflict arises in assigning vacation periods, seniority shall rule.

- (b) Employees receiving four (4) weeks vacation shall take three (3) weeks during the months of July and August.

Vacation entitlement over three (3) weeks shall be taken at a time mutually agreeable to the Employer and employee. If conflict arises in assigning vacation periods, seniority shall rule.

- (c) Employees receiving five (5) or more weeks of vacation shall take three (3) weeks during the months of July and August.

Vacation entitlement over three (3) weeks shall be taken at a time mutually agreeable to the Employer and employee. If conflict arises in assigning vacation periods, seniority shall rule.

- (d) Maintenance employees shall be allowed to take their vacation at any time that is mutually agreeable with the Employer and employee.
- (e) Vacations for employees working twenty-four (24) hours or less per week shall be taken in the months of July and August as determined by the Employer.
- (f) Full-time employees covered under 15:08 (b) and (c) may request five (5) single vacation days. The single vacation days must be mutually agreeable to the Employer and employee. It is understood that 15:08 (b) and (c) will still apply.

15:09 Gross salary for vacation purposes as mentioned above will be defined as:

all wages received as hourly rate, overtime, shift premium, paid holidays, paid compassionate leave, previous year's vacation pay and sick leave.

ARTICLE 16 - PAID HOLIDAYS

16:01 All employees shall be paid for holidays listed below, subject to conditions as shown:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Day before Christmas
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

Floating Holiday in lieu of Remembrance Day to be taken at a mutually selected time, provided that:

- (a) the employee is not absent without leave on the days he/she is scheduled to work immediately preceding and following the holiday;
- (b) Easter Monday and the Day before Christmas are paid holidays only if they are declared school holidays by the Ontario Government Ministry of Education.

If the Ontario Government Ministry of Education does not declare Easter Monday and the Day before Christmas as school holidays, two (2)

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floating days will be granted in lieu of these two (2) days. They will be taken as common days at a time mutually agreed by the parties.

- 16:02 When a paid holiday as outlined above in Clause 16:01, with the exception of Easter Monday and the Day before Christmas, falls on a Saturday or Sunday, the Friday preceding, the holiday or the Monday following the holiday, whichever is mutually agreed on, will be considered the holiday for all intents and purposes of this Collective Agreement.
- 16:03 If a paid holiday occurs during an employee's vacation period, the paid holiday will be added to the said vacation period or taken during July or August.

ARTICLE 17 - SICK LEAVE

- 17:01 It is agreed that each seniority employee who is actively at work on September 1st of each year will be credited with twenty-four (24) days sick leave per year without loss of pay.

The twenty-four (24) days will be pro-rated on the basis of two (2) days per month for new employees.

Employees with seniority who are not actively at work on September 1st will be credited with twenty-four (24) days upon their return.

A day is defined as whatever the employee is scheduled to work at time of illness. When the employee moves from part time to full time, the number of accumulated days will be divided by two (2).

- 17:02 It is agreed that one hundred percent (100%) of the unused portion of such sick leave will be cumulative up to two hundred and forty (240) days.
- 17:03 The Board may require an employee to produce a physician's certificate to support an absence on account of sickness in excess of two (2) days. If it has expressly notified the employee, the Board may, at their expense, require the employee to produce such a certificate to support an absence on account of sickness of any duration. An employee must make every reasonable effort to notify the supervisor concerned of any absence due to sickness.
- 17:04 When an employee is absent as a result of an accident while at work and as a result is awarded Workers' Compensation, the Board shall continue to pay

the employee and claim all Workers' Compensation reimbursement cheques subject to the following conditions:

- (1) The percentage difference between what the Board pays the employee and what the Board receives from the Workers' Compensation Board shall be deducted from the unused sick leave days accumulated by the employee.
- (2) When the unused sick leave days are exhausted, the Board shall remit all Workers' Compensation cheques to the employee.

17:05 **Pregnancy/Parental Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The service requirement for eligibility for maternity leave shall be thirteen (13) weeks of continuous service before the expected date of birth.
- (c) The employee shall give written notification two weeks prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Employer with her doctor's certificate as to pregnancy and expected date of delivery.
- (d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects in writing, to continue her share of the premiums.

Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

Credits for seniority shall accumulate during the period of the leave

- (e) This employee shall reconfirm her intention to return to work on the date originally provided to the Employer in 17:05 (c) above by written notification received by the Employer at least two weeks in advance thereof.

- (f) This employee shall be reinstated to her former position, if available, or given a comparable position at not **less** than her wages when she began her leave of absence.

Parental Leave

- (g) An 'employee' who is a parent and has been employed for at least thirteen (13) weeks before the **birth** of a child, or **thirteen (13)** weeks before the child came into a parent's custody, care and control for the first time, is entitled to an **18** week unpaid parental leave.
- (h) Both parents will be eligible to take a parental leave and each parent is eligible to take **18** weeks. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.
- (i) **For a natural mother, parental** leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a parent.

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For fathers and adoptive parents, parental leave must commence within 35 weeks after the birth or after the child first comes into the custody, care and control of a parent.

- (j) An employee who is entitled to a parental leave is required to give the Employer two weeks written notice prior to the commencement of the leave. **II** they do not specify when the leave will end, it will be assumed that they wish to take the maximum leave.
- (k) An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two weeks notice before the earlier date, or to a later date giving two weeks notice before the leave was to begin.
- (l) If the employee stops work because the child has arrived earlier than expected, the employee has two weeks from that date to give the Employer written notice of their intent to take the parental leave.

ARTICLE 18 - PERSONAL LEAVE OF ABSENCE

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- 18:01 The Employer may grant leave of absence without pay, for personal legitimate reasons

ARTICLE 19 - UNION LEAVE OF ABSENCE

- 19:01 The Employer shall grant leave of absence to employees to attend Union Conventions, Seminars, Educational Classes or other Union business. In making application for leave of absence for Union business, it is understood that the application will be in writing and in the hands of the Manager of Plant Operations at least seventy-two (72) hours prior to the commencement day of such leave of absence. Where leave of absence for Union business is requested it is understood that the Union will not request leave of absence for more than two (2) employees at one time with the exception of the annual Local 220 Union Officers' Conference and that the leave of absence shall be granted without pay. It is understood and agreed that the Employer will continue to pay the employee(s) for the period of the leave of absence and then submit an account to the Union for the employee(s) lost wages together with a ten percent (10%) administrative cost charge.
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- 19:02 The period of absence for any individual shall not exceed fourteen (14) days in any one instance with an overall aggregate of not more than four (4) such periods of absence to be granted in any one year.
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- 19:03 (a) An employee who is elected or appointed to office in the Service Employees International Union, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to two (2) years.

- (b) During such leaves of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employer's contribution to said benefits. The employee agrees to notify the Employer of the employee's intention to return to work within one (1) month following termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer as required, or be transferred to the employee's previous position if the substitution was a transfer.
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- (c) Employees on leave of absence under this Article shall continue to accumulate all rights and privileges under this Agreement.

ARTICLE 20 - COMPASSIONATE LEAVE

- 20:01 In the event of the death of an employee's spouse, child, or parent, the employee shall be granted such time off without loss of regular pay as may be required to enable the employee to have up to five (5) working days within an eight (8) calendar day period beginning with the date of death.
- 20:02 In the event of the death of an employee's brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, the employee shall be granted such time off without **loss** of regular pay as may be required to enable the employee to have three (3) working days within an eight (8) calendar day period beginning with the date of death.
- 20:03 **At the discretion of the Custodial Supervisor (for Custodial/Part-Time Staff or the Manager of Plant Operations/Assistant Manager of Plant Operations (for Maintenance Staff, one (1) day may be granted to attend a funeral or to handle estate affairs.**
- 20:04 **Family Related Leave**
- Short-term Leave for a very good reason may be granted at the discretion of the Custodial Supervisor (for Custodial/Part-Time Staff or Manager of Plant Operations (for Maintenance Staff with pay.
- 20:05 It is understood and agreed that step family members are to be considered on the same basis as normal family members for the purposes of compassionate leave.

