

**COLLECTIVE AGREEMENT**

BETWEEN:

**THE WATERLOO CATHOLIC  
DISTRICT SCHOOL BOARD**

- and -

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA**  
**(CAW CANADA)**  
**LOCAL 302**

**Effective: September 1, 2001**  
**Expiry Date: August 31, 2004**

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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 -

### **NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW CANADA) LOCAL 302**

(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) “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 as defined by the *Human Rights Code*. The union will be given the opportunity for meaningful input into the development of the procedure that addresses harassment and discrimination in the workplace.

Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised 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) above.

(b) All of the subsequent provisions of this Collective Agreement apply to employees specified in Article 2:01 (a) 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).

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.

- (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.

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.

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

3.04 The Employer agrees to notify the Union in advance of any technology changes which would decrease the size of the bargaining unit or which might otherwise substantially affect employees in the bargaining unit. The Employer agrees to discuss such changes with the Union and will attempt to find practical and financially viable means of minimizing the effect, if any, upon the employees concerned.

#### **ARTICLE 4 - UNION SECURITY**

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 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. Dues shall be deducted from the employees' pay in equal amounts in each pay period with the exception of temporary employees who will be deducted once per month.

- 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 Senior Manager of Operations or his/her 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 The Union shall elect or otherwise select and the Employer shall recognize a Union Committee, consisting of not more than eight (8) employees. The Union will provide the Employer the names of the Union Committee, including alternates, in writing before the Employer shall give recognition to them. 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.
- 6:02 (a) The Union acknowledges that the Union Committee must continue to perform their regular duties and that so far as possible all activities of the Union Committee will be carried on outside of the regular working hours of the members thereof unless otherwise mutually arranged. Each Union Steward may designate an alternate to act in his/her absence for a specific occasion.
- (b) 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.

- (c) 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.

6:04 The Negotiating Committee will be comprised of members of the Union Committee as per Article 6.01. The Employer will pay for up to 3 committee members as the Union Negotiating Committee. Notwithstanding the union's right to add to up to two more members at a cost to be borne by the Union. It is understood that the Employer will pay the three (3) negotiating committee members their normal regular daily wages for the number of days spent at negotiations.

## **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 Senior Manager of Plant Operations) within two (2) months of the incident giving rise to the complaint. The Supervisor shall give an answer within five (5) working days after the employee has lodged the complaint.

7:03 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 Senior Manager of Plant Operations or designate within two (2) months of the incident giving rise to the complaint.

7:04 If the matter of the policy complaint is not satisfactorily settled by the Senior Manager of Plant Operations, it is understood that it may be carried through the balance of the Complaint Procedure. The reply of the Senior Manager of Plant Operations will be within five (5) working days of receipt.



7:05 It is agreed and understood that if the Employer has a complaint 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.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

8:01 A written grievance should contain but not be limited to:

- (a) a brief description of the alleged violation, including any facts to support the complaint; and
- (b)\_\_\_\_the clauses of any other language alleged to be violated; and
- (c)\_\_\_\_the relief or remedy sought.

### Step One

Failing settlement under the complaint procedure, the matter will be treated as a written grievance, providing the Union notifies the Employer of its intention within ten (10) working days. Within five (5) working days of receipt of such notice a meeting will be established between the union (including the grievor) and the Senior Manager of Plant Operations or designate. The Employer will notify the Union in writing within five (5) working days of their decision.

### Step Two

Failing settlement at Step One, the matter shall be discussed at a meeting between a designated committee of the Employer and the Union Committee, provided that the Union notifies the Senior Manager of Human Resource Services or designate of its desire to further discuss the matter and notification is made in writing and submitted no later than ten (10) working days following the receipt of the written response from the Senior Manager of Plant Operations or designate in Step One. The immediate supervisor (principal/vice principal) involved in the grievance shall be present at this meeting along with resource personnel that may be required. Such meeting shall be held within five (5) working days of receipt of the written request from the Union Committee, or within such further time as may be mutually agreed upon. A decision in writing must be rendered within five (5) working days of such meeting. Such decision may be prolonged for a further period of five (5) working days by the mutual written consent of both parties.

