



COLLECTIVE AGREEMENT

BETWEEN

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

**CUPE LOCAL 2888
(CUSTODIAL/MAINTENANCE)**

OCTOBER 1, 2004 TO SEPTEMBER 30, 2008

THIS AGREEMENT ENTERED INTO AS OF

THE 3rd DAY OF MAY, 2005

BETWEEN

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

**LOCAL 2888
(CUSTODIAL/MAINTENANCE)**

HEREINAFTER CALLED THE UNION

OF THE SECOND PART

ARTICLE	PAGE
1 Purpose	1
2 Recognition.....	1
3 Relationship	2
4 Management Rights	3
5 Deduction of Union Dues	3
6 Union Representation.....	5

7	Seniority.....	6
8	Job Vacancies	9
9	Grievance Procedure	11
10	Arbitration.....	14
11	Discharge or Discipline Causes	14
12	No Strikes or Lockouts.....	15
13	Miscellaneous Leaves of Absence.....	16
14	Sick Leave, Retirement and Death Benefit Plan.....	20
15	Health and Safety	22
16	Vacations.....	22
17	Paid Holidays	23
18	Employee Welfare Benefits.....	24
19	Hours of Work.....	26
20	Overtime.....	27
21	Transfers.....	28
22	Uniforms	29
23	Wage Schedule.....	31
24	Payment of Wages	33
25	Term of Agreement	33
	Appendix A - Christmas Break.....	34
	Appendix B - Letter of Understanding.....	34
	Appendix C - Managed Health Care	35
	Mileage Allowance	36
	Letter of Intent - Staffing.....	36
	Letter of Information.....	36
	Letter of Understanding - Layoff.....	37
	Letter of Intent - Job Descriptions.....	37
	Letter of Understanding - Contracting Out.....	37
	Letter of Intent - Training.....	37
	Letter of Understanding - Notice of Staff Adjustments	38
	Letter of Understanding – Job Posting.....	38
	Letter of Agreement - Floater Custodians.....	38
	Letter of Intent - STD-LTD Plans.....	38
	Letter of Understanding Re: Maintenance Custodian Training.....	39

ARTICLE I - PURPOSE

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

ARTICLE II - RECOGNITION

2.01 The Board recognizes the Canadian Union of Public Employees, Local 2888 Custodial/Maintenance, as the bargaining agent of all employees of the Halton Catholic District School Board in the Regional Municipality of Halton, save and except supervisors, persons above the rank of supervisor, office staff, teaching staff, clerical staff, technical staff, and students employed not more than four (4) consecutive months per year.

The Union recognizes the negotiating committee of the Board as the official body to represent the Board and to negotiate on its behalf.

- 2.02(i) Employees may be hired for a specific term not to exceed five (5) months to replace an employee who will be on approved leave of absence, due to W.S.I.B. disability, long periods of sick leave, or to perform a special non recurring task.
- (ii) This term may be extended a further five (5) months on mutual agreement of the Union, employee, and employer. Such agreement shall not be unreasonably withheld.
 - (iii) The period of such employment shall not exceed the employee's leave or special task.
 - (iv) The release or discharge of such persons shall not be subject to a grievance or arbitration hearing.
 - (v) The employer will outline to the employees selected to fill such temporary vacancies and the union the circumstances giving rise to the vacancy and the special conditions relating to such employment.
 - (vi) Temporary employees who are subsequently hired into a permanent position and who have not experienced a break in service and who have worked more than three (3) months will be required to serve a probationary period in accordance with Article VII of this Collective Agreement and will be entitled to be placed on the seniority list including their temporary service calculation upon permanent appointment.
- 2.03 Should a temporary vacancy occur in the classification of custodian due to a lengthy absence of an employee caused by illness or an approved leave of absence, this temporary vacancy will first be offered to the senior afternoon custodian in the school. If the senior afternoon custodian in the school refuses to accept the position then the temporary vacancy will be offered to the most senior afternoon custodian from the system.
- 2.04 No employee shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 2.05 In respect of employees covered by this agreement, the Board will not recognize, during the term of this agreement, any other bargaining agent.
- 2.06 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, that employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

Such employee shall have the right to return to a position in the bargaining unit during a trial period, which shall be a maximum of three (3) months. If an employee returns to the bargaining unit, that employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

- 2.07 Both the Board and the Union shall have the right to have the assistance of counsel and/or an adviser when dealing with the Board at Step 3 of the grievance procedure, when negotiating with the Board, or any other meeting consented to by the Board and to be attended by either elected representatives of the Board or the Executive Officer, Human Resources Services, or designate.

ARTICLE III - RELATIONSHIP

- 3.01 The parties hereto mutually agree that any employee of the Board covered by this Agreement may become or refrain from becoming a member of the Union if the employee so desires.
- 3.02 The Board and the Union agree that there shall be no discrimination, restriction or coercion exercised or practiced by or against either party with respect to any employee by reason of age, race, creed, colour, national origin, political or religious or marital status or by reason of their activity or lack of activity in the Union.
- 3.03 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Board without permission of the Executive Officer, Human Resources Services, or designated representatives.
- 3.04 The employer shall recognize a signed consent form from any member of this bargaining unit which allows the National Representative to have access to their personnel file in the presence of a designated Human Resource Services person and to get photocopies of any document in that file. Such photocopies will be provided within 48 hours for substantial requests.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 Except as specifically modified by this agreement, all rights and prerogatives which the Board had prior to the execution of this Agreement are retained by the Board and remain exclusively and without limitation within the rights of the Board. Without limiting the generality of the foregoing, the Board's rights shall include:
- (a) The right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce, from time to time, rules and regulations, policies and practices, to be observed by its employees; the right to discipline and discharge employees for just cause provided that a claim of discharge without just cause may be the subject matter of a grievance and dealt with as hereinafter provided.
 - (b) The right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend, and retire employees; to select employees for positions excluded from the bargaining unit.
 - (c) The right to determine the location and extent of its operations and their commencement, curtailment, or discontinuance; the direction of the working forces; the services to be furnished; the

subcontracting of work subject to Clause 7.06; the schedules of work; the number of shifts; the methods, processes and means of performing work; job content and qualifications; quality and quantity standards; the qualifications of employees; to use improved methods, machinery and equipment; overtime; to decide on the number of employees needed by the Board at any time; the number of hours to be worked; starting and quitting time; are solely and exclusively the right of the Board.

- (d) The sole and exclusive jurisdiction over all employees shall be vested in the Board.
- (e) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Board.

ARTICLE V - DEDUCTION OF UNION DUES

- 5.01 All employees shall sign a card authorizing the Board to deduct from the employee's pay an amount equivalent to the Union's regular monthly Union dues for each calendar month thereafter from their date of hire and the Board will remit same to the Secretary-Treasurer of the National Office not later than the end of the month during which such deduction was made. Such deduction shall not apply to any levies, special assessments or initiation fees.
- 5.02 The Board Human Resources Services will supply the Union with a list of employees from whom deductions were made. The Board will have no responsibility to collect past due Union dues.

Human Resources Services will furnish the Union with:

- (i). a list of seniority employees by March 31st of each year;
- (ii). a list showing changes in the addresses of seniority employees by September 30th and June 1st;
- (iii). a list of new hires, within the month following the date of hire;
- (iv). a list showing the termination of seniority employees;
- (v). a list of part time employees including location and hours of work.

When changes occur to the above, with the exception of (iv) above, such changes will be sent to the President of Local 2888 Custodial/Maintenance on the last working day of the month. Notices of termination will be forwarded to the Union immediately.

Facility Management Services will furnish the Union President with:

- (i) the overtime list on a monthly basis.
- 5.03 In order that the Board may have definite instructions as to what amount is to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Executive Officer, Human Resources Services, in writing over the signature of the Secretary-Treasurer of the Union of the amount of deductions to be made by the Board equivalent to the Union's regular monthly dues, and the Board shall have the right to continue to rely upon such written notification until it receives other written notification signed with the same formality.
 - 5.04 The Union agrees to defend and hold the Board completely harmless against all claims, demands

and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such check off deductions.

- 5.05 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Executive Officer, Human Resources Services, or designate, and the President of the Union with a copy to the C.U.P.E. National Representative.

A copy of any correspondence between the employer, or designate, and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the Union or designate.