ARTICLE 21- JURY DUTY

- 21:01 Time will be allowed with no **loss** of pay for an employee called for jury duty or subpoenaed as a witness. In such instances, the employee will receive full pay from the Board and in turn will turn over to the Board all remuneration received for Jury Duty or Witness Service. The Board may require the employee to furnish a certificate of service signed by the Clerk of the Court.

ARTICLE 22 - GENERAL

- 22:01 It is understood and agreed that the Employer will recognize for all purposes including the terms of this Collective Agreement, the prior service of all its employees in the individual Boards now comprising the Waterloo Region Roman Catholic Separate School Board and now coming under the scope of this Bargaining Unit.
- 22:02 An employee, shall, upon written request to the Manager of Human Resource Services be granted the opportunity to view their personal file. Information to be viewed will be:
1. Application form;
 2. Written warnings and evaluations;
 3. Incident reports;
 4. Medical file.

Discipline notations in an employee's file will be removed after eighteen (18) months except where the incident leading to the discipline are being or were investigated in accordance with a Board policy and/or a grievance is outstanding.

ARTICLE 23 - PENSION PLAN

- 23:01 The Employer will match the contribution made by the employee to the Ontario Municipal Employees Retirement System (OMERS).

The provisions of the Ontario Municipal Employee's Retirement System (O.M.E.R.S.) shall be made available to all Part Time Bargaining Unit employees who are eligible and who have opted to participate in O.M.E.R.S.

- 23:02 (a) Effective September 1, 1995 employees covered by this Agreement will automatically retire from the employ of the Board on the first day of the third month following the date on which they reach sixty-five years of age.

ARTICLE 24 - HEALTH AND WELFARE

- 24:01 The Board agrees to contribute 90% towards the premium of the Extended Health Care Plan for all eligible employees who work more than (24) twenty-four hours per week who request to participate in the plan

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24:02 The Board agrees to pay 100% of the premium to provide \$50,000.00 of Group Basic Life Insurance coverage and a Disnienibernient Insurance Plan, approved by the Board for each eligible employee who work more than twenty-four (24) hours per week as a condition of employment.

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24:03 The Board agrees to contribute 90% towards the premium of the Dental Plan for all eligible employees who work more than twenty-four (24) hours per week who request to participate in the Plan.

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The ODA Schedule will remain two (2) years behind the annual publishing of the ODA Schedule.

24:04 Part or all of the increased contributions towards the Employer Health Tax (E.H.T.), Extended Health, Dental Benefits, and Life Insurance Benefits will be covered by the U.I.C. Discount Return.

24:05 Every new eligible employee must participate as a condition of employment in the Extended Health and Dental Plans as outlined in Article 24. It is understood that employees who are covered for Extended Health Care and Dental insurance as dependents on a spousal plan are not obligated to participate in the Extended Health Care and Dental insurance.

24:06 The Board shall make Canada Savings Bonds and Registered Retirement Savings Plans available for purchase through the Board approved payroll deduction plan.

24:07 The Employer will commence payment of premiums for any applicable insurance for new employees effective the first of the third month of hire.

24:08 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution the Employer shall notify the Union to explain the proposed change and to ascertain the view of the employees. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.



- 24:09 Once an employee is no longer receiving a salary from the Board due to accident, sickness, leaves, etc., the Board will cease payment of premiums. The employee will be allowed to continue the benefits at their own expense subject to the conditions of the plan and the conditions of this Collective Agreement.

Employees who were not receiving salaries since August 31, 1985 for reasons outlined above, are excluded from this clause and will continue to be treated as if the contract of August 31, 1985 was still in effect. If these employees return to work after August 31, 1985 the conditions of September 1, 1985 will begin to apply.

- 24:10 For employees working (24) twenty-four hours or fewer per week, the Board will contribute a pro-rated amount of premium according to the hours worked in relation to forty hours per week for benefits referenced in articles 24:01 to 24:03.