### Step Three

Failing settlement at Step Two, the grievance may, within twenty (20) working days

of the response of the Senior Manager of Human Resource Services or designate in Step Two, refer the grievance to arbitration as per Article 9. If, within twenty (20) working days of the delivery of the reply of the Senior Manager of Human Resource Services or designate under Step Two, the Union does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

- 8:02 It is agreed that the Union Representative of Local 302, may be present with the Union Committee at the request at either the Union or the Board.
- 8.03 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 Senior Manager of Human Resource Services or designate by a member of the Union Committee. The Senior Manager of Human Resource Services or designate will call a special meeting as outlined in Clause 8.01 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.

- 8:04 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.
- 8:05 All Article 8 - Grievance Procedure timelines may be extended by mutual consent of the parties.
- 8:06 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 parties shall submit the names of three (3) arbitrators. The parties shall then endeavour to agree to a single arbitrator from that list. If a single arbitrator cannot be agreed upon, the parties can apply to the Ministry of Labour to have one appointed. Request shall be in writing addressed to the other party of the grievance.
- 9:02 The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not be authorized to make, nor shall he/she 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. The Arbitrator shall also not be authorized to adjudicate any matter not specifically assigned to him or her by the notice to arbitrate.

- 9:03 No matter may be submitted to arbitration that has not been properly carried through all previous steps of the grievance procedure.
- 9:04 The cost of the arbitrator shall be shared equally by the parties.
- 9:05 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.

### **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 six (6) months 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;
  - (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.
  - (iv) Notwithstanding their seniority status, Union Committee persons shall in the event of a layoff be retained or returned to work when work is available provided that they are able and willing to satisfactorily perform the work and have the qualifications for the position.
- (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.

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.

The employer will provide a maximum of four (4) weeks of training and orientation to those employees who 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 five (5) 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 fourteen (14) 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.
- (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 that the Board requires to be filled, the procedure below will take place. Full-time jobs will be those that are 24 hours per week or greater and part-time job are those that are less then 24 hours per week.

The Board will establish lists for each job classification which will be broken

down by the following areas where necessary;

<b>Area</b>	<b>Custodial</b>	<b>Custodial</b>	<b>Maintenance/Trades/Courier</b>
KITCHENER	FULL-TIME DAYS/AFTERNOON	PART-TIME DAYS/AFTERNOON	FULL-TIME DAYS
WATERLOO	FULL-TIME DAYS/AFTERNOON	PART-TIME DAYS /AFTERNOON	FULL-TIME DAYS
CAMBRIDGE	FULL-TIME DAYS/AFTERNOON	PART-TIME DAYS/AFTERNOON	FULL-TIME DAYS

Employees will be asked to indicate which list or lists they wish to be included on to be considered for future openings. It is understood that to be included on a list, the employee must have the necessary qualifications and is able to perform the work. An interview will be required to determine qualifications and ability when individuals request to transfer outside of their current classification. At any time, an employee may request by completing a form to be made available by Human Resource Services, to be removed from any list. At any time an employee may request by completing a form to be made available by Human Resource Services, to be added to any list for which they have the necessary qualifications and ability to perform the work. These forms must be received by Human Resource Services five (5) working days prior to the 15<sup>th</sup> of each month to be included in the next revised list.

Once the lists have been compiled, they will be produced in order of seniority in each classification and in each area. A copy of the lists will be forwarded to the Union. The list will be updated with changes by the 15<sup>th</sup> of each month. That list will be used until the next updated list is produced.

When a vacancy occurs in any position the Board will immediately notify the union of the vacancy in writing. The successful candidate will be identified within forty eight (48) hours following notification to the Union.

The Union Chair or designate will offer the position to the most senior qualified employee on the identified list that corresponds to the opening. If the employee elects not to accept the job offer, the next most senior employee on the list will be offered the position and so on until the position is filled. If an employee declines the job offer, their order on the seniority list will not change for subsequent vacancies.

