



**AGREEMENT**

BETWEEN

**THE WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD**

(HEREINAFTER CALLED "THE BOARD")

AND

**THE MEMBERS OF  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND LOCAL 256**

EMPLOYED BY THE BOARD

(HEREINAFTER CALLED "THE UNION")

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

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The Wellington Catholic District School Board and C.U.P.E. Local 256 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

This Collective Labour Agreement made and entered into this 1<sup>st</sup> day of September, 2008 by and between "The Wellington Catholic District School Board", hereinafter called the "Board" and The Canadian Union of Public Employees and Local No. 256 thereof, hereinafter called the "Union".

## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations and to promote co-operation and harmony between the "Board" employees and the "Union" and to provide an amicable method of settling differences, which might arise hereunder.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 Subject to the terms of this Agreement, the "Union" recognizes that the operating of the schools and the full direction of the working forces is the exclusive function and responsibility of the "Board". Without restricting the generality of the foregoing the "Union" recognizes the right of the "Board" to determine the scheduling of the work force, the methods and procedures to be used, the kinds and location of tools, materials and control of materials that may be used in the operations to be performed. The "Union" further recognizes the right of the "Board", subject to the terms of this Agreement, to hire, retire, promote, determine qualifications and capabilities, transfer, demote and lay off employees and to suspend, discharge or otherwise discipline employees for cause, maintain order, discipline and efficiency and to determine standards of performance for all equipment, employees and operations.
- 2.02 The "Union" further acknowledges that the "Board" has the right to make and/or alter from time to time reasonable rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules shall be posted in the customary locations for this type of information. An employee may be disciplined, or discharged for infraction of rules and/or regulations referred to in this clause.

- 2.03 The "Board" agrees that it will not exercise its management rights for the purpose of restricting or limiting the rights of its employees herein granted.

### **ARTICLE 3 - RECOGNITION**

- 3.01 The "Board" recognizes the "Union" as the exclusive bargaining agent of all employees of the "Board" engaged in Maintenance Services and Plant Operations save and except supervisors, persons above the rank of supervisor, office staff and employees regularly employed for less than fifteen (15 hours) per week.
- 3.02 No full-time supervisor, persons above the rank of supervisor or member of the office staff shall normally perform work that would be done by members of the bargaining unit except for the purposes of instruction, experimenting or in emergencies when regular employees are not readily available and provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of such employees.
- 3.03 No employee in the bargaining unit shall be required or permitted to make any written or verbal agreement with the "Board" or their authorized representatives, which will conflict with the terms of this Collective Agreement unless mutually agreed by the parties to this Agreement.
- 3.04 a) "Part-time employee" shall mean a person employed by the "Board" on a continuous basis between fifteen (15) and twenty-three (23) hours per week.

A part-time employee does not include a temporary or casual employee as defined in Article 3.04 (b) of this Agreement. Temporary and casual employees are not members of the bargaining unit or covered under this collective agreement with the exception of the payment of the wage rate and union dues deduction in accordance with the Collective Agreement."

- b) "Temporary Employee" shall mean a person employed by the "Board" on a temporary basis for special projects, or during periods of heavy workload, or in cases of emergency, or to replace employees absent due to prolonged illness, or for similar purposes, or approved leave of absence. A temporary employee shall not be hired for a term longer than eighty (80) working days, however such period may be extended by mutual agreement between the parties.

The Union agrees that the "Board" shall have the right to hire a temporary employee to replace an employee for the duration of an Employee Funded Leave, or legislated Pregnancy/Parental Leave.

#### **ARTICLE 4 - BOARD AND UNION RELATIONS**

4.01 The "Board" acknowledges the right of the "Union" to appoint or otherwise select a Union Committee, which shall consist of not more than four (4) members. Such members shall be regular full-time employees of the "Board" and shall be members of the bargaining unit and have completed their probationary period. Such Committee shall have the right at any scheduled meeting held with the "Board" to have the assistance of a full-time staff representative of the Canadian Union of Public Employees when dealing or negotiating with the "Board". The "Union" will advise the "Board" of the members of said Committee and shall keep the "Board" informed of any changes at all times so that the "Board" will be currently informed.

4.02 This Committee shall be known as the "'Union" Committee" and shall function as a Negotiating Committee and/or a Grievance Committee. The "Board" will recognize and deal with said Committee in an endeavour to complete a collective agreement between the "Union" and the "Board".

The "Board" further agrees that it will recognize and deal with said committee with respect to any grievances, which might arise during the life of this collective agreement and in accordance with its terms, and participation in Labour/Management meetings.

4.03 The full-time staff representative of the Canadian Union of Public Employees may have the right of access to the "Board's" premises in order to investigate and assist in the settlement of a grievance. Before entering such premises the staff representative must have prior approval of the "Board". The "Board" shall have the right of designation of time and conditions.

4.04 A current member of the "'Union" Committee" upon request to the "Board" shall be permitted reasonable time off without loss of pay to attend meetings scheduled between the "Union Committee", the "Union" and the "Board" during working hours.

4.05 Both parties agree that each committee person is employed to perform full-time work for the "Board" and that the work place will not be left

during working hours except to perform the duties as a committee person under this Agreement. Therefore, no committee person shall leave the work place without obtaining the permission of the supervisor or in the supervisor's absence an authorized representative of the "Board", and subject to operational requirements such permission will not be unreasonably withheld.

- 4.06 Both parties agree that there will be no discrimination nor interference, coercion or intimidation, by reason of race, sex, or marital status, exercised or permitted with respect to any employee in the bargaining unit nor because of membership or non membership in the "Union".
- 4.07 All correspondence between the parties arising out of this Agreement, unless otherwise specified, shall pass to and from the Executive Manager, Human Resources or designate of the "Board" and the Chairperson of the Union Committee.

#### ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 An employee who has a complaint shall discuss same with the Custodial Supervisor or the Maintenance Supervisor with a committee person present, within ten (10) working days of the incident, which initiated the complaint. If the complaint is not settled, it may be treated as a grievance and thereafter processed through the following steps in sequence:

Step 1 - The employee shall meet with the Administrator of Plant and Operations and/or an authorized representative and present the grievance no later than ten (10) working days following the date of the last discussion with the Custodial Supervisor or the Maintenance Supervisor wherein the complaint became or was treated as a grievance. The employee shall be accompanied by a member of the "Union Committee". The Administrator of Plant and Operations or an authorized representative of the "Board" shall give a reply in writing within ten (10) working days following the last meeting in this step of the grievance procedure.

Step 2 - Failing settlement at Step 1, the grievance shall be submitted in writing to the Administrator of Human Resources within ten (10) working days of receipt of the reply in Step 1. The employee shall be accompanied by a member of the "Union Committee." The Executive Manager, Human Resources or designate, shall give a reply in writing within ten (10) working days following the last meeting in this step of the grievance procedure.