ARTICLE 25 - HEALTH AND SAFETY COMMITTEE

- 25:01 The Union shall elect a Health and Safety Committee of up to five (5) employees.
- 25:02 The Employer shall recognize and deal with the Health and Safety Committee on matters relating to the Occupational Health and Safety Act, 1978.
- 25:03 The Health and Safety Committee shall meet every month as part of the regular Union/Employer Meeting. Minutes of all meetings shall be provided to the Employer and to the Chairperson of the Union Committee.



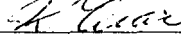
ARTICLE 26 - DURATION AND TERMINATION

- 26:01 This Agreement shall continue in effect from September 1, 1998 to August 31, 2001 and shall continue automatically thereafter for annual terms of one (1) year, unless either party notifies the other in writing the period of three (3) months immediately prior to the annual expiration date that it desires to amend or terminate this Agreement.
- 26:02 Negotiations shall begin fifteen (15) days following notification for amendment as provided in the preceding paragraph. The fifteen (15) days may be extended by mutual consent of the parties.

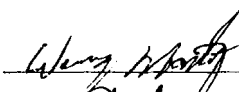
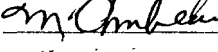
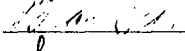
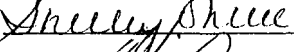
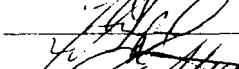
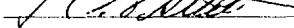
26:03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings under the Ontario Labour Relations Act have been completed whichever date occurs the earlier.

DATED at KITCHENER, Ontario this 10th day of December, 1998.

FOR THE BOARD

FOR THE UNION




 ^{SENEL}

 ^{UNION}

SCHEDULE "A"

Effective September 1, 1998 - 1% increase

<u>Classification</u>	<u>Start</u>	<u>6 Mths.</u>	<u>12 Mths.</u>	<u>18 Mths.</u>
Custodian	14.03	14.39	14.73	15.09
Courier	14.03	14.39	14.73	15.09
Storesperson	14.03	14.39	14.73	15.09
Float	14.03	14.39	14.73	15.09
Part Time	14.03	14.39	14.73	15.09
Head Custodian	14.03	14.39	14.73	15.09
Maintenance II	14.70	15.06	15.40	15.75
Maintenance I	15.66	16.05	16.38	16.72
Maintenance (Certified)	16.53	16.90	17.26	17.58
Plumber	20.22	20.77	21.32	
Electrician	19.13	19.66	20.22	
Carpenter	18.57	19.13	19.66	
Painter	16.39	16.94	17.48	
Stationary Engineer	16.39	16.94	17.48	
Air Cond. Technician	20.22	20.77	21.32	

- * The probationary rate of pay is to be \$2.00 per hour less than the Part Time start rate for employees; such rate of pay to be increased to the starting rate of pay after sixty (60) calendar days.

Spray Painter - 50 cents per hour in addition to the regular rate for the number of hours doing painting.

Spraying Weeds - 50 cents per hour in addition to the regular rate for the number of hours spraying weeds.

Asbestos Removal - 50 cents per hour in addition to the regular rate for the number of hours doing asbestos removal.

Head Custodian Premium

Effective September 1, 1992 persons assigned the responsibilities of a Head Custodian will receive 35 cents per hour above the Custodian rate for the first person assigned to their care plus 10 cents per hour for each additional person assigned to their care.

One (1) Custodian School Premium

Effective September 1, 1992 the Custodian at a one (1) custodian school will receive 35 cents per hour above the custodian rate.

Afternoon Shift Premium

Effective September 1, 1992 employees working the afternoon shift will be paid 55 cents per hour for hours worked in addition to their regular hourly rate.