Upon acceptance by an employee of a job offer, the Union Chair or designate will immediately inform the Board in writing of the successful candidate. The start date of the position will be determined by the Board.

If no employee on the list accepts the position, the Board may fill externally.

All permanent job vacancies will be filled by this process unless other

arrangements are mutually agreed upon by the parties.

- (b) Employees shall be eligible to accept up to two (2) progressive job vacancies per twelve (12) month period.
- (c) The employer may hire externally after the 10<sup>th</sup> vacancy provided that the person has the necessary qualifications to perform the work.
- (d) Appropriate paid time will be provided to the Union to administer the offer procedure.
- (e) All secondary job vacancies will be filled by area.
- (f) With respect to calculating a part-time employee's seniority when competing for a vacancy, 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 vacancy.

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 vacancy.

(e.g. Original hire date January 1, 1990 - Vacancy closing date January 1, 1998. Employee between 16 and 24 hours per week = 96 months x 60% = 4 years 10 months (October 1, 1994).

- (g) Employees may register with the Employer their request for placement in job openings that were not required to be filled in accordance with article 11:05 (c).
- (h) When there are employees on the recall list, the job vacancy 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.

- (i) Once the recall process is complete, Article 11:05 (a) through (e) shall resume.

All job vacancies will be filled unless other arrangements are mutually agreed upon by the Union and the Employer.

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.

A seniority list containing the names, addresses and telephone numbers of all CAW employees showing the hiring date of each employee will be made available to the Chair.

Apparent discrepancies must be reported by the employee to the Union Committee and the Senior Manager of Human Resource Services or designate 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.

12:04 Where at the discretion of the Board an employee is required to complete additional job specific courses the Board will reimburse the employee for the fees for the course upon successful completion.

### **ARTICLE 13 - HOURS OF WORK**

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 6:00 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) For all employees working more than twenty-four (24) hours per week at a location where a day care facility exists the standard day shift hours will be arranged to start no earlier than 6:00 a. m. and to end no later than 6:00 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.

(iii) The hours of work for the Courier will be arranged to start no earlier than 6:00 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

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
- a) Notwithstanding 13.02 (b) (i), during the Summer Break, Christmas Break, Mid-winter break and Professional Activity Days, the Employer shall attempt to place employees on a day shift schedule. The parties recognize that special events and the like, may not permit all employees to be placed on a day shift during these periods.
  - b) Notwithstanding 13.02 (b) (i), the Parties understand and agree that the following; Board Office, Maintenance Centre, and Adult Education Centres that have classes shall be designated as sites that may require an afternoon shift. The summer hour schedule will therefore not apply to the aforementioned sites.
  - c) No shift is to surpass 8:00 p.m. without the written consent of the Union and with seventy-two (72) hours notice.
  - d) The parties agree that they will meet to discuss the Summer School cleaning schedule.

- 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 schools 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.
- (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 ninety (90) 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 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:
- 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) 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. The sick leave gratuity will continue to be honoured.
- 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.

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. If 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**

18:01 The Employer may grant a personal leave of absence without pay and without loss of seniority for up to one (1) year.

### **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 Senior Manager of Plant Operations or designate 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 eight (8) employees at one time with the exception of the annual Local 302 Union 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 five percent (5%) administrative cost charge.

Approval will be granted for those individuals for whom the Board can reasonably secure a replacement for such leaves within the 72 hour period as above.

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. The Chairperson leave shall be as required by the Union with reasonable notification to the Employer to be provided.

19:03 (a) An employee who is elected or appointed to office in the CAW Union, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to three (3) 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.

(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 brother, sister, 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 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 Senior 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 may be granted at the discretion of the Custodial Supervisor (for Custodial/Part-Time Staff) or the Senior Manager of Plant Operations (for Maintenance Staff) with pay. Such leave will not be unreasonably requested or denied. It is understood that the first two days of such leave will be with pay and any additional time will be without 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. Employees shall not be scheduled to work on days when on jury duty.

**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 Catholic District

School Board and now coming under the scope of this Bargaining Unit.

22:02 An employee, shall, upon written request to the Senior 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 twelve (12) months except where a grievance(s) regarding disciplinary matters has been filed and is outstanding. Upon resolution of the grievance(s), disciplinary notations that are greater than twelve (12) months old will be removed at the employee's request.

22.03 The Board will contribute one thousand (\$1000) in each year of the Collective Agreement payable to the C.A.W. Paid Education Leave Program.

22.04 All CAW members will have access to the Board EAP Program as per Board Policy.

22.05 The Board will agree to print the agreements within 90 days following ratification. A copy of the agreement on disc will be provided to the Union.

22.06 The Board will contribute one hundred dollars (\$100.00) towards the cost of safety footwear for all maintenance employees per contract year upon proof of purchase.

22.07 The Board will contribute 100% towards the cost of two (2) 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 rainwear gear for the Storesperson and Courier classifications.

22.08 All employees will receive in addition to uniforms one (1) winter jacket and one (1) spring jacket every four (4) 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 and one (1) spring jacket every two (2) contract years. The Board will contribute one hundred percent (100%) of the cost.

- i) Uniforms must be worn during all scheduled shifts.
- ii) The exact type and supplier is at the discretion of the Board.

- iii The Board would consult with the Union on the type and cost of uniforms.
- iv) During July and August employees will have the option to wear walking shorts and plain single coloured t-shirts. Sandals are not permitted.

22.09 Student Rate of \$9.00 per hour. Usage of students May 1st to September 30th and not if people are still on recall.

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

22.10 Where at the discretion of the Board an employee is required to complete additional job specific courses the Board will reimburse the employee for the fees for the course upon successful completion.

22.11 The Board agrees to pay up to a maximum of \$50.00 toward provincial licenses where required by the Board for all recognized trades. This will be reimbursed upon proof of payment for said license or renewal.

### **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.

24:02 The Board agrees to pay 100% of the premium to provide \$50,000.00 of Group Basic Life Insurance coverage and a Dismemberment 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.

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.

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 Employment Insurance 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 Board recognizes its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act R.S.O. 1990, and its accompanying regulations as minimum acceptable standards pertaining to:
- a) Joint Health and Safety Committee (s.9 of OHSA)
  - b) Employer Duties (S.25 OHSA)
  - c) Disclosure of Information (ss.26 (1) (c) (d) (e) (f) )
  - d) Right to Accompany Inspectors (ss. 54 (3) )
  - e) Right to Refuse Unsafe Work (s.43)

It is agreed that the Terms of Reference for Multi-Workplace Joint Health and Safety Committee as approved by the Ministry of Labour on October 17, 2001 will remain in effect for the life of this agreement. It is understood that these terms of reference satisfy y the standards identified in s.9 of the Occupational Health and Safety Act R.S.O. (1990).

- 25.02 The Board agrees to make all reasonable provisions for the health and safety of all employees during working hours.
- 25.03 The Union shall elect a Health and Safety Representative to be a member of the Board Health and Safety Committee made up of representative from employee groups.
- 25.04 The Employer shall recognize and deal with the Health and Safety Committee on matters relating to the Occupational Health and Safety Act.
- 25.05 Health and Safety concerns shall be discussed at monthly Union/Employer meetings. Health and Safety items of all meetings shall be provided to the representative of the Health and Safety Committee.

## **ARTICLE 26 - DURATION AND TERMINATION**

- 26:01 This Agreement shall continue in effect from September 1, 2001 to August 31, 2004 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 \_\_\_\_ day of \_\_\_\_\_, 2002.

**FOR THE BOARD**

**FOR THE UNION**

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**SCHEDULE "A"****Effective September 1, 2001 - 3%**

Classification	Start	6 Mths.	12 Mths.	18 Mths.
Custodian	\$14.81	\$15.19	\$15.55	\$15.93
Courier	\$14.81	\$15.19	\$15.55	\$15.93
Storeperson	\$14.81	\$15.19	\$15.55	\$15.93
Float	\$14.81	\$15.19	\$15.55	\$15.93
Part Time	\$14.81	\$15.19	\$15.55	\$15.93
Head Custodian	\$14.81	\$15.19	\$15.55	\$15.93
Maintenance II	\$15.52	\$15.90	\$16.26	\$16.62
Maintenance I	\$16.53	\$16.94	\$17.29	\$17.65
Maintenance (Certified)	\$17.46	\$17.84	\$18.23	\$18.57
Plumber	\$21.35	\$21.93	\$22.52	
Electrician	\$20.20	\$20.76	\$21.35	
Carpenter	\$19.61	\$20.20	\$20.76	
Painter	\$17.30	\$17.88	\$18.46	
Stationary Engineer	\$17.30	\$17.88	\$18.46	
Air Cond. Technician	\$21.35	\$21.93	\$22.52	

**Effective September 1, 2002 - 2%**

Classification	Start	6 Mths.	12 Mths.	18 Mths.
Custodian	\$15.11	\$15.50	\$15.86	\$16.25
Courier	\$15.11	\$15.50	\$15.86	\$16.25
Storeperson	\$15.11	\$15.50	\$15.86	\$16.25
Float	\$15.11	\$15.50	\$15.86	\$16.25
Part Time	\$15.11	\$15.50	\$15.86	\$16.25
Head Custodian	\$15.11	\$15.50	\$15.86	\$16.25
Maintenance II	\$15.83	\$16.22	\$16.59	\$16.96
Maintenance I	\$16.86	\$17.28	\$17.64	\$18.01
Maintenance (Certified)	\$17.81	\$18.20	\$18.60	\$18.94
Plumber	\$21.78	\$22.37	\$22.97	
Electrician	\$20.60	\$21.18	\$21.78	
Carpenter	\$20.00	\$20.60	\$21.18	
Painter	\$17.65	\$18.24	\$18.83	
Stationary Engineer	\$17.65	\$18.24	\$18.83	
Air Cond. Technician	\$21.78	\$22.37	\$22.97	

**Effective September 1, 2003 - 2%**

Classification	Start	6 Mths.	12 Mths.	18 Mths.
Custodian	\$15.41	\$15.81	\$16.18	\$16.58
Courier	\$15.41	\$15.81	\$16.18	\$16.58
Storeperson	\$15.41	\$15.81	\$16.18	\$16.58
Float	\$15.41	\$15.81	\$16.18	\$16.58
Part Time	\$15.41	\$15.81	\$16.18	\$16.58
Head Custodian	\$15.41	\$15.81	\$16.18	\$16.58
Maintenance II	\$16.15	\$16.55	\$16.92	\$17.30
Maintenance I	\$17.20	\$17.63	\$17.99	\$18.37
Maintenance (Certified)	\$18.16	\$18.56	\$18.97	\$19.32
Plumber	\$22.21	\$22.81	\$23.43	
Electrician	\$21.01	\$21.60	\$22.21	
Carpenter	\$20.40	\$21.01	\$21.60	
Painter	\$18.00	\$18.60	\$19.20	
Stationary Engineer	\$18.00	\$18.60	\$19.20	
Air Cond. Technician	\$22.21	\$22.81	\$23.43	

\* 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 spray 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 all hours worked in addition to their regular hourly rate.

**Letter of Understanding - Domestic Violence**

The parties hereby recognize and share the concern that some men and women may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), an employee who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to the standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

**Letter of Understanding – Implementation of Best Practice**

The Parties agree that within thirty (30) days of the ratification of this Collective Agreement. The Parties shall meet to discuss the implementation of a “best Practice” protocol. These meetings will address the issue of implementing a system of uniformity of working conditions, and practices in all work sites. The committee shall be comprised of equal numbers of Management and Union members.