ARTICLE VI - UNION REPRESENTATION

- 6.01 The Board will recognize as stewards not more than four (4) employees, provided such employees have acquired seniority under the terms of this Agreement and the Union shall notify the employer in writing of the names of such employees and any changes as they occur. The Board shall not be obliged to recognize any steward until it has been so notified in writing.
- 6.02 The Board agrees to recognize a Union Grievance Committee composed of not more than four (4) full-time employees. The Board agrees to recognize a Union Negotiating Committee composed of not more than four (4) full-time employees and one (1) additional member to the Negotiating Committee to represent the part-time employees.
- 6.03 The Board undertakes to secure from all members of its supervisory personnel their co-operation with the committee persons in the carrying out of the terms and requirements of this Agreement.
- 6.04(a) The Union undertakes to secure from its officers, committee persons and members their co-operation with the Board and with all persons representing the Board in any supervisory capacity in the carrying out of the terms and requirements of this Agreement.
- (b) The Board agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- 6.05 It is understood that the stewards and committee persons have their regular work to perform on behalf of the Board. If it is necessary for a steward or committee person to investigate a grievance during working hours, the steward or committee person shall not leave work without first obtaining the permission of a supervisor. If requested, he/she shall give a reasonable explanation why he/she deems such action is necessary and an estimate of the time he/she will be away from his/her regular work. When resuming regular work, the steward or committee person shall again report to the Supervisor. The preparation of grievance documentation shall not be carried out within regular working hours by the stewards, committee persons or the aggrieved employee.
- 6.06 A steward or a member of the Union Committee referred to in Clause 6.02 hereof shall have the privilege of attending designated grievance procedure meetings and meetings held to negotiate the renewal of this agreement held within regular working hours and will be compensated for time spent during such hours at regular straight time rate of pay, exclusive of all premiums, subject to the

following:

1. It shall only apply to time spent processing grievances in Steps 1, 2 and 3 of Article IX, subject to Clause 6.05 and shall not apply to time spent attending an arbitration.
 2. All time shall be devoted to the prompt handling of grievances.
 3. The steward and grievor concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
 4. All time away from work shall be properly reported.
 5. The Board reserves the right to limit such time, on reasonable notice being given, if it deems the time so taken to be excessive.
 6. In negotiations for the renewal of this Collective Agreement it shall apply to meetings held up to the time conciliation services are applied for. Thereafter payment of the Union Committee shall not be the Board's responsibility.
- 6.07 The Board agrees to forward to the Union copies of all Board resolutions and by-laws which, affect the members of the Union. Failure to do so, caused by oversight, shall not constitute a breach of this Agreement.
- 6.08 Labour Management meetings will be scheduled not later than 3:00 P.M. and will include Discipline and Grievance.

ARTICLE VII - SENIORITY

- 7.01(a) It is agreed that for the purpose of pro-rating seniority between employees working full time and employees working part time, the following will apply:

Effective July 1, 1988, a part-time employee's seniority shall be equal to the number of hours of service with the Board since the date of hire as a part time custodian.

(b) Seniority Lists

- i) Subject to Article 2.02(vi), seniority is defined for the purposes of this Agreement as the length of service of any employee with the Board computed from a date three (3) months prior to the date such employee actually attains seniority as provided in Article 7.02 hereof.
- ii) The Board will maintain separate seniority lists for full and part-time employees showing the date on which each employee's seniority commenced.
- iii) An up to date seniority list shall be posted on the Board's Intranet on or before January 15th and July 15th of each year.

7.02 Probationary Employees

An employee will be considered on probation and will not be placed on a seniority list and shall not have any seniority rights hereunder until the employee has worked for the Board for a period of three (3) months, and shall then be entitled to be placed on the seniority list. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance. The Board may extend the probationary period of an employee for an additional three (3) months with the agreement of the Local Union Executive.

- 7.03 An employee loses all seniority with the Board and his/her employment shall terminate if he/she:
- (a) is discharged and not subsequently reinstated through the grievance or arbitration procedure;
 - (b) resigns;
 - (c) is absent from work for more than three (3) consecutive working days without notifying the Board within the period and without a satisfactory explanation upon return to work. This Article 7.03 (c) shall not be interpreted as permitting unauthorized absence of any duration;
 - (d) is recalled from lay off and fails to return to work within seven (7) working days after the Board's notice of recall is sent by registered mail to the last address shown on the Board's records;
 - (e) is absent from work without satisfactory explanation beyond the period of any leave of absence granted by the Board;
 - (f) (i) if an employee with seniority of up to one (1) year is laid off for a continuous period of six (6) months, or a period equal to the employee's seniority, whichever is the greater;
 - (ii) if an employee with seniority of more than one (1) year is laid off for a continuous period of twelve (12) months;
 - (g) if the employee is absent from work due to illness for more than two (2) years. Before the Board removes an employee from the seniority list under the provisions of this clause (g), the Board will review the individual case.

It shall be the duty of the employee to notify the Board promptly, in writing of any change of address. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail or courier to the address of the employee, which appears on the Board's payroll records, shall be conclusively deemed to have been received by the employee.

- 7.04 Promotions, permanent transfers, lay-offs and recalls after lay-offs within the bargaining unit shall be determined on the basis of seniority provided the senior employee(s) has the requisite skills, ability and experience to perform all duties and responsibilities of the position in an efficient and acceptable manner.

7.05(a) A "lay off" shall be defined as a separation from or cessation of work.

- (b) "Promotion" shall be defined as a permanent transfer to a job carrying a higher rate of pay.

(c) "Permanent transfer" shall be a permanent transfer to a job carrying the same rate of pay.

7.06(a) **Layoffs and Recalls**

- i) Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay off, employees shall be laid off in the reverse order of their seniority and in accordance with Article 7.06(b).
 - ii) Employees shall be recalled in the order of their seniority provided they are qualified to do the work.
- (b)
- i) Recognizing the principles of Article 7.06(a), the parties agree that an employee about to be laid off may displace any employee with less seniority as defined below provided that the employee exercising his/her right has the requisite skill, ability and experience to perform all the duties and responsibilities of the position in an efficient and acceptable manner.
 - ii) Part time custodians may displace any employee with less seniority in the same or lower classification.
 - iii) Elementary Custodians, Floater Maintenance Custodian, Elementary Maintenance A&B, Secondary Maintenance Custodian A&B, Afternoon Custodian may displace any employee with less seniority in any classification within the bargaining unit save and except (skilled trade) providing they have taken the Maintenance Custodian Board approved training modules.
 - iv) When an employee exercises his/her lay off privilege, he/she shall not be entitled to a further privilege should he/she find his/her new job unacceptable.
 - v) Any employee who is displaced by a senior employee shall also have the same privilege of displacing until the most junior employee has no one to displace, then the junior employee shall be laid off in accordance with Article 7.07.
- 7.07
- (i) An employee receiving notice of lay off must indicate in writing to the Executive Officer, Human Resources Services, within five (5) working days of receiving written notification that his/her position has been declared surplus, that he/she wishes to displace or accept the lay off.
 - (ii) If written notification is not received in the time period referred to above, he/she shall be deemed to have opted to be laid off.
- 7.08 No new employee will be hired until those laid off have been given an opportunity for re-employment provided they are qualified to do the work available.
- 7.09 The Board shall notify employees who are to be laid off, fifteen (15) working days before the lay off is to be effective. If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of lay off, he/she shall be paid in lieu of work for the part of the fifteen (15) days during which work was not available.

7.10 Grievance concerning lay offs due to a reduction in the work force shall be initiated at Step 3 of the Grievance Procedure.

7.11 **Restrictions on Contracting Out**

No seniority employee in the bargaining unit will be laid off or demoted as a result of the Board contracting out work or services being performed by employees in the bargaining unit. "Demoted" shall be deemed to mean transferred to a job carrying a lower basic rate of pay.

7.12 An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to layoff should it become vacant within a period not to exceed six (6) months from the effective date of recall

7.13 The Board shall notify the employee of recall opportunity by registered mail addressed to the last address on record with the Board. Notification will be copied to the Union. The notification shall state the job to which the employee is being recalled and the date and time at which the employee shall report to work.

7.14 Employees on layoff shall be given preference for temporary vacancies, which we expect to exceed ten (10) working days. An employee who has been recalled to such vacancy shall not be required to accept such recall and may instead remain on layoff.

ARTICLE VIII - JOB VACANCIES

8.01(a)(i)The Board agrees to post all permanent job vacancies for five (5) working days on the Board's Intranet. Thereafter, the Board will consider any applications from qualified candidates. The employer agrees that during the months of July and August, job vacancies will be posted for eleven (11) working days on the Board's Intranet.

(ii)The job posting will show the group to which the school belongs, the rate of pay and the school location.

(iii)The successful applicant will be notified within fifteen (15) working days following the closing date of the posting. If the new employee is not placed in the new position within fifteen (15) working days, the employee will be paid the new rate on the sixteenth (16th) working day.

(iv)The Board reserves the right to fill the vacancy for a period of nin ety (90) days as it sees fit.

(b) An employee who desires to transfer to a different school, shall complete the Board's Request for Transfer Form and file it with the Executive Officer, Human Resources Services, or designate. Such requests for transfer will be given consideration when permanent vacancies occur in accordance with Section 7.04 and 8.02. All requests for Transfer Forms filed with the Executive Officer, Human Resources Services, or designate shall expire upon December 31st of each year and any employee still desiring a transfer shall complete and file a new Request for Transfer.

8.02 An employee who has successfully applied under Article 8.01, shall not be entitled to apply for any posted job vacancy at the same position level for one (1) year from the date of commencement of

the new position.

An employee shall be permitted to apply for a promotion even though less than one (1) year has elapsed since the date of the last successful application. "Promotion" shall be interpreted in accordance with the definition contained in Article 7.05 (b) hereof.

- 8.03(a)(i) If during the first fifteen (15) working days, the successful applicant is not satisfactory to the Board, the employee shall be returned to the former position without loss of seniority and any other employee transferred because of such return shall also be returned to the former position without loss of seniority.
- (ii) An employee who is returned to the former position as a result of being unsatisfactory in the new position shall not be eligible to make application for any position for a period of twelve (12) months from the date upon which the employee is returned to the former position.
- (iii) During the first fifteen (15) working days should the employee wish to return to his/her former position, he/she may do so without loss of seniority. Any other employee transferred because of an employee exercising this right shall also be returned to his/her former position.
- 8.04 A part time employee transferring to full time employment in the bargaining unit shall have the option to return to part-time employment without the loss of seniority obtained as a part-time employee during the thirty (30) working days probationary period required for transfer to full-time employment provided, however, the provisions of 7.02 shall apply from the commencement of work in the full-time position. An employee who returns to the former part-time position at the employee's request or as a result of the employee's work being unsatisfactory in the new position shall not be eligible to make application for any position for a period of twelve (12) months from the date upon which the employee is returned to part time employment unless the Executive Officer, Human Resources Services, gives permission to do so.

ARTICLE IX - GRIEVANCE PROCEDURE

- 9.01 "Grievance" shall mean a complaint or claim concerning the alleged violation of the provisions of this Agreement.
- 9.02 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until the employee has first given the immediate supervisor an opportunity to adjust the employee's complaint. The employee's immediate supervisor shall give the employee a reply within two (2) working days. An employee may elect to have a steward present.
- 9.03 No grievance shall be considered which was not presented within ten (10) working days after the circumstances which gave rise to it came to the attention of or should have come to the attention of the employee concerned.
- 9.04 The original copy of a grievance to be considered in the grievance procedure will be submitted to the Human Resources Services where each grievance shall, upon being received, be processed in accordance with the steps outlined in this article. Grievances shall be adjusted and settled as

follows:

STEP NO. 1

- i) If an employee has a grievance, the employee shall first and immediately within the ten (10) working days referred to in 9.03 submit the grievance in writing in accordance with Article 9.04 above. If the employee wishes, assistance of the steward may be requested.
- ii) The Superintendent, Facilities Services shall, whenever practicably possible, give an immediate answer on the grievance to the employee, but in no event shall the answer be delayed beyond seven (7) working days.
- iii) The next step of the grievance procedure may be taken within seven (7) working days of the Superintendent, Facilities Services giving a written decision, but not thereafter.

STEP NO. 2

- i) The written grievance shall, within seven (7) working days of the Superintendent, Facilities Services giving a written decision, be submitted to the Executive Officer, Human Resources Services, or designate.
- ii) The Executive Officer, Human Resources Services or designate shall then meet with the steward and grievor within seven (7) working days after the written grievance is so submitted to the Executive Officer, Human Resources Services, or designate for the purpose of endeavouring to settle the grievance.
- iii) The Executive Officer, Human Resources Services, or designate shall then give an answer in writing within seven (7) working days following the meeting.

STEP. NO 3

- i) If the grievance is not settled up to this point, the Grievance Committee shall, within seven (7) working days after the decision of the Executive Officer, Human Resources Services, under Step No. 2, refer the written grievance to the Director of Education or designate.
- ii) The Director of Education or designate shall then investigate the grievance and shall meet with the Union Grievance Committee as soon as possible but not later than two (2) weeks thereafter to attempt to settle the grievance.
- iii) At such meeting, the Board or the Union may have such additional representatives present as each party desires, and the griever or employee(s) concerned may be required to be present at the request of either party.
- iv) The Director of Education shall render a decision in writing to the Union within seven (7) working days of the holding of this meeting.

STEP NO. 4

If final settlement of the grievance is not completed at Step No. 3 above, it may be referred by either party to a Board of Arbitration as hereinafter provided, within ten (10) days from the Director of Education's or designate's decision at Step No. 3 above. The party referring the grievance to arbitration shall be restricted to the issues contained in the written grievance.

- 9.05 The written grievance shall be signed by the grievor and an officer of the Local and shall contain a summary of all issues in dispute and of the remedy requested by the grievor.
- 9.06 In the case of a Union policy grievance or Board grievance, such grievance may be submitted to the Executive Officer, Human Resources Services, or the Union, as the case may be, in writing within seven (7) working days of the circumstances giving rise to the grievance and shall commence with Step No. 2 under the grievance procedure; however, it is expressly understood that the provisions of this paragraph may not be used by the union to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.
- 9.07 A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the subject matter of a complaint or grievance.
- 9.08 In the event of any alleged violation of the "No Strike or Lockout" article hereof, the aggrieved party may cause the matter to be submitted to special arbitration and a special arbitrator may be appointed and shall hold a hearing immediately or within twenty-four (24) hours of being appointed. If the parties are unable to immediately agree upon an arbitrator who is available to hold a hearing immediately or within twenty-four (24) hours, the grievor may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.
- 9.09(i) Failure to put a grievance in writing in Step No. 1 in accordance with the requirements of Article 9.05 hereof, shall be deemed a complete waiver and abandonment of the grievance by the grievor.
- (ii) Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits as prescribed above shall be considered settled on the basis of the Board's last reply.
- (iii) If the respondent to a grievance does not comply with the time limits set out for meetings and/or replies to a grievance, the party having carriage of the grievance shall process the grievance to the next step within the time required after expiration of the time for the respondent to hold a meeting or give a reply, as the case may be.
- (iv) Time limits may be extended only where the parties specifically do so in writing.
- 9.10(i) A decision reached at any stage of the grievance procedure above outlined shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to re-opening by any party except by mutual agreement.
- (ii) If the grievance is settled at Steps 1, 2, or 3 of the grievance procedure both the Board's and Union's representatives who pass on the same as provided herein, shall sign the settlement as endorsed on the written grievance, so that no question or argument may arise as to what the

settlement was.

- (iii) In addition, the aggrieved employee shall sign the settlement as so endorsed on the written grievance, acknowledging that the employee has read and understands the same and is bound thereby.

ARTICLE X - ARBITRATION

- 10.01(a) Either of the parties may, after exhausting the appropriate grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to a Board of Arbitration. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Board of Arbitration.
- (b) The appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chair within the time limit, then the Minister of Labour for the Province of Ontario shall be requested to appoint a qualified person to be chair.
- 10.02 The Board of Arbitration shall hear and determine the matter and shall issue a decision, this decision shall be final and binding upon the parties, and upon any employee affected by it. The decision of the majority shall be the decision of the Board of Arbitration, but if there is no majority decision the decision of the chair shall govern.
- 10.03 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this agreement nor to adjudicate any matter not specifically assigned to it by the written grievance as filed at the initial step.
- 10.04 Each of the parties of this agreement shall bear the expenses of the arbitrator appointed by it, and the parties hereto will jointly bear, share and share alike, the expenses of the chair of the Board of Arbitration.
- 10.05 No matter may be submitted to arbitration which has not properly been carried through all previous steps of the grievance procedure. The provisions of this clause shall not be considered waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties.