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SCHEDULE "A"

Effective September 1, 1999 - 1.5% increase

<u>Classification</u>	<u>Start</u>	<u>6 Mths.</u>	<u>12 Mths.</u>	<u>18 Mths.</u>
Custodian	14.24	14.61	14.95	15.32
Courier	14.24	14.61	14.95	15.32
Storesperson	14.24	14.61	14.95	15.32
Float	14.24	14.61	14.95	15.32
Part Time	14.24	14.61	14.95	15.32
Head Custodian	14.24	14.61	14.95	15.32
Maintenance II	14.92	15.28	15.63	15.98
Maintenance I	15.89	16.29	16.63	16.97
Maintenance (Certified)	16.78	17.15	17.52	17.85
Plumber	20.52	21.08	21.64	
Electrician	19.42	19.96	20.52	
Carpenter	18.85	19.42	19.95	
Painter	16.64	17.19	17.75	
Stationary Engineer	16.64	17.19	17.75	
Air Cond. Technician	20.52	21.08	21.64	

The probationary rate of pay is to be \$2.00 per hour less than the Part Time start rate for employees; such rate of pay to be increased to the starting rate of pay after sixty (60) calendar days

Painter - 50 cents per hour in addition to the regular rate for the number of hours doing spray painting. 11/18/50

Spraying Weeds - 50 cents per hour in addition to the regular rate for the number of hours spraying weeds.

Asbestos Removal - 50 cents per hour in addition to the regular rate for the number of hours doing asbestos removal. 11/17/50

Custodian Premium

Effective September 1, 1992 persons assigned the responsibilities of a Head Custodian will receive 35 cents per hour above the custodian rate for the first person assigned to their care plus 10 cents per hour for additional person assigned to their care.

1) Custodian School Premium

Effective September 1, 1992 the Custodian at a one (1) custodian school will receive 35 cents per hour above the custodian rate.

Evening Shift Premium

Effective September 1, 1992 employees working the afternoon shift will be paid 55 cents per hour for all hours worked in addition to their regular hourly rate.

SCHEDULE "A"

Effective September 1, 2000 - 1% increase

<u>Classification</u>	<u>Start</u>	<u>6 Mths.</u>	<u>12 Mths.</u>	<u>18 Mths.</u>
Custodian	14.38	14.75	15.10	15.47
Courier	14.38	14.75	15.10	15.47
Storeperson	14.38	14.75	15.10	15.47
Float	14.38	14.75	15.10	15.47
Part Time	14.38	14.75	15.10	15.47
Head Custodian	14.38	14.75	15.10	15.47
Maintenance II	15.07	15.44	15.79	16.14
Maintenance I	16.05	16.45	16.79	17.14
Maintenance (Certified)	16.95	17.32	17.70	18.03
Plumber	20.73	21.29	21.86	
Electrician	19.61	20.16	20.73	
Carpenter	19.04	19.61	20.16	
Painter	16.80	17.36	17.92	
Stationary Engineer	16.80	17.36	17.92	
Air Cond. Technician	20.73	21.29	21.86	

- The probationary rate of pay is to be \$2.00 per hour less than the Part Time start rate for employees; such rate of pay to be increased to the starting rate of pay after sixty (60) calendar days.

Spray Painter - 50 cents per hour in addition to the regular rate for the number of hours doing painting.

Spraying Weeds - 50 cents per hour in addition to the regular rate for the number of hours spraying weeds.

Asbestos Removal - 50 cents per hour in addition to the regular rate for the number of hours doing asbestos removal.

Head Custodian Premium

Effective September 1, 1992 persons assigned the responsibilities of a Head Custodian will receive 35 cents per hour above the Custodian rate for the first person assigned to their care plus 10 cents per hour for each additional person assigned to their care.

One (1) Custodian School Premium

Effective September 1, 1992 the Custodian at a one (1) custodian school will receive 35 cents per hour above the custodian rate.

Afternoon Shift Premium

Effective September 1, 1992 employees working the afternoon shift will be paid 55 cents per hour for hours worked in addition to their regular hourly rate.

LETTER OF UNDERSTANDINGSAFETY SHOES

Effective September 1, 1990 the Board will contribute seventy-five dollars (\$75.00) towards the purchase of safety footwear for all maintenance employees per contract year upon proof of purchase.

WEEKEND USE OF SCHOOLS

It is agreed that when our schools are used on the weekend, Custodial service will be assigned as required by the Custodial Supervisor. Payment will be made at the applicable overtime rates. The Custodian(s) will be given first right of refusal.