Step 3 - Failing settlement at Step 2, the grievance shall be submitted within five (5) working days to the Superintendent of Corporate Affairs and Treasurer. Upon receipt of the grievance, the Superintendent will convene a meeting with the employee, who will be accompanied by the Union Committee, within ten (10) working days of receipt of the grievance at Step 3. The Superintendent shall give a reply in writing within five (5) working days of the last meeting in this step of the grievance procedure.

- 5.02 Where a dispute involving a question of general application or interpretation occurs, the "Union" shall have the right to originate a grievance. It is understood that the "Board" may bring forward at any meeting with the "Union Committee" any complaint or grievance and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration.
- 5.03 The "Board" shall supply the necessary facilities for the Grievance Meetings.
- 5.04 The time limits outlined in the grievance procedure including arbitration, may be extended by mutual agreement, which will not be unreasonably withheld.
- 5.05 A grieved employee may be required by either party to attend a meeting between the "Board" and the "Union". No more than one (1) employee shall be requested to attend a meeting unless it is mutually felt that more than one (1) is necessary. Any employee(s) so attending during working hours shall do so without loss of pay.
- 5.06 The "Union" agrees that the final written answer of the "Board" to a grievance at any step in the grievance procedure shall dispose of the grievance, unless the grievance is advanced to the next step of the grievance procedure within the time-lines outlined above. The only exception being arbitration as per 6.01.
- 5.07 A seniority employee who feels that a suspension or discharge has been unjustly administered shall have the right to appeal herewith the discharge or suspension in accordance with the grievance procedure herein provided. Such appeal must be in writing addressed to the "Board" and the "Union" and must be in the "Board's" hands, no later than five (5) working days after the effective date of suspension or discharge. If such appeal is properly made, the matter shall be negotiated through the grievance procedure and if it is determined that such employee has been unjustly suspended or discharged, the employee shall be reinstated to their former position without loss of seniority and shall be compensated at their normal hourly rate for

normal hours lost from work because of the suspension or discharge. It is further agreed that the conferring parties or Arbitration Board shall have the power to make any other arrangement in compensation and/or penalty, which in their opinion is just and equitable.

5.08 **Grievance of New Hourly Rates**

Grievances on new hourly rates established after the effective date of this Agreement excepting those affected by general wage adjustments are subject to the grievance procedure including arbitration. When the duties of an existing classification are changed sufficiently to justify a decrease or increase, the "Board" shall have the right to establish a new hourly rate.

If the "Board" does not alter a rate and the "Union" is of the opinion that the change in duties is substantially enough to justify a change in rate of at least five percent (5%), the "Union" shall have the right to initiate a grievance.

**ARTICLE 6 - ARBITRATION**

- 6.01 Any grievance arising from the interpretation, application, administration or alleged violation of this Agreement which has not been settled under the grievance procedure, including any question as to whether a matter is arbitrable, may within but not more than fifteen (15) working days after the completion of Step 3 be submitted to arbitration by either party. When either party to this Agreement desires that a grievance be submitted to arbitration it shall notify the other party in writing. Such notification shall contain in so far as possible a complete and accurate statement of the grievance matter to be arbitrated. Within five (5) working days after the receipt of this notice each party shall appoint an arbitrator and notify the other party of its appointee. The two arbitrators, so appointed, shall select a chairperson of the arbitration Board within five (5) working days of the date of the last appointed arbitrator. If the recipient of the foregoing notice fails to appoint an arbitrator as herein specified or if the two appointees fail to agree upon a chairperson either or both parties shall make an application to the Minister of Labour for Ontario asking that the appointment be made. In the appointment for a Chairperson it is requested that preference be given to a member of the judiciary.
- 6.02 Each of the parties shall pay the charges and expenses of its appointee. The charges and expenses of the Chairperson of the Arbitration Board shall be borne equally by the "Board" and the "Union".

- 6.03 A decision by the majority of the Arbitration Board shall be final and binding upon both parties. Where there is no majority decision, the decision of the Chairperson of the Arbitration Board shall be the decision of such Board.
- 6.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part thereof. Unless mutually agreed no matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 6.05 Grievances on rate ceilings in effect on the effective day of this Agreement including those, which are affected by a general wage adjustment, are not subject to arbitration.
- 6.06 During the arbitration procedure the parties shall, upon request have the assistance of employee or employees concerned and/or witnesses. The "Union" will give the "Board" at least two (2) working days prior notice to the day of requirement of any employee called by them. All reasonable arrangements will be made to provide access to the schools to the Arbitration Board if and when requested to view working conditions that may be relevant to the settlement of the grievance.
- 6.07 Should the parties disagree as to the meaning of the arbitration decision, either party may apply to the Chairperson of the Board of Arbitration to clarify the decision.

#### **ARTICLE 7 - NO STRIKE OR LOCKOUT**

- 7.01 During the term of this Agreement there shall be no strikes or lockouts as defined in The Labour Relations Act of Ontario and the "Union" agrees that neither it nor its representatives shall cause or sanction any slowdown nor stoppage of work either partial or complete.

#### **ARTICLE 8 - SENIORITY**

- 8.01 a) An employee shall be considered a probationary employee until completion of three (3) continuous months of satisfactory service. After three (3) months of satisfactory service the employee shall be classed as a seniority employee and seniority shall date back to last date of hire. "Satisfactory Service" shall mean service satisfactory to the "Board". Probationary employees shall not have the right to grievance regarding discharge and the "Union" shall not have the right to act on their behalf upon such discharge.

- b) The probationary period for a part-time employee will be five hundred and twenty (520) hours.
- 8.02 Employees shall notify the "Board" in writing within one (1) week of changes in address or telephone numbers.
- A former employee on lay-off and subject to recall, will notify the "Board" by registered mail of changes in address or telephone numbers.
- 8.03
- a) A newly hired employee shall have job seniority after successful completion of the probationary period of three (3) months. In the case of transfer or promotion of an existing bargaining unit member to a new job, the employee shall be entitled to permanent status on such job after successful completion of a trial period of three (3) months.
  - b) In the transferring of a caretaker from one school to another school the "Board" will take into consideration the length of service which a caretaker may have in a particular school and will give every consideration, after consulting with such a senior employee, prior to any transfer.
- 8.04 An employee who is transferred shall continue to accumulate job seniority on the job from which the transfer was made until the employee acquires job seniority on the job transferred to, in accordance with Clause 8.03 above.
- 8.05 "Qualified Experience" shall mean the employee has worked on the job four (4) or more months and is presently able in the opinion of the "Board" to perform the job at a level of performance required of a satisfactory and experienced employee on such job.
- 8.06 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. An employee presently in the bargaining unit who is transferred to a position outside the bargaining unit and who returns to the bargaining unit, shall return to the job held prior to transfer but shall not displace an employee with greater seniority. Failing placement in such job the employee shall be placed in accordance with clauses 10.01 and 10.02. The employee shall retain the seniority held at the date of transfer from the bargaining unit and in addition time spent on a job(s) outside the bargaining unit shall be credited to the job held in the bargaining unit on the date of transfer out.
- 8.07 **Seniority List**

The "Board" agrees to furnish the "Union" with a seniority list based on employees' records, which shall contain the seniority date of each seniority employee. This list shall be supplied by the Human Resources Department on September 30 of each year, and at other times as reasonably requested by the "Union".

- 8.08 Seniority shall accumulate, except as otherwise provided for in this Agreement, during an approved personal leave of absence in accordance with Board policy and Regulation P/R.HRG.R.5, provided such accumulation does not exceed three (3) months.
- 8.09 Part-time employees hired after September 1, 2008, will earn seniority based on the number of hours worked. One (1) year of seniority equals two thousand and eighty (2080) hours.
- 8.10 The disciplinary record of an employee shall not be used against the employee at any time after twenty-four (24) months following disciplinary action (which will include verbal warnings and letters of reprimand), provided the employee has kept his/her record clear during such period. If an employee has had subsequent discipline (which will include verbal warnings and letters of reprimand) during the initial twenty-four (24) month period, then the initial letter will remain in the employee's file until twenty-four (24) months have expired from the date of the last verbal warning and/or disciplinary letter. Upon written request from the employee or the Union on the employee's behalf, documentation with regard to a verbal warning or disciplinary letter(s) will be removed from the employee's Human Resources file, provided they meet the above noted criteria.

## **ARTICLE 9 - JOB POSTING**

- 9.01 Where the Board decides to fill a vacancy (including new positions) in the bargaining unit, the following process will apply:
- (a) Except in the case of emergency, all vacancies for regular full-time positions shall be posted for five (5) working days on the Plant and Operations Conference and on the H.R. Job Posting Conference, with an e-mail copy going at the same time to the Local Chair. Transfers as a result of clause 2.01 will not be posted, however the consequential vacancy may be posted in accordance with this clause. A bargaining unit member, who desires to be considered for the vacancy, shall make a written application (which will include a resume & cover letter), either in person or by e-mail to the Human Resources Officer, Non-Teaching. The application must identify the position for which the employee is applying. Employees, who have submitted resumes within the six (6) month period preceding a posting, may elect not to submit an updated resume during that period. In the case of a lateral

transfer within the same job classification or a voluntary demotion, an e-mail expressing interest in the position must be submitted to the Human Resources Officer, Non-Teaching, in accordance with this clause.

- (b) The Union and the Board acknowledge the desirability of promotion and career progression within the Board.
- (c) Educational requirements or an equivalent combination of work experience and relevant skills, will be considered in the evaluation of candidates.
- (d) When assessing the qualifications of an applicant, the Board will consider the following factors:
  - Application and resume – employees will be expected to submit a current resume and cover letter.
  - Interview –In order to ensure fair and equitable interviews are provided for all qualified applicants, except in an emergency, the same interview committee will be present for all interviews, and the same questions will be asked, specific to each job posting. Responses will be recorded. Each person will be provided with the same opportunity to ask questions. The same scoring method will be used for all interviews. Applicants will be advised in advance of any tests that will take place as part of the interview process. Applicants may request their individual test results.
  - Skill – when evaluating an applicant’s skill level as it relates to the position, the interview committee will consider: related education, training and/or experience; proven ability to work effectively in a team environment and provide functional guidance to others.
  - Efficiency – when evaluating an applicant’s efficiency as it relates to the position, the interview committee will consider: the employee’s attendance record (i.e. absenteeism); punctuality; proven ability to work to deadlines; proven ability to work independently and without close supervision.
  - Job Ability – when evaluating an applicant’s job ability as it relates to the position, the interview committee will consider: the interview (including the quality of the application

(resume and cover letter); the interview responses; the accuracy on any testing.

- Seniority – seniority will only be used when two (2) or more candidates are considered by the interview committee to be “relatively equal”.

Applicants will be advised in advance of his/her interview, the marking/weighting scheme as it relates to the specific position, for each of the following: application and resume; interview; skill; efficiency; job ability; and any testing that may be required.

(e) It shall be the right of the Board subject to the terms of this agreement, to appoint persons it deems suitable to positions of responsibility within the bargaining unit including the position of Caretaker-in-Charge.

(f) The successful applicant shall be placed on a trial period for up to three (3) months. In the event the successful applicant proves unsatisfactory in the position, or if the successful applicant requests in writing to be removed from the position at any time during the trial period, the employee shall be returned to his/her former position and wage. Where operationally feasible the employee may be returned to his/her previous location and shift if vacant. If the position is no longer available, the employee will be transferred into another appropriate classification subject to skill, efficiency and job ability as determined by the Board, and his/her hourly rate will be red-circled.

- 9.02 There will be no posting required if an employee is offered and accepts an increase in hours at the same site up to a maximum of thirty five (35) hours per week.
- 9.03 Successful applicants and newly hired employees will not be eligible to post for transfer, except at the discretion of the “Board”, for a period of six (6) months from the date of transfer, promotion or hire. This clause does not apply to a promotional opportunity (increase in wage rate).
- 9.04 The Union Chairperson shall be notified in writing within one (1) week of all appointed hiring, lay-offs, permanent transfers, recalls, and termination of employment.
- 9.05 Employees may be loaned from one job to another for a period not to exceed four (4) consecutive weeks. Such time may be extended by mutual agreement. The Operations and Maintenance Utility employee as part of the duties may be required to work in other classifications for

longer periods of time. The "Board" will endeavour where practical to replace caretaking staff when on a leave of absence

9.06 **Hiring of Students**

- (a) The Board may at its discretion hire students for a period not to exceed four (4) consecutive months. Student employees will not be covered under the terms of this Collective Agreement.
- (b) If a student employee successfully applies for a posted bargaining unit position, his/her seniority will commence from the date of hire as a student employee, and they will be covered by the terms of this collective agreement effective his/her first day of work in a bargaining unit position.

**ARTICLE 10 - LAYOFF AND RECALL**

10.01 When it becomes necessary to lay-off employees in a job classification, probationary employees will be laid off first. If after the lay-off of probationary employees a further lay-off is necessary then employees who were transferred and have not attained job seniority on such job will be transferred back to the job where they last held job seniority.

If a further lay-off is necessary then seniority employees will be laid off in accordance with their seniority as follows:

- a) An employee who was not transferred into the job will displace an employee with the least and lesser seniority in such job classification, failing which the employee shall be laid off.
- b) An employee who was transferred into the job and has job seniority on such job shall displace employees with the least seniority in the following order:
  - 1. displace an employee with less seniority on such job, failing which
  - 2. displace an employee with less seniority on job which the senior employee has "qualified experience" failing which the employee shall be laid off.

10.02 An employee on lay-off and who has recall rights shall be recalled to vacancies by the application of the reverse procedure as set forth heretofore in clause 10.01.

- 10.03 Notwithstanding the procedure in clause 10.01 and 10.02 herewith the "Board" and the "Union" may by mutual agreement permit an employee who would displace an employee with the least seniority to displace an employee with lesser seniority.
- 10.04 In all cases of termination of employment, excepting surplus help lay-off, an employee shall lose seniority and/or service credit, and if and when rehired such shall not be credited to the employee. An employee classed as a probationary employee, on date of lay off shall not if/and when rehired be credited with any service credit. A seniority employee on date of surplus help lay-off will if rehired during the period of recall rights be credited with the amount of seniority held on date of lay-off.
- 10.05 When it becomes necessary to lay-off an employee or eliminate a position the employee will be given thirty (30) days prior notice to the date of lay-off. An employee desiring to leave shall likewise give similar notice.
- 10.06 No bargaining unit work shall be done under the auspices of an "Ontario Works" (Workfare) or similar program if this results in the lay off or reduction in hours of an existing bargaining unit member.

10.07 **Recall Procedure**

**Recall Rights:**

An employee who has three (3) or more months of seniority on date of lay-off shall be entitled to the following recall rights:

<b><u>Seniority at Date of Lay-Off</u></b>	<b><u>Period of Recall Rights from Date of Lay-Off</u></b>
(a) Three (3) months but less than three (3) years	Three (3) months
(b) Three (3) years but less than five (5) years	Twelve (12) months
(c) Five (5) years but less than ten (10) years	Twenty-four (24) months
(d) Ten (10) years or more	Three (3) years

- 10.08 An employee in order to retain recall rights of twenty-four (24) months or more in accordance with clause 10.06 must register with the "Board" by sending a registered letter to the "Board" during the thirteenth (13th)

month of lay-off and thereafter during each thirty (30) calendar days following each annual anniversary date of the lay-off date, indicating the desire to retain recall rights.

- 10.09 A former employee who had seniority at date of lay-off and who qualified in accordance with clauses 10.06 and 10.07 herewith, must report for work-within two (2) working days from date of recall. However, if such former employee is employed at date of recall such two (2) working days shall be extended to seven (7) calendar days. Failing to so report shall cancel all former seniority. If such employee should report within thirty (30) days of date of recall with a reason acceptable to the "Board" for not reporting, the employee's seniority shall be retained and the employee will be notified of the next vacancy in accordance with the terms of this Article.
- 10.10 Before hiring a new employee in the bargaining unit the "Board" will give preference to a capable and/or qualified employee on lay-off who has recall rights.
- 10.11 Notwithstanding the provisions of this Article the "Board" may place employees under the following conditions:
- (a) When two (2) or more employees have identical seniority and are entitled to the same job.
  - (b) Where an employee is fully qualified to perform a job for which no other employee can qualify without long training.
  - (c) Where for the purpose of rehabilitating a compensable injured employee who as a result of such injury is required to be kept at work or as a result of such injury has a permanent disability but performs the work, which has been assigned in a manner that is satisfactory to the "Board". In either case the injured employee shall not displace an employee with greater seniority.
  - (d) Where an employee cannot perform work satisfactory to the "Board" due to age, health or other physical or mental conditions, such employee may be transferred to work, which is more suitable if such is available. Failing placement the employee shall be laid off. However, such employee if transferred shall not displace an employee with greater seniority.
- 10.12 An employee recalled to work in a different classification from which he or she was laid off shall have the option of returning to the position held prior to lay off should it become vacant within twelve (12) months of lay off or remain in their current position.

- 10.13 It is mutually agreed that there will be no reduction of hours or lay off(s) within the bargaining unit due to volunteers.
- 10.14 Employees on layoff shall be given preference for temporary bargaining unit vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- 10.15 In the event of a reduction in the workforce due to lay off, a Redeployment Committee shall be established no later than two (2) weeks after the notice of lay off is given to the "Union". The Committee will assist in identifying and proposing alternatives to the proposed lay off(s).

#### **ARTICLE 11 - CONTRACTING OUT**

- 11.01 No employee with seniority will be laid off or dismissed as a result of contracting out.

#### **ARTICLE 12 - SICK LEAVE PROVISIONS**

- 12.01 The "Board will establish a plan of sick leave credit for employees. Sick leave credit means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act 1997.
- 12.02 The "Board" will provide a sick leave credit plan whereby employees may accumulate a reserve of sick leave to a maximum of eighty (80) days, at any time inclusive of any sick leave credit days granted and retained by the employee prior to the effective date of this Agreement.
- 12.03 a) The "Board" shall annually on September 1<sup>st</sup>, credit each employee with a maximum of twenty-four (24) sick leave credits following but not including the employee's probation period.
- b) An employee shall receive one (1) day paid sick leave credit for each month of his/her probationary period which will not be carried forward upon completion of the employee's probationary period. Upon successful completion of the probationary period, the employee will be credited with 2 days per month pro-rated from the end of his/her probationary period to the end of August 31<sup>st</sup> of the following year.

12.04 a) Where an employee participates in the Long Term Disability Plan, during any one illness, the employee may use sick leave credits, if accumulated, only to the end of the waiting period required by the Long Term Disability Plan.

b) An employee who is injured in the workplace and is eligible to be compensated by the Workplace Safety and Insurance Board will be entitled to receive 100% of their regular salary. When an employee's Workplace Safety and Insurance Board (WSIB) claim is approved by the WSIB, the Board shall credit the member's sick day account with any sick days previously deducted, and subsequently approved by the WSIB. While off work and in receipt of WSIB, an employee is not eligible to receive paid sick leave from the Board.

12.05 An employee may be required by the "Board" to submit to medical certification after three (3) days of such illness and/or injury where such employee claims the absence is due to such reason; however, the "Board" may require that a medical certificate be submitted for less than three (3) days illness and/or injury if, in the opinion of the "Board", a particular case requires such action.

The Board may require a second opinion as to the employee's condition from another qualified physician mutually agreeable to the Board and the employee. In such circumstances, the Board will reimburse the employee for the cost of any medical certificate to a maximum of seventy-five (\$75.00) dollars.

12.06 A deduction shall be made from the accumulated sick leave credit of an employee for each day or part thereof that the employee is absent from work because of verified sickness and/or accident and which absence was paid for in accordance with Clause 12.01 and 12.05 herewith. Absence and payment for a full day shall result in a deduction of one (1) day from an employee's sick leave credit. Absence and payment for a half (1/2) day shall result in a deduction of one-half (1/2) day from such employee's sick leave credit.

12.07 A record of sick leave credits will be kept by the "Board" for each employee entitled to be part of the sick leave credit plan. Credits, accumulated credits, and deductions shall be included in this record. After the end of each fiscal year each employee shall be notified in writing of the amount of accumulated sick leave credits that the employee was entitled to at such time. Such notice will be issued as soon as reasonably possible after the end of fiscal year (August).

12.08 In a case where an employee is entitled to payment for loss of salary or wages due to an accident from a third party, the employee shall be

required to repay the "Board" the amount of monies received by said employee from the "Board" under the sick leave credit plan. After receipt of such repayment, the "Board" shall credit the employee's sick leave credit to the extent applicable.

- 12.09 An employee absent as a result of sick leave in excess of thirty (30) calendar days must, if required by the "Board", pass a medical examination at the "Board's" expense. If the employee fails to pass such examination the employee may be prevented from resuming work and will remain on sick-leave in accordance with the terms of this Agreement.
- 12.10 An employee who within twenty-four (24) months returns to work from sick-leave and/or Long Term Disability (LTD) shall be reinstated to his/her former position (including location and shift), provided the employee is capable of performing the work and the position continues to exist at that location. If the position no longer exists at the same location, the employee will be transferred to another location subject to the seniority provisions of this agreement and provided the employee is capable of performing the work. That is, the employee will be given the same rights under this collective agreement that they would have had they not been off on sick leave and/or LTD. Appropriate medical certification will be required to confirm the employee's ability to return to work and ability to perform the bona fide requirements of the position.
- 12.11 Upon the death of an employee who had any unused accumulated sick leave credits on the date of death, fifty percent (50%) of such credits shall be paid in the form of cash to the employee's estate. The cash payment shall be based on the rate of pay for the last pay period to the employee for work performed for the "Board" immediately prior to the employee's death and the accumulated sick leave credits that the employee had remaining immediately prior to the date of death.

### **ARTICLE 13 - LEAVES OF ABSENCE**

#### **13.01 Pregnancy/Parental Leave**

Pregnancy/Parental Leave shall be granted in accordance with Employment Standards Act 2000, as amended from time to time.

#### **13.02 Jury Duty**

An employee who is summoned-and reports for Jury Duty as prescribed by law, shall be paid by the "Board" an amount equal to the difference between the daily Jury Duty fee paid by the court (not including travel allowance or reimbursement for expenses) and the wages the employee

would have earned that day by working normal hours at the applicable hourly rate.

The Jury Duty fee paid by the Court shall be assigned or endorsed to the "Board", and the "Board" will pay the employee the normal wages that would have earned by working normal hours at the employee's hourly rate.

The employee will be paid for each day on which the employee reports for and performs Jury Duty and on which the employee would otherwise have been scheduled to work for the "Board" during the normal week for such employee.

Payment for such service shall be paid provided:

1. The employee notifies the "Board" within twenty-four (24) hours after receipt of selection.
2. The employee furnishes the "Board" with a written statement signed by the appropriate public official, which shall contain the date, time served and amount.
3. The employee reports for work if a reasonable amount of time can be worked either before or after such service.

### **Bereavement Leave**

13.03

- (i) Bereavement Leave shall be granted by the immediate Supervisor, without loss of pay, to a maximum of five (5) consecutive work days at the time of death for time lost during the normal work week, in the case of the death of a husband, wife, child, step-child, mother, father, grandchild, sister, brother, to attend the funeral and /or matters pertaining thereto.
- (ii) Bereavement Leave shall be granted by the immediate Supervisor, without loss of pay, to a maximum of three (3) consecutive work days at the time of death for time lost during the normal work week, in the case of the death of a son-in-law, daughter-in-law, current mother-in-law, current father-in-law, step-parent, to attend the funeral and /or matters pertaining thereto.

- (iii) Bereavement Leave shall be granted by the immediate Supervisor without loss of pay to a maximum one (1) work day for time lost during the normal work week in the case of the death of a grandparent, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, foster parent to attend the funeral.
- (iv) Additional compassionate leave(s) of absence, without pay, may be granted by the Board.

13.04 One half (1/2) day leave shall be granted without loss of wages of not more than four (4) seniority employees to attend the funeral of a fellow employee

### **Personal Leave**

13.05 The "Board" may grant a reasonable leave of absence for personal reasons to an employee providing such does not unduly hamper the "Board" in its operations. Such leave shall be accordance with Board Policy and Regulation P/ R HRG.R.5. Before an employee can take such a leave the employee must obtain a written approval of same from the "Board". Such leave shall be without pay.

13.06 An employee who has been given a personal leave of absence with or without pay for any reason or an employee who is laid off shall not accumulate any sick leave credit for the period of such absence, and the accumulated balance shall be adjusted accordingly.

### **Union Leave**

13.07 (a) Seniority employees who are properly designated representatives of the "Union" and members of the bargaining unit shall upon request of the "Board" be granted a leave of absence to attend to Union business without pay and without loss of seniority provided such does not unduly hamper the "Board" in its operations and the number of leaves granted does not exceed two (2) employee at any time and does not exceed a total of twenty (20) days in a calendar year. The "Union" will notify the "Board" in writing at least ten (10) working days in advance of requirement for leaves of one (1) week or less. For leaves of one (1) week or more a notice of at least twenty (20) working days will be required.

(b) Local union representatives whose normal hours of work are such that if the representative attends a Board initiated meeting during normal business hours (8:30 a.m. – 4:30 p.m.), the representative would be

required to do so outside of his/her regular working hours, will be compensated for the time spent at the meeting at straight time. Time spent in the meeting will not be included in the employee's regular scheduled shift (i.e. the employee will not be eligible for overtime as outlined in clause 17.09). The number of local representatives present at meetings is defined in clause 4.01 and 5.01. For the purpose of clarification, a board initiated meeting will include (but not be limited to) the following: labour/management meetings; grievance meetings (including mediation but excluding arbitration); any meeting requested by or agreed to by Human Resources or Plant & Operations; negotiations (excluding conciliation and/or mediation).

13.08 Any seniority employee elected or selected for a full-time position with the "Union" shall be granted a leave of absence without pay or participation in benefits for a period of two (2) years. Such employee shall retain the seniority held prior to such leave, but shall not accumulate any during such leave. Such leave of absence shall be confined to one (1) employee during the same year.

#### **Employee Funded Leave Plan**

- 13.09a) By January 31 of any given year, an employee with three or more years seniority wanting to participate in the Employee Funded Leave Plan shall apply in writing to the Administrator of Human Resources. If approval is given the employee will be notified no later than March 31 of the year of application. Each CUPE employee permitted to participate in the Plan shall enter into an Agreement with the "Board", which form of agreement shall be mutually satisfactory to the parties.
- b) Upon approval and beginning September 1, an employee shall receive eighty per cent (80%) of their current pay during each of the first four (4) years of the Plan. The remaining twenty per cent (20%) shall be retained by the "Board", in trust, and shall accumulate interest.
- c) During his/her leave of absence, the employee shall not be entitled to sick leave benefits. The employee's sick leave credits shall be maintained but not accumulated during his/her leave of absence.
- d) During his/her leave of absence, the employee shall not be entitled to the Board's Long Term Disability Plan.
- e) Income tax, U.I. and C.P.P. deductions shall be calculated based only on the eighty per cent (80%) earnings paid to the employee. O.M.E.R.S. Pension Plan and employee benefits deductions shall be calculated on 100 per cent (100%) earnings in accordance with the Plan. A statement indicating the status of the employee's

account shall be provided to the employee each September of the Plan. The employee shall accept full responsibility for any problems, which might arise, through participation in the Plan, with Revenue Canada, O.M.E.R.S. Pension Plan or the carriers of any employee benefit plan.

- f) The employee's Leave of Absence shall commence on September 1 of the fifth year, at which time the employee shall receive forty per cent (40%) including the accumulated interest of the accumulated funds, with the appropriate deductions for employee benefits at 100% cost to the employee and income tax pro-rated accordingly. The remainder of the funds and interest shall be paid to the employee on the following January 1.
- g) An employee shall maintain but not accumulate seniority after the initial three (3) months of leave during his/her leave of absence. Upon completion of a leave of absence, the employee shall return to his/her former position, or a comparable one in terms of work setting, level of responsibility and equivalent remuneration in accordance with Article 13.10 and 13.11.
- h) An employee may choose to withdraw from the Plan:
  - i) at any time with the consent of the "Board",
  - ii) at the end of the second or third year of the Plan,
  - iii) at the end of the fourth year of the plan provided the "Board" has not engaged a replacement,

At the time of withdrawal of funds from the plan the "Board" will withhold \$100.00 to cover administrative costs.

- i) The employer agrees to make every effort to find a replacement for the employee prior to their Leave of Absence. In the event that a suitable replacement is not found, the employee may be required to defer his/her Leave up to a maximum of two years. An employee may be requested by the "Board" to withdraw from the plan in the event that a suitable replacement is not found during the deferred period. The employee shall be reimbursed for any costs incurred by the employee as a result of said cancellation of Leave by the "Board".
- j) In the event of:
  - i) withdrawal from the plan,
  - ii) termination of the employee
  - iii) death of the employee

all retained funds including accumulated interest shall be paid to the employee or their estate within sixty (60) days.

**Process for Return from all Absences** (excluding Jury Duty, Bereavement and Pregnancy/Parental Leave)

- 13.10 An employee granted a leave of absence in excess of thirty (30) calendar days must if required by the "Board" pass a medical examination at the "Board's" expense. If the employee fails to pass such examination the employee may be prevented from resuming work and given a further leave of absence in accordance with the terms of this Agreement.
- 13.11 An employee who returns to work from a leave of absence of six (6) months or more shall be reinstated in the employee's former position in accordance with the seniority provisions of this Agreement and provided the employee is capable of performing the work required. For clarification purposes it is understood that former position refers to job classification (i.e. Maintenance, Staff Caretaker, Unassigned Caretaker) and not a specific work location.

An employee who returns to work from a leave of absence of less than six (6) months shall be reinstated in the employee's former location provided the employee is capable of performing the work required.

**ARTICLE 14 – ATTENDANCE**

- 14.01 An employee who expects to be late or absent must report the reason to their supervisor prior to the employee's normal starting time for the shift expected to be late or absent from.

In the case of illness or injury of the employee, the employee must notify or make arrangements to have their supervisor notified as soon as possible prior the starting time of such shift. An employee off work shall keep their supervisor informed as to the expected return. For greater certainty the supervisor referenced in the preceding language under 14.01 will be determined by the "Board" to include but not limited to the following positions such as school Principal, Vice-principal, Caretaker-In-Charge, Custodial Supervisor, Custodial Coordinator, Maintenance Supervisor, and Administrator of Plant and Operations. The "Board" will advise each employee of his or her supervisor and applicable phone number for the purposes of Article 14.01. The reporting relationship may change from time to time depending on the operational requirements of the "Board".

14.02 An employee may be reprimanded, suspended or removed from the rolls of the “Board” as having resigned where

- a) The employee is absent without good and sufficient cause and has not obtained a leave of absence.
- b) The employee is approved for work after an illness or injury with a definite starting time, but does not report on such date.
- c) The employee is absent subsequent to the expiring date of a leave of absence.
- d) The employee is absent for reasons other than those for which a leave of absence was originally granted.

**ARTICLE 15 - PAID HOLIDAYS**

15.01 An employee who qualifies will be paid for normal daily hours at the employee regular rate of pay for the following paid holidays:

1/2 Day before New Year	Civic Holiday
New Year’s Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	½ day before Christmas Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

15.02 In order to qualify for the paid holidays specified in Clause 15.01 herewith an employee must meet all of the following rules unless otherwise provided therein:

- 1. The employee must report for work at the scheduled starting time of the shift and be prepared to work the normal scheduled hours of the shift on both the last scheduled normal work day preceding and the first scheduled normal work day following the paid holiday.

Exceptions: An employee who is absent on one or both of the qualifying days and the reason for being absent was because;

- a) The employee was late in reporting for work due to a reason beyond control, that is acceptable to the “Board”.
- b) The employee is confined to a hospital or at home due to sickness and/or injury and such shall be verified by medical evidence.

- c) The employee has an approved leave of absence from the "Board" for any reason. This exception is limited to one (1) paid holiday during the same leave of absence.

15.03 When one of the paid holidays falls during the vacation period of an employee, the employee will be paid for such holiday and will be given another day off at the "Board's" discretion. The qualifying days as provided in Clause 15.02 herewith shall be the last scheduled workday preceding and following the employee's vacation leave.

15.04 A paid holiday shall start at midnight and end at midnight on the day of its observance.

15.05 Notwithstanding anything to the contrary an employee who has been requested to work on a paid holiday and who fails to report for work on such day without a reason satisfactory to the "Board" shall not qualify for such paid holiday.

15.06 An employee who works on a paid holiday shall be paid at the rate of double time (2 times) the regular hourly rate for all hours worked on the paid holiday, in addition to any paid holiday pay the employee may be entitled to under the terms of the preceding clauses in this Article.

15.07 When any of the paid holidays listed in Clause 15.01 fall on an employee's scheduled day off the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the "Board".

**ARTICLE 16 - VACATIONS**

16.01 An employee shall be granted a vacation the duration of which shall be based on the employee's seniority and the payment of which shall be based on the employee's seniority and percentage of the employees wages received by the employee from the "Board" for time worked from the first (1st) pay in June of the preceding calendar year up to and including the last pay in May of the current calendar year including paid sick days and excluding vacation payment. The duration and payment shall be based as follows:

<b>Seniority as of last Pay in May of Current Calendar Year</b>	<b>Duration</b>	<b>Payment</b>
Group A - Less than 10 calendar months	1 day for each full calendar month	4%
Group B - 10 calendar months to 3 years	2 weeks	4%

Group C - more than 3 years but less than 8 years	3 weeks	6%
Group D - 8 years but less than 13 years	4 weeks	8%
Group E - 13 years but less than 18	5 weeks	10%
18 years and over	6 weeks	12%

16.02 Where an employee's anniversary date falls after June 1, and said anniversary occurs in the employee's transition year whereby the employee would move to the next level of vacation entitlement, the employee shall not be required to wait until the following June 1 to receive additional vacation, and instead, said employee shall receive increased vacation as follows:

<b>Date of Anniversary falls in (quarter):</b>	<b>Additional Days</b>	<b>Payment</b>
First (June, July, August)	4	1.6%
Second (Sept., Oct., Nov.)	3	1.2%
Third (Dec., Jan., Feb.)	2	0.8%
Fourth (Mar., April, May)	1	0.4%

16.03 All employees will make application to the Board for all eligible vacation indicating request periods by April 1st of each year. All vacations for all of the above mentioned groups must be scheduled to meet the operational requirements of the "Board".

16.04 The Board will notify each employee who has submitted his/her vacation request by April 1<sup>st</sup>, of his/her scheduled vacation by May 1<sup>st</sup> of the current year, in accordance with clause 16.03. Request received after April 1<sup>st</sup> will be considered only after all other requests have been approved, and may be scheduled subject to the operational requirements of the Board."

16.05 An employee whose employment is terminated, subsequent to the last pay in May of the current calendar year shall be paid in addition to any unpaid vacation pay entitled in accordance with Clause 16.01, a vacation payment based on the applicable percentage contained in Clause 16.01 of the wages received by the employee for time worked subsequent to the last pay in May of the current calendar year to the date of termination (excluding vacation payment).

- 16.06 An employee whose employment is terminated subsequent to January 1st but prior to the last pay in May of the current calendar year shall be entitled to any unpaid vacation pay in accordance with Clause 16.01.
- 16.07 An employee who has been laid off and subsequently rehired shall be paid vacation pay in accordance with Clause 16.01 less any vacation payment received by the employee in accordance with clauses 16.05 and 16.06 herewith.
- 16.08 Employees must take the vacation to which they are entitled during the current calendar year. There shall be no carry over from one (1) vacation year to another. Exceptions to this clause may be allowed for one (1) week's vacation, with approval of the "Board" in the case of emergency.
- 16.09 In no instance will vacation payment be paid twice for the same period of time worked.
- 16.10 Unless mutually agreed no employee except in Group A shall receive less than one (1) calendar week vacation at one period of time.
- 16.11 Sick leave may be substituted for vacation when it can be established by the employee that an illness or accident hospitalized same while on vacation.

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

- 17.01 The normal day shift hours for full-time caretakers shall be forty (40) hours per week. This time shall consist of eight (8) hours per day, which shall be scheduled within the time of 7:00 a.m. to 6:00 p.m. Monday to Friday inclusive. The "Board" does not guarantee the existing normal hours of work per week, but before any changes are made there shall be prior notice to and discussion with the "Union".
- 17.02 The normal day shift hours for full-time maintenance employees shall be forty (40) hours per week, which shall be scheduled on the basis of eight (8) hours per day between 7:30 a.m. to 4:30 p.m. Monday to Friday inclusive. The "Board" does not guarantee the existing normal hours of work per week, but before any changes are made there shall be prior notice to and discussion with the "Union".
- 17.03 The "Union" recognizes that it is the function of the "Board" to schedule hours of work and the employee's obligation to work the hours scheduled, provided such does not violate any of the terms of this agreement.

- 17.04 Employees shall be permitted a rest period of ten (10) minutes for each four (4) hour period worked.
- 17.05 Employees shall be permitted a five (5) minute wash up time before their lunch period and before their quitting time.
- 17.06 An employee called back to work in an emergency after completing scheduled shift and has gone home, or before the employee's normal starting time, if not required to remain on the job for the employee's normal shift shall be provided with a minimum of two (2) hours pay or three (3) hours if between the hours of 11:00 p.m. and 6:00 a.m. at the applicable overtime rate.
- 17.07 A full-time employee who reports for work at the scheduled time and without being notified to the contrary or reports for work at a time requested by the employees' supervisor and is assigned no work or works for a lesser period than four (4) hours because of some reason within the "Board's" control, payment will be made for a minimum of four (4) hours at the employees regular hourly rate. An employee shall be considered to have been properly notified if such notification is received by the employee directly or indirectly no later than one (1) hour before the scheduled starting time. Reporting for work will not be paid to an employee who has failed to record with the "Board" the current telephone number at which to be contacted and therefore the supervisor was unable to notify same as heretofore specified.

### **Hours of Work July and August**

- 17.08 During the term of this Agreement, the Union Management Committee will meet prior to June 1st of each year to discuss an alternative summer work schedule for all CUPE Local 256 staff.

Adjustments may be made to the regular work schedule during July and August to allow staff flexibility in their normal scheduled hours of work. The option for employees to participate in a revised summer work schedule is subject to the operational requirements of the "Board" and individual school sites.

Every effort will be made to maintain the employee's summer schedule however, it is understood that this agreement in no way restricts the "Board's" right to schedule an employee's work week or hours of work in accordance with the provisions of the Collective Labour Agreement.

### **Overtime**

17.09 An employee will be eligible for overtime on a Saturday under the following circumstances:

1. The employee has been “at work” and completed 40 hours of work during the period Monday to Friday in the week immediately preceding the Saturday when overtime is available.
2. The employee has completed 40 hours of work with a combination of days “at work”; days off on approved vacation; days off on approved time off in lieu; days off on approved PPL; Bereavement Leave; days off on approved Union Leave; days off on Jury Duty; and days off on pregnancy/parental leave.
3. An employee will not be eligible for overtime on a Saturday, if the employee has not been “at work” for 40 hours during the preceding Monday to Friday period, as a result of time off for sick-leave; time off for WSIB or time off for LTD.
4. Overtime, which may have been worked during the period Monday to Friday, will not be included in the calculation of the 40 hours. That is, if an employee for example worked his/her regular shift on Monday and Tuesday, and on both days worked 4 hours overtime, and were off sick on Thursday; they would not be eligible for overtime on Saturday (however the employee will be offered the opportunity to work the overtime at straight time.

17.10 Hours worked from midnight Saturday to midnight Sunday shall be compensated at double time.

17.11 An employee who works on a paid holiday shall be compensated at the rate of double time for hours worked in addition to any pay the employee may be entitled to under the terms and conditions of "Paid Holidays".

17.12 An employee who works overtime shall not be required to take time off during the normal week to bring hours down to normal hours per week.

17.13 Overtime shall be compensated for as outlined in this Article providing such has been approved by the Administrator of Plant and Operations or designate.

17.14 The “Board” agrees that overtime will be divided as equally as is reasonably possible among those employees who are qualified to do the work required.

17.15 Time and one-half and double time will not be paid twice for the same hours worked or paid for.

17.16 An employee who works overtime may elect to take time off in lieu of overtime pay to a maximum of 40 hours per year. Overtime worked for continuing education or to accommodate community use will normally not be approved to be taken as time off in lieu. This option is subject to the operational requirements of the "Board" and suitable arrangements for time off must be made with the Administrator of Plant and Operations or designate. Any unused lieu time in an employee's bank will be paid out if not used by December 31st of each year.

## **ARTICLE 18 - UNION DUES CHECK OFF**

18.01 The "Board" agrees to deduct union dues and/or assessments from the wages of all employees in the bargaining unit for each pay period provided such employee has sufficient earnings on such payday and has completed thirty (30) days employment. These union dues and/or assessments will be deducted in accordance with the constitution and/or By-Laws of the "Union". The "Board" agrees to make such deductions provided such is a constant amount for each employee per month.

18.02 The union dues and/or assessments shall be made from each pay period.

18.03 The "Board" will forward the deductions as herewith provided in this Article to the Treasurer of the "Union" not later than the fifteenth (15th) day of the month immediately following the month such deduction was made. The following information shall be supplied at the same time:

- (a) Name of employee from whom a deduction has been made and the amount.
- (b) Name of employee from whom no deduction was made and the reason.

18.04 The following form shall be used to meet the requirement of this Article:

I, the undersigned employee do hereby authorize and direct The Wellington Catholic District School Board to deduct from my pay payable from each pay period commencing from the month of \_\_\_the amount of union and/or assessments as determined by the "Union" in accordance with the Constitution and/or By-Laws of the Union, and remit such to the Secretary-Treasurer of the ""Union". This authorization for deduction shall remain effective for the term of the Agreement or any extension or renewal thereof but becomes void upon:

- (a) Termination of employment or

- (b) Transfer to an occupation outside the bargaining unit. I understand that it shall place no liability upon the Wellington Catholic District School Board by virtue of its action in honouring in good faith this assignment and authorization

Signature of Employee.....

Address .....

Witness .....

18.05 The "Union" shall indemnify and save the "Board" harmless from any claims, suits, judgements, attachments and any other form of liability as a result of the "Board" making any deductions in accordance with the authorizations and assignments provided for in this Article and the "Union" will refund directly to any employee on whom wrongful deduction was made.

18.06 The "Union" shall notify the "Board" in writing of changes in dues or other changes in the "Union" Constitution affecting the "Board's" obligation under this Article no later than the 10th day of the calendar month immediately preceding the month that such change is to become effective.

**ARTICLE 19 - WAGE POLICY**

19.01 Appendix "A" herewith attached is part of this Agreement and contains "job classifications" and their respective hourly job rate. The hourly job rate therein shall remain in effect for the life of this Agreement and are not subject to change except by mutual agreement.

19.02 Pay periods shall be on a bi-weekly basis (every two weeks) and shall be paid every second Thursday.

19.03 An employee who is injured during working hours and is required to obtain treatment at a medical location shall be paid for the remainder of the normal shift at the regular hourly rate, without deduction from the employee's sick leave credit provided a doctor states that the employee is not fit for further work on such shift.

**Starting Rate**

19.04 The start rate for all job classifications shall be thirty (.30) cents below the job rate for that classification.”

Subject to satisfactory performance, upon completion of three (3) months of continuous employment, the employee’s hourly rate will be increased to

- job rate on the following Monday. Part-time employees will move to job rate upon successful completion of five hundred and twenty (520) hours.
- 19.05 An employee permanently transferred from one job to another for reasons such as displacement through seniority procedures or application for transfer shall be paid the rate in the range of the job (as per clause 19.05) to which the employee is transferred in accordance with the qualifications to perform such a job.
- 19.06 An employee who is temporarily transferred from their regular job shall be paid their regular hourly rate or (the rate in the range of the job to which the employee is transferred based on the qualifications on such job), whichever is the higher.

### **Shift Premium**

- 19.07 Effective July 1, 2006 The "Board" will pay a shift premium of seventy (.70) cents per hour for all hours worked on any shift which starts at or after 3:30 p.m. and before 11:00 p.m. and shall be called "afternoon shift." Any shift which qualifies for shift premium shall include a paid lunch break of one half (1/2) hour, following five (5) consecutive hours of work, which must be taken at the site. Effective September 1, 2008: seventy-two (.72) cents per hour; Effective September 1, 2009: seventy-four (.74) cents per hour; Effective September 1, 2010: seventy-seven (.77) cents per hour; Effective September 1, 2011: seventy-nine (.79) cents per hour.
- 19.08 The "Board" will pay a shift premium of seventy (.70) cents per hour for all hours worked on any shift, which starts at or after 11:00 p.m. and ends on or before 8:00 a.m. and shall be called "night shift". Any shift for shift premiums shall be eight (8) consecutive hours exclusive of "lunch break". Effective September 1, 2008: seventy-two (.72) cents per hour; Effective September 1, 2009: seventy-four (.74) cents per hour; Effective September 1, 2010: seventy-seven (.77) cents per hour; Effective September 1, 2011: seventy-nine (.79) cents per hour.

Shift premiums shall not be included in calculating overtime rate.

### **No loss of shift on early dismissal**

- 19.09 An employee, whose regularly scheduled afternoon shift is adjusted on Early Dismissal Days, will receive a shift premium for all hours worked after 3:30 p.m. regardless of the start time of their shift to a maximum of five (5) in any one school year.

### **Allowances**

19.10 The "Board" will