ARTICLE XI - DISCHARGE OR DISCIPLINE CAUSES

- 11.01(i) A claim by a seniority employee that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Officer, Human Resources Services, within three (3) working days after the discharge.
- (ii) Such special grievance shall be dealt with at Step No. 2 and the balance of the grievance procedure. Such three (3) working days' time limit shall be extended only where it is physically impossible for the employee to comply, for example, where the employee is confined to jail or

hospital. In no event shall such extension exceed seven (7) working days, i.e. a total of ten (10) working days from date of discharge.

- 11.02 Should the parties agree or should the Board of Arbitration determine that an employee has been unjustly disciplined or discharged such employee shall be reinstated in the former position, without loss of seniority, and shall be compensated for all regular straight time wages lost including Board's contributions on behalf of the employee to O.H.I.P., Group Life, Extended Health Plan and Dental Plan provided the employee pays premiums for the interim period less any monies which the employee earned or could reasonably have earned, in the interim, or by any other decision which is just and equitable in the circumstances.
- 11.03(i) An employee receiving written discipline shall have the right to union representation when such discipline is given. When the Board intends to establish a meeting to give written discipline it shall so inform the employee in advance.
- (ii) Such notice of discipline will be given to the employee within ten (10) working days of the discovery of the occurrence-giving rise to the action.
- (iii) Such notice will be acknowledged by the employee by signed receipt.
- (iv) Effective May 1, 2003 such written discipline shall not remain on the employee's file after two (2) years provided, however, there is no re-occurrence of a similar incident during this period.
- (v) An employee receiving a verbal discipline may elect to have a steward present.
- (vi) No employee shall be disciplined outside of their scheduled hours of work except in extenuating circumstances in which the local's President shall be advised prior to the employee receiving the discipline.
- 11.04 Subject to a written request to the Executive Officer, Human Resources Services, and with permission of the immediate Supervisor and at a mutually agreed time, and in the presence of a designated Board Official, an employee may review the contents of the employee's personnel file during the Board's normal business hours.

ARTICLE XII - NO STRIKES OR LOCKOUTS

- 12.01 The Union undertakes and agrees that, while this Agreement is in operation, neither the Union nor any employee shall take part in or call or encourage any strike, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work or production against the Board which shall in any way affect the operation of the Board, nor shall there be any sympathy strikes or secondary boycotts, and the Board agrees that it will not engage in any lockout during the term of this Agreement.
- 12.02 In the event of a legal work stoppage, the Board agrees to maintain all insurance and benefits of all employees. The Union agrees to reimburse the Board, upon being invoiced, for the premiums during this period.

ARTICLE XIII - MISCELLANEOUS LEAVES OF ABSENCE

- 13.01 An employee may be granted a leave of absence without pay and without loss in seniority if a completed application therefore is approved by the Executive Officer, Human Resources Services, and is sent to the Human Resources Services, where possible, at least fifteen (15) days prior to the requested leave. Such request must show good and sufficient reason and shall contain:
- 1) the reason for the proposed absence;
 - 2) the commencement date of the proposed leave of absence;
 - 3) the length of the proposed leave of absence including date of return;
- (a) Leaves granted shall be in writing covering a specific period of time.
 - (b) The Executive Officer, Human Resources Services, agrees to give consideration in a fair and reasonable manner to an extenuating circumstance related to the overstaying of a leave of absence.
 - (c) Employees must pay one hundred percent (100%) of the benefit premiums for that portion of the approved leave of absence exceeding one (1) month.
- 13.02(i) Leave of absence without loss of seniority will be granted to not more than three (3) seniority employees at any one time (not more than one (1) of whom shall be from the same school) and all such leaves shall not total more than thirty (30) working days per year (July 1, to June 30) or more than ten (10) working days in total for any individual, and such leave of absence shall be confined to representing the Union at Union conventions or Union conferences.
- (ii) The Board agrees to pay, on behalf of the Union to employees on leave of absence pursuant to this Article 13.02, full wages and compensation for which they would otherwise be entitled under this Agreement and the Union agrees to reimburse the Board for the total monies paid to and/or on behalf of such employees.
 - (iii) Furthermore, during the year in which the Biannual C.U.P.E. National Convention occurs, the Board agrees to a leave of absence without loss of seniority or pay for two (2) employees, not more than one (1) employee from the same school.
 - (iv) The Board will grant the Union President two (2) complete days per month to perform the duties of the Union with at least one (1) week notice to the Executive Officer, Human Resources Services and a copy to the Senior Administrator, Facility Management Services. The Union will reimburse the Board the full cost of wages and benefits for such release time.
 - (v) During the year of contract negotiations, the Board shall grant the Union Negotiating Team one (1) day leave per member to prepare for bargaining. The Local shall reimburse the Board for the salaries and benefits for such leave.
 - (vi) The Board will grant the Union's Recording Secretary one (1) complete day per month to perform the duties of the Union with at least one (1) week written notice to the Executive Officer, Human Resources Services and a copy to the Senior Administrator, Facility Management Services. The

Union will reimburse the Board the full cost of wages and benefits for such release time.

- (vii) The Board agrees to provide a leave of absence each year without loss of seniority, benefits, or pay, for two (2) employees, not more than one (1) employee from the same school, to attend the annual Ontario School Board Coordinating Committee Conference (O.S.B.C.C.C.) with at least one (1) week written notice to the Executive Officer, Human Resources Services and a copy to the Senior Administrator, Facility Management Services. The Union agrees to reimburse the Board for the total cost of wages and benefits paid to the employee.

13.03(a) **Union Education Leave**

Leave of absence, without pay and without loss of seniority, will be granted to not more than three (3) stewards and officers at any one time to attend Union sponsored education courses during the working hours and all such leaves shall not total more than thirty (30) working days per year (July 1 to June 30).

- (b) When an employee is required to be absent for the purpose of writing a final university, trade or professional examination, the employee shall be granted time for this purpose without loss of pay, seniority, benefits, or a deduction from sick leave credit provided the absence has been approved by the Executive Officer, Human Resources Services.

An employee is to submit a request for leave under this clause in writing to the Executive Officer, Human Resources Services, at least one week prior to the writing of the examination, and the request will include a statement of the time for the examination or notice thereof. The Executive Officer, Human Resources Services, will reply in writing. Failure to meet this time requirement will result in leave-taking with pay deduction.

13.04 The following absences may be allowed without charge to the sick leave account:

(a) **Deaths and Funerals**

An employee who is required to be absent because of the death of a member of the employee's immediate family*, will be granted up to four (4) consecutive working days without loss of pay or deduction from sick leave credit. For extenuating circumstance, application for extension of leave with pay is to be made to the Executive Officer, Human Resources Services.

*Definition of "immediate family" : Mother, father, legal guardian, brother, sister, husband, wife, son, daughter, mother-in-law, father-in law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, legal ward, aunt, uncle, niece, nephew, step-son, step-daughter, step-sister, step-brother, step-mother, and step-father.

All time off granted for bereavement in 13.04 (a) must be taken at the time of occurrence of the death and such time off cannot be compounded with other benefits.

(b) **Jury Duty, Subpoena & Quarantine**

- i) When an employee is required to be absent because of jury duty, or as a witness in any court to

which the employee has been summoned in any proceedings to which the employee is not a party or one of the persons charged, the employee shall be subject to neither loss of salary nor deduction from sick leave credit, provided that the employee pays to the Board any fees, exclusive of travelling allowances and living expenses, that the employee receives as a juror or as a witness.

- ii) When an employee is quarantined or otherwise prevented from attending to duties because of exposure to a communicable disease, the employee shall be subject to neither loss of pay nor deduction from sick leave credits.

(c) **Workplace Safety and Insurance Benefits**

When an employee is eligible for and receives approval of a claim by the Workplace Safety and Insurance Board he/she shall select one of the following options:

Option A

- (i). The Workplace Safety and Insurance payment shall be remitted to the Board.
- (ii). The Employee shall receive full pay from the Board.
- (iii). The number of days deducted from sick leave credits shall be in proportion to the percentage of employee's salary paid by the Board.
- (iv). When all sick leave credits are exhausted, the employee shall only receive the Workplace Safety and Insurance payment.

OR

Option B

In the event that an employee does not wish to use their sick leave credits to supplement the Workplace Safety Insurance award, the employee must give immediate notice in writing to the Executive Officer, Human Resources Services.

- v) When all sick leave credits are exhausted, the employee shall only receive the Workplace Safety and Insurance payment.

13.05 **Pregnancy, Parental and Adoption Leaves**

Leave of absence for such reasons shall be granted as per the Employment Standards Act as amended from time to time without loss of seniority or benefits.

- 13.06 At termination of such leave period, the onus shall be on the employee to report, in writing, to the supervisor, readiness and medical fitness to resume duties. While on such leave, the employee's position will be filled temporarily, where necessary and upon his/her return from leave, he/she will return to his/her original position or one of equal category in the municipality.

13.07 **Compassionate Leave**

An employee may be granted up to two (2) days per calendar year compassionate leave with pay and without loss of seniority if the request shows good and sufficient reason. Such request must be in writing, show the reason, commencement date and length of the proposed absence.

A leave of this nature will usually cover extraordinary circumstances which, therefore, merit individual attention and is subject to the approval of the Executive Officer, Human Resources Services, or designate.

13.08 In cases of unauthorized absence due to inclement weather, the Executive Officer, Human Resources Services, considering the circumstances, will make the decision on whether or not a pay deduction will be made.

13.09 **Paternity Leave**

A Paternity Leave of two (2) days, without loss of pay or deduction from sick leave credits, will be granted to an employee in conjunction with the birth of the employee's child on a regular work day. Paternity leave is defined as:

- one day's leave on the day of delivery;
- one day's leave on the day the mother is released from hospital.

13.10 **Emergency Leave**

Any member of CUPE Local 2888 (Facilities) may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the Executive Officer, Human Resources Services shall be made in advance whenever possible.

ARTICLE XIV - SICK LEAVE, RETIREMENT AND DEATH BENEFIT PLAN

14.01(a) **Sick Leave**

1) **Eligibility.**

The cumulative sick leave plan shall apply to all seniority employees in C.U.P.E. Local 2888 Custodial/Maintenance who are employees of the Halton Catholic District School Board, subject to clause 14.01(a)(5) who serve a waiting period.

2) **Administration of the Plan.**

Subject to the final authority of the Board, the administration of the Plan shall be vested in the Executive Officer, Human Resources Services. The Executive Officer, Human Resources Services, shall keep a record of the credits and deductions for each employee and shall provide a statement to each employee annually not later than January 15th of each calendar year of the state of their credit under the Plan.

- 3) Final Authority.
In case of dispute with respect to credits or deductions, the decision of the Board shall be final subsequent to prior consultation between the employee concerned and the administrative officials.
- 4) Waiting Period for Sick Leave Entitlement.
All employees to be eligible for cumulative sick leave, must undergo a one (1) month waiting period prior to exercising any sick leave entitlement.
- 5) Sick Leave and Credits
 - a) Each full time seniority employee shall be entitled to two (2) days of sick leave for each full month worked. Sick leave credits may be accumulated to a maximum of 260 days.
 - b) Each seniority part time employee whose work schedule is equal to or greater than twenty (20) hours per week shall be entitled to one (1) day of sick leave for each full month worked subject to a maximum accumulation of one hundred (100) days.
 - c) Each seniority part time employee whose work schedule is less than twenty (20) hours per week shall be entitled to one half (1/2) day of sick leave for each full month worked subject to a maximum accumulation of one hundred (100) days.
 - d) At the end of each calendar year, all of the balance of that year's sick leave allowance for each employee, after deducting absences due to personal illness, or injury, will be credited to such employee's accumulated sick leave account.
 - e)
 - i) Each day's absence of an employee due to personal illness or injury will cause a deduction first from the current year's allowance, then and if the allowance be exhausted, from the employee's accumulated sick leave account.
 - ii) No employee, however, may draw more than 260 days (full-time) or 100 days (part-time) of sick leave from the accumulated sick leave account for any one illness or injury.
 - iii) The employee shall re-enter the service of the Board for one (1) complete term (one (1) complete month) before drawing on the employee's accumulated credit again.
 - iv) Consequently, once an employee has banked the permitted accumulation of sick leave credits, the employee's sick leave, therefore becomes non-cumulative so that sick leave days earned in the year of the sick leave absence may be used prior to drawing on the days of entitlement but will not be accumulated beyond the year earned.
- 6) Reporting and Certification of Absences
 - a) All absences must be reported through the SEMS and a courtesy call to the employee's Supervisor immediately.
 - b) Absences for personal illness or injury for a period not exceeding three (3) consecutive working days may be certified by the Supervisor unless the Executive Officer, Human Resources Services asks specifically in a particular instance for certification in writing by a qualified medical or dental practitioner.

- c) All absences exceeding three (3) consecutive working days must be certified by a qualified medical or dental practitioner.
- d) For absences exceeding one (1) month, the Board may request a medical certificate from a doctor appointed by the Board in order to continue sick leave payments. When the Board requests a doctor's certificate from an employee related to an absence on sick leave for less than three (3) days and the employee's physician charges for such certificate, the Board shall subsequently reimburse the employee after receipt of a doctor's invoice.

7) Computation of Daily Rate

Sick leave claims shall be computed for payment on the basis of the daily salary rate of the employee at the time of the absence.

8) Absence Chargeable to Sick Leave

Deductions shall be made from an employee's sick leave credit for the number of days of absence because of personal illness. No salary payments shall be made to the employee for absence beyond the number of days to the employee's credit in the sick leave plan.

(b) Payment of Death

In the case of the death of a full time employee in service, 100 per cent (100%) of the employee's accumulated sick leave benefits shall be paid to the employee's estate.

(c) Retirement Age

Retirement will be at the end of the month in which an employee's sixty-fifth (65th) birthday occurs or at the end of the school year during which the sixty-fifth (65th) birthday occurs.

- 14.02 When an employee's sick leave credits are exhausted, he/she shall cease to receive any salary payments but will be entitled to continue benefits participation for six (6) months. The Board will continue to contribute its share of the monthly premiums provided the employee contributes his/her share of the monthly premiums for the same period.

ARTICLE XV - HEALTH AND SAFETY

- 15.01 The Board shall recognize and deal with Health and Safety matters through the site based Health and Safety Committee, in accordance with the Occupational Health and Safety Act.

ARTICLE XVI - VACATIONS

- 16.01(a)(i) Vacation entitlement shall be calculated and taken on a yearly basis. Vacation with pay shall be granted to full-time employees of the Board in accordance with the following:

- 1 year's seniority, as at employee's anniversary date - 2 weeks vacation with pay.
- 3 year's seniority, as at employee's anniversary date - 3 weeks vacation with pay.
- 9 year's seniority, as at employee's anniversary date - 4 weeks vacation with pay.
- 16 year's seniority, as at employee's anniversary date - 5 weeks vacation with pay.
- 25 year's seniority, as at employee's anniversary date - 6 weeks vacation with pay.

- (ii) Part-time employees, who are in the employ of the Board who have been part-time employees of the Board for seven (7) years shall be entitled to six per cent (6%) of their regular annual wage as vacation allowance as per the Employment Standards Act.
 - (iii) Part-time employees, who are in the employ of the Board and who have been part-time employees of the Board for twelve (12) years shall be entitled to eight per cent (8%) of their regular annual wage as vacation allowance.
 - (iv) All other part-time employees, who have less than seven (7) year's service with the Board will be entitled to vacation allowance as outlined in the Employment Standards Act.
- (b) Any full-time employee, not having a year of service prior to the commencement of the vacation period, shall be allowed a vacation at the rate of one (1) working day for each completed month of service up to a maximum of ten (10) working days' vacation.
- 16.02 If a statutory or declared holiday falls or is observed during a full time employee's vacation period, an additional day's vacation for each such holiday shall be granted.
- 16.03(i) The time at which vacations for any employee shall be taken shall be prescribed by the employer in consideration of work conditions. Such request shall not be unreasonably denied.
- (ii) Seniority shall be the governing factor.
 - (iii) Vacation entitlement shall be taken at any time in the calendar year and the employee may apply to receive his/her vacation in a broken or unbroken period subject to approval by the employer.
 - (iv) All employees shall give notice of their vacation intentions by no later than March 30.
- 16.04 Notwithstanding 16.01 to 16.03 inclusive, if vacation entitlement is interrupted prior to the scheduled vacation period by prolonged illness or injury and such illness or injury is compensable by Worker's Compensation, the vacation of the affected full time employee will be rescheduled subject to the work requirements of the supervisor. The Executive Officer, Human Resources Services, reserves the right to request proof of illness or injury.
- 16.05 Two (2) additional days are added to the vacation entitlement of seniority employees. These additional days are to be taken during the Christmas Break.

ARTICLE XVII - PAID HOLIDAYS

17.01 The following holidays shall be recognized and paid for by the Board at the regular rate:

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

Heritage Day - (if or when declared by Provincial or Federal Government as a statutory holiday).

or days celebrated in lieu of any such holidays.

- 17.02 An employee will be entitled to holiday pay only if the employee works the last working day before and the first working day after a holiday and works on such holiday if the employee is scheduled to work. Provided, however, that an employee will not lose holiday pay if the employee is absent from work on such day and such absence is excused by the Executive Officer, Human Resources Services.

ARTICLE XVIII - EMPLOYEE WELFARE BENEFITS

- 18.01 All full time employees, except those who submit proof of coverage in writing to the Executive Officer, Human Resources Services, will automatically be enrolled in all existing welfare benefits under Clauses 18.02, 18.03, 18.05(a) and 18.06.

- 18.02(i) The Ontario Health Insurance Plan (OHIP) premiums are compulsory deduction. The Board shall assume responsibility for one hundred per cent (100%) of the monthly premiums effective September 1, 1989.

(ii) Family Premiums

The family premium covers married employees who elect for family premium coverage or one parent who is supporting a family. The family premium covers both spouses and children under the age of 21 years who are unmarried, not employed and dependent for support upon the insured person. This includes an adopted child or one to whom the insured person stands in the position of a parent and for whom claim can be made for deduction of income tax purposes.

Also eligible as dependents are children aged 21 and over who are financially dependent upon the insured person because of physical or mental infirmity, provided each such child was financially dependent upon that person prior to the age of 21 years. The family premium does not cover dependent fathers, mothers, aunts, uncles, grandparents, etc.

iii) Single Premium

The single premium covers single employees of the Board.

- 18.03 The Board will contribute one hundred per cent (100%) towards the cost of the monthly premiums for the Extended Health Benefit Plan for eligible employees.

- 18.04(a) The Board will contribute one hundred per cent (100%) towards the cost of the monthly premiums on the first \$50,000 of coverage for the Group Life Insurance Plan.

- (b) Additional supplementary coverage, over and above the first fifty thousand dollars (\$50,000) to a maximum of one hundred and fifty thousand dollars (\$150,000), shall be available to all eligible employees at no cost to the Board. Participation in the base policy of fifty thousand dollars (\$50,000) will be compulsory for all employees.

- (c) Additional optional coverage shall be available, to a maximum of one hundred thousand dollars

(\$100,000), to all eligible employees at no cost to the Board.

- (d) The Board will administer an Accidental Death and Dismemberment Plan. The Board will assume responsibility for one hundred per cent (100%) of the monthly premium on the compulsory base plan of fifty thousand dollars (\$50,000).
 - (e) Additional Accidental Death and Dismemberment Insurance, to an amount equal to the supplementary coverage, over and above the basic fifty thousand dollars (\$50,000), will be available to all eligible employees at no cost to the Board.
 - (f) Dependent Life Insurance Coverage is available to all eligible employees, at no cost to the Board, in the amount of ten thousand dollars (\$10,000), in the event of the death of the spouse of the insured employee and ten thousand dollars (\$10,000) per child in the event of death.
- 18.05(i) The Board will contribute one hundred per cent (100%) of the cost of monthly premiums for the Dental Plan for eligible employees.
- (ii) Effective October 1, 2005, the Vision Care Plan shall be increased to reimburse adults covered by the Plan up to \$225.00 in a two (2) year period.
 - (iii) Effective December 1, 1992, contact lenses will be covered as per prescription glasses.
- 18.06 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, an employee who retires from the Board prior to age 65 may retain membership in any of the group benefit plans to which the employee belongs at the time of retirement until the employee attains the age of 65 years. The retired employee must pay the full premium cost to maintain the employee's participation and coverage under the group contracts.
- 18.07 If during the life of this Agreement:
- (a) the premiums in any plans covered in Clauses 18.02, 18.03, 18.05(i) and 18.06 are increased, and the Board pays more premiums on behalf of other employees of the Board than on behalf of the employees in this bargaining unit;

OR

- (b) the Board increases its percentage contribution towards the plans covered in Clauses 18.02, 18.03, 18.05(i) and 18.06; the employees of this bargaining unit who are eligible for benefits under this Agreement will receive a like improvement.
- 18.08 Part time custodians, who continually work seventeen (17) or more hours per week, are eligible to participate in those benefits identified in 18.01, 18.02, 18.04(a), (d), and 18.05. The Board will pay fifty per cent (50%) of the monthly premiums towards 18.01, Dental; fifty per cent (50%) of the monthly premiums towards 18.02 Extended Health and 18.04(a) and (d) Term Life and Accidental Death and Dismemberment. For those part time custodians working hours in excess of seventeen (17) hours per week, the Board will pro-rate the monthly premiums for those benefits herein described in 18.08 to reflect the percentage of time worked.

- 18.09 It is understood and agreed that the plans themselves do not form part of this Collective Agreement.
- 18.10 The Board may at any time substitute another carrier provided that the benefits are not in total decreased, and provided that the Union be given prior consultation.

ARTICLE XIX - HOURS OF WORK

- 19.01 It is expressly understood and agreed that the provisions of this Article XIX shall not be construed to be a guarantee or a limitation of the hours of work per day or per week or otherwise nor as a guarantee of working schedules.
- 19.02 The regular work day for full-time employees is eight (8) hours per day and the regular work week is forty (40) hours per week. It is understood that day shift employees are entitled to take an uninterrupted lunch from 11:00 am to 12 noon and will not be required to perform work during this lunch break.

It is understood that afternoon shift employees are entitled to take an uninterrupted lunch from 7:30 p.m. to 8:00 p.m. and will not be required to perform work during this lunch break.

- 19.03 All full-time employees are permitted a fifteen (15) minute break period at approximately the midpoint of each half shift.

All part-time employees working a regular shift of four (4) consecutive hours or more are permitted a fifteen (15) minute break at approximately the mid-point of the shift.

- 19.04 Employees shall be paid a shift premium differential for each hour worked after 3:30 p.m.
- 19.05 With respect to portable classroom cleaning only, the most senior full time custodian will be assigned to work inside the main building for the security and safety of Board property, subject to exceptional circumstances.
- 19.06 Part time custodians are to be offered summer work before students or temporary hires.

ARTICLE XX - OVERTIME

- 20.01(a) Overtime at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay will be paid for work performed in excess of eight (8) hours per day or forty (40) hours per week, or for work performed on Saturdays. Overtime at the rate of time and one-half (1 1/2) of the employee's regular straight time rate of pay will be paid when a part-time employee is required to work beyond the regularly scheduled shift to cover for an absent employee or for any other reason determined by the Executive Officer, Human Resources Services.
- (b) Overtime at the rate of two times (2X) the employee's regular rate of pay will be paid for work performed on Sundays and on the holidays referred to in Article 17.01 hereof. On such holidays, the aforesaid payment shall be in addition to the holiday pay for those employees who qualify pursuant to Article 17.02 hereof.

- (c) The foregoing {i.e. 20.01(a) and 20.01(b)} shall not apply to Saturdays and Sundays where a regular shift has been scheduled. Where Sundays are included in a regularly scheduled shift, there shall be a premium of twenty-five cents (\$0.25) per hour for each hour worked on such Sundays.

20.02 Call In

When an employee is called in from home to report for work for two (2) hours or more prior to the next scheduled starting time, the employee shall receive a minimum of two (2) hours work or pay in lieu thereof at the appropriate overtime rate. During school vacation periods this provision shall not apply to employees whose shifts are altered.

20.03 Security Check

An employee assigned to perform security checks will be paid for a minimum of one and one-half (1 1/2) hours for the work performed, at the appropriate overtime rate for each call out from home (an employee shall be considered to be called out when the employee is in fact called out or when the employee is scheduled to perform a security check). Such security checks shall be made between twelve o'clock noon (12:00) and nine (9:00) p.m.

Note: If by reason of normal or special duties, the custodian is in the school on Saturday or Sunday, the security check allowance will not be paid. Custodian duties associated with servicing or live-in retreats or similar activities shall be considered normal overtime and shall be paid according to the actual number of hours worked.

20.04 Electronic Signal Call Out

When an employee is called out as a result of a monitored signal from in-school equipment, the employee shall be paid two (2) hours at the appropriate premium rate. Such a call out shall involve a complete check of the building.

As well as a complete check, there will be a thirty (30) minute minimum standby to allow for testing, checking and validation as to the functional condition of equipment, and a possibility that a condition of break and enter did occur at the time of the receipt of the signal.

- 20.05 In no case will there be a compounding or pyramiding of overtime or other premium compensation.

20.06 Weekend Overtime

The Board will endeavour to distribute weekend overtime in a particular school equitably among the full-time employees in that school on a rotating basis.

- 20.07 Overtime worked can be paid at the option of the employee, either at the proper overtime rate of pay or it can be accumulated as lieu time, but not a combination of both. Lieu time can only be taken with Board approval which is subject to efficient and effective operational requirements of the Board. Employees are only entitled to accumulate a maximum of 40 hours lieu time from April 1 to March 31 of each year.

All accumulated lieu time shall be taken either during the Christmas Break or the March Break or a date otherwise approved by management.

All accumulated lieu time must be used by March 31st of each year and any unused lieu time as of

that date shall be paid out to each employee at the appropriate rate of pay.

- 20.08 The Board agrees to share available overtime equitably among those employees who express an interest in same. Employees will be requested to complete and sign a form declaring their interest. The Board will establish, from the forms received, a list in order of seniority, to be used for available overtime on a rotating basis.

ARTICLE XXI - TRANSFERS

- 21.01 With the exception of an employee designated as a relief, an employee who is temporarily transferred to a different job classification within the bargaining unit for more than one-half (1/2) a working day shall be paid while so employed as follows:
- (a) If the transfer is for the convenience of the Board and if the rate of pay in the classification to which the employee is transferred is less than the employee's rate of pay, the employee shall receive the regular rate of pay.
 - (b) If the transfer is for the convenience of the employee or to enable the employee to avoid lay-off, and if the rate of pay in the classification to which the employee is transferred is less than the employee's regular rate of pay, the employee shall receive such lesser rate.
 - (c) If the rate of pay in the classification to which the employee is transferred is higher than the employee's regular rate of pay, the employee shall receive such higher rate of pay.
- 21.02 When an employee in the bargaining unit is subject to reassignment for the convenience of the Board due to school vacation cleaning, the reassignment will be done by reverse order of seniority.

ARTICLE XXII - UNIFORMS

- 22.01(a) All full-time employees shall be supplied with two (2) shirts, and two (2) pairs of trousers on a yearly basis. One Spring/Fall windbreaker will also be supplied and replaced on an as needed basis.
- Effective January 1, 1995 all maintenance employees shall receive two (2) pairs of coveralls which will be replaced on an as needed basis.
- All part time custodians will be supplied with two (2) smocks or two (2) shirts and two (2) pairs of trousers on a yearly basis.
- All full-time and part-time employees shall be dressed neatly in the above supplied uniform clothing when on duty and are responsible for any expenditure over and above the annual uniform replacement allowance required to maintain this clothing.
- (b) All full-time employees who request in writing shall be supplied with two (2) pairs of uniform shorts every other year. Uniform shorts may be worn from July 1st to the Labour Day weekend each year.
 - (c) All full-time employees shall be supplied with one (1) winter parka. In the event a replacement is

required, said replacement will be at the discretion of the Superintendent, Facilities Services or his designate.

- (d) A committee shall be established by the Board to review the current uniform worn by the caretaking and maintenance staff. There shall be equal representation from CUPE, Local 2888 Custodial/Maintenance and the Board. This committee will report its recommendations to the Superintendent, Facilities Services no later than December 15, 1992.

22.02 The Board will pay to a maximum of one hundred and twenty five dollars (\$125.00) towards the cost for a pair of safety boots or a pair of safety shoes when required by legislation or approved by the Superintendent, Facilities Services.

The employer agrees to designate three locations where safety foot wear may be purchased, one in Burlington, one in Oakville, and one in the north County (Georgetown or Milton).

ARTICLE XXIII WAGE SCHEDULE

23.01

<u>JOB CATEGORIES</u>	HOURLY RATE IN EFFECT October 1, 2004	HOURLY RATE IN EFFECT October 1, 2005	HOURLY RATE IN EFFECT October 1, 2006
Start rate	\$16.19	\$16.51	\$16.92
Twelve month rate	\$17.07	\$17.42	\$17.85
Floater Custodian (twelve month rate)	\$17.86	\$18.22	\$18.67
Elementary Day Custodian A (under 50,000 sq. ft)	\$17.86	\$18.22	\$18.67
Elementary Day Maintenance Custodian B (50,000 +)	\$18.50	\$18.87	\$19.34
Secondary Maintenance Custodian	\$18.69	\$19.06	\$19.54
Each additional 25,000 sq. ft above 75,000 sq. ft.	\$ 0.23	\$ 0.24	\$ 0.25
Afternoon Custodian	\$17.07	\$17.42	\$17.85
Lead Hand – Secondary	\$ 0.27	\$ 0.27	\$ 0.28
SKILLED TRADES			
Group 1	\$21.81	\$22.24	\$22.80
Group 2	\$20.64	\$21.06	\$21.58
Group 3	\$16.93	\$17.27	\$17.70
Part Time Custodian	\$17.07	\$17.42	\$17.85
Shift premium	\$ 0.54	\$ 0.55	\$ 0.57

	HOURLY RATE IN EFFECT October 1, 2007	HOURLY RATE IN EFFECT August 30, 2008
<u>JOB CATEGORIES</u>		
Start rate	\$17.43	\$17.55
Twelve month rate	\$18.39	\$18.52
Floater Custodian (twelve month rate)	\$19.23	\$19.37
Elementary Day Custodian A (under 50,000 sq. ft)	\$19.23	\$19.37
Elementary Day Maintenance Custodian B (50,000 +)	\$19.93	\$20.06
Secondary Maintenance Custodian	\$20.12	\$20.26
Each additional 25,000 sq. ft above 75,000 sq. ft.	\$ 0.25	\$ 0.25
Afternoon Custodian	\$18.39	\$18.52
Lead Hand – Secondary	\$ 0.29	\$ 0.29
SKILLED TRADES		
Group 1	\$23.48	\$23.65
Group 2	\$22.23	\$22.39
Group 3	\$18.23	\$18.36
Part Time Custodian	\$18.39	\$18.52
Shift premium	\$ 0.58	\$ 0.59

23.02 Mileage for employees shall be in accordance with Board established rates and subject to the

approval of the Superintendent, Facilities Services.

ARTICLE XXIV - PAYMENT OF WAGES

24.01 "The Board shall pay wages bi-weekly on Thursday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On the Friday following pay day, each employee shall be provided with an itemized statement of his/her wages and deductions".

ARTICLE XXV - TERM OF AGREEMENT

25.01 This Agreement shall become effective upon the 1st day of October 2004 and shall terminate at midnight upon the 30th day of September 2008. The Agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing of not more than ninety (90) days and not less than thirty (30) days from the termination date of their desire to amend or terminate it. Changes may be made in this Agreement by mutual agreement at any time during the existence of this Agreement.

The Board agrees to furnish each seniority employee with a copy of the current Collective Agreement.

This AGREEMENT is HEREBY duly executed by the authorized representatives of the parties hereto as of the day and date first above written.

APPENDIX "A"**LETTER OF INTENT****CHRISTMAS BREAK**

The Board agrees to continue its practice of allowing members of Local 2888 Custodial/Maintenance to work make-up days, at straight time, so that they may have time off between Christmas and New Year's.

APPENDIX "B"**LETTER OF UNDERSTANDING**

The Board agrees to share available overtime equitably among those employees who express an interest in same. Employees will be requested to complete and sign a form declaring their interest. The Board will establish, from the forms received, a list in order of seniority, to be used for available overtime on a rotating basis.

APPENDIX "C"**MANAGED HEALTH CARE**

The parties agree that the following modifications on a Managed Health Care plan will be implemented by September 1, 1998.

1. Dental Benefits

- (a) There will be a one (1) year lag in the Ontario Dental Association (ODA) fee guide.

i.e. benefits in the 1998 calendar year will be based on the fee guide in effect on January 1, 1997.

- (b) Recalls will be as follows:
i) Eligible dependent children - 9 months
ii) Eligible adults - 12 months and 9 months effective April 1, 1999.
- (c) Periodontal scaling will be unlimited.
- (d) Bitewing x-rays will be limited to one (1) during an eighteen-month period.
- (e) Complete oral exams will be limited to one (1) every five (5) years.
- (f) Dental re-lines will be limited to one (1) every five (5) years.
- (g) Fluoride limited to one (1) per year.

2. Medical

- (a) A pay direct drug card will be introduced with positive enrolment and C.O.B.
- (b) All eligible drugs shall be as per the national formulary.
- (c) Should an employee require a prescribed drug that is not available on the national formulary, the plan shall pay 80% towards the cost of such drug. It is agreed and understood that over the counter drugs are not eligible for payment.
- (d) Massage therapy prescribed by a physician shall be limited to a maximum of \$500.00 annually.
- (e) Hearing Aids shall be limited to \$600.00 annually.
- (f) Mastectomy brassieres shall be limited to two (2) annually.

LETTER OF CLARIFICATION

MILEAGE ALLOWANCE

The following is the manner in which mileage will be paid to floater custodians.

1. If the floater is assigned on a daily basis, i.e. a different assignment each day, he/she will be paid

mileage from the Board Office to the assigned site and back to the Board Office.

2. If the floater is assigned to a site for longer than one day he/she will be paid mileage from the Board Office to the site on the first day of the assignment and from the site to the Board Office on the last day of the assignment.

LETTER OF INTENT

STAFFING

If the Board determines that the Daniel's Report requires modifications, the Facility Services will maintain its current practice of meeting with representatives of Local 2888 Custodial/Maintenance to discuss said modifications.

LETTER OF INFORMATION

The normal hours of work for the following classifications are:

Day Custodian - 6:00 a.m. to 3:00 p.m. with one hour for lunch (unpaid).

Afternoon Custodian 3:30 p.m. to 12:00 mid-night with one half hour for lunch, unpaid.

Skilled Trades 7:00 a.m to 3:30 p.m. with one half hour for lunch (unpaid).

Part time custodians' hours will be scheduled according to the needs of individual schools.

Secondary Schools 12:00 noon to 4:00 p.m.

The Board reserves its right to add new schedules as its needs dictate.

This letter is for the information of employees only and is not subject to the grievance or arbitration procedure.

LETTER OF UNDERSTANDING

LAYOFFS

During the terms of this Collective Agreement if the Board agrees to a layoff provision with any other bargaining units the parties will meet to negotiate this issue with respect to this Collective Agreement. This letter will expire on September 30, 2001.

LETTER OF INTENT

JOB DESCRIPTIONS

The Board further agrees to develop job descriptions for newly created positions or whenever the job

duties pertaining to an established position are substantially changed. The Board, in consultation with the Joint Job Evaluation Committee will evaluate the position(s) using the Board's official job evaluation plan. Nothing in this letter denies the union its right to negotiate on behalf of any bargaining unit member.

The Board agrees that no employee will be given a job description which has not been Board approved and processed through the Joint Job Evaluation Committee.

LETTER OF UNDERSTANDING

CONTRACTING OUT AND WORK OF THE BARGAINING UNIT

It is understood that in the event that the Board is compelled to contract out work currently performed by the bargaining unit, the Board will meet with Union representatives of the Union Management Committee to discuss the reason for contracting out the work.

LETTER OF INTENT

TRAINING

During the term of this Agreement, the parties agree that when an employee is required to become familiar with new equipment and/or procedures, the employer will provide training, during regular working hours or paid time in lieu thereof if not during regular working hours for the employee to familiarize themselves with the new equipment.

LETTER OF UNDERSTANDING

NOTICE OF STAFF ADJUSTMENTS

The parties agree to meet as far in advance as possible of any staff adjustments and no later than two weeks after layoff notice or reduction is given to the Union. At the time the parties will meet to discuss a process to explore all reasonable options to layoffs or reductions such as attrition, voluntary leaves of absence, retraining and voluntary exit plans.

LETTER OF UNDERSTANDING

JOB POSTING

The successful applicant for a job posting shall be afforded the opportunity of visiting the prospective work location on work time prior to commencing work in the new position. After such a visit, the successful applicant shall have the right to refuse the new position.

LETTER OF AGREEMENT

FLOATER CUSTODIANS

It is agreed that the wage rate paid for floater custodian is higher than other custodians in recognition of the possibility of having to work other than regular day shift and inconvenience for moving from one location to another. It is agreed that if the employer requires a floater custodian to work an afternoon shift these assignments will be offered on an equitable basis among floater custodians.

LETTER OF INTENT

STD-LTD PLANS

It is agreed that a joint committee comprised of equal representation from the Board and CUPE Local 2888 Custodial/Maintenance will review a Short Term-Long Term Disability Plan in order to discuss replacing the existing sick leave plan contained in Article 14 that will result in long term cost savings to the Board.

LETTER OF INTENT

The parties agree to discuss any concerns related to the location and composition of the schematic drawing of work sites at Labour Management.

LETTER OF INTENT

Effective January 15th, 2006, the Board will adjust the seniority lists to reflect the changes in Article 2.02(vi), and make any adjustments, if applicable, including a re-calculation of vacation entitlements, on a go forward basis.

LETTER OF UNDERSTANDING

Re: Maintenance Custodian Training

March 26, 2003

The parties agree to discuss agreed upon modules to become a Maintenance Custodian through the Labour Management Committee.

The Board will consider the completion of these modules to mean an employee is fully qualified for Maintenance Custodian positions.

Promotion to Maintenance Custodian positions will be based on seniority only, where applicants are fully qualified.

Timelines for the completion of courses and the implementation of this letter of understanding will be determined through the Labour Management Committee.

It is understood that if any module is mandated by the Board and is required to perform the duties of an employee's current classification, then the Module(s) will be provided on Board time and will be paid for by the Board.

If an employee expresses an interest in participating in training Modules in order to further his/her potential for promotion, then the employee will take the training Module on his/her own time.

January 9, 2002

Mr. Frank Wilkie
President
CUPE Local 2888

LETTER OF CLARIFICATION TO THE PRESIDENT

Dear Mr. Wilkie:

A joint committee of Union/Management representatives will develop the Halton Catholic District School Board Training Modules.

It is understood that if any Module is mandated by the Board and is required to perform the duties of an

employee's current classification, than the Module(s) will be provided on Board Time and will be paid for by the Board.

If an employee expresses an interest in participating in training Modules in order to further his/her potential for promotion, then the employee will take the training Module on his/her own time.

This letter does not supersede the Memorandum of Settlement between CUPE Local 2888 and the Halton Catholic District School Board dated June 14, 2001.

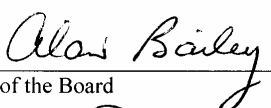
Yours truly,

T. J. Fauteux
Superintendent
Human Resources

**THE HALTON CATHOLIC
DISTRICT SCHOOL BOARD**

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 2888
CUSTODIAL/MAINTENANCE**


Signed this day of 2005



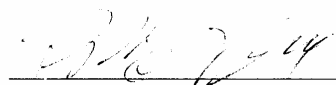
Chair of the Board



CUPE Representative



Director of Education and
Secretary of the Board



Negotiations Committee Member



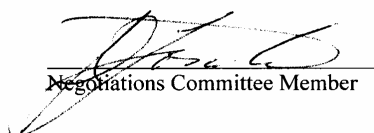
Executive Officer,
Human Resources Services



Negotiations Committee Member



Negotiations Committee Member



Negotiations Committee Member

Negotiations Committee Member