WITNESSED at KITCHENER, Ontario this 10 day of December, 1998.

THE BOARD

[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature] SCHOOL 2
[Signature] (Union)
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LETTER OF UNDERSTANDING

UNIFORMS

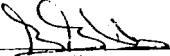
- 1) Effective September 1, 1996 the Board will contribute 100% towards the cost of two uniforms per year for all employees including the Storesperson and Courier classification. The Board will contribute one hundred percent (100%) towards the cost of proper rainy gear for the Storesperson and Courier classifications.
- 2) All employees will receive in addition to uniforms one (1) winter jacket and one (1) spring jacket every five (5) contract years. The Board will contribute one hundred percent (100%) of the cost.

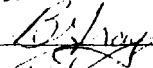
All full time maintenance staff will receive in addition to uniforms one (1) winter jacket one (1) spring jacket every two (2) contract years. The Board will contribute one hundred percent (100%) of the cost.


- 3) Uniforms must be worn during all scheduled shifts.
- 4) The exact type and supplier is at the discretion of the Board.
- 5) At negotiations it was agreed the Board would consult with the Union on the type and of uniforms.
- 6) During July and August employees will have the option to wear walking shorts and single coloured t-shirts. Sandals are not permitted.

DATED at KITCHENER, Ontario this 10th day of December, 1998.

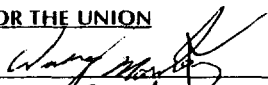
FOR THE BOARD




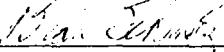


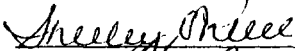


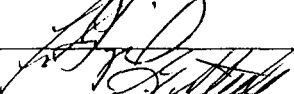
FOR THE UNION











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LETTER OF INTENT

The Union recognizes the responsibilities placed on the Principal by the Education Act and the Occupational Health & Safety Act.

In recognition of the above, it is important that the Principal and the Head Custodian communicate so that problems can be resolved as quickly as possible.

In particular, the Principal involvement is as follows:

May be a member of the interview team for hiring of new custodial employees only

Should introduce new custodians to school staff and inform students in an appropriate manner

When the Principal requests overtime, that time sheet shall be first signed by the Principal and then forwarded to the Custodial Supervisor.

Should receive a copy of the letter sent to his/her custodian approving vacation during the school year.

Should receive a copy of the cleaning schedule (s) and any revisions.

Should conduct monthly inspection of the School.

Should recognize that the Head Custodian is responsible to the Custodial Supervisor

Should stay current with health & Safety issues, environmental issues, fire regulations, union contracts, WHIMIS, etc.

Should inform the head Custodian of any and all school use by internal and external groups

In addition to the above, both parties agree to meet with representatives of Elementary and Secondary Principals in order to discuss the working relationship between Principals and Custodians/Part-time Staff.

The Board's philosophy that the staff is a community within a Catholic School

WED at KITCHENER, Ontario this 10th day of December, 1998.

THE BOARD

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FOR THE UNION

[Signature]
[Signature]
[Signature]
Shelley Miller Union Rep
[Signature]
[Signature]

LETTER OF UNDERSTANDING

- 1) Student Rate of \$9.00 per hour. Usage of students May 1st to August 31st and not if pe
are still on recall.

The Board does not intend to eliminate full time positions except through the reductio
hours.

DATED at KITCHENER, Ontario this 10th day of December, 1998

FOR THE BOARD

[Signature]
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FOR THE UNION

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[Signature] Union Secy.
[Signature]
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LETTER OF UNDERSTANDING**POSTING PROCEDURE**

1 parties agree to review the timeliness of completing the posting procedure and the notification of postings to employees through Labour Management meetings.

WITNESSED at KITCHENER, Ontario this 10th day of December, 1998.

THE BOARD

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FOR THE UNION

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[Signature] S. H. H. H.
[Signature] S. H. H. H.
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S. H. H. H.
 (11/11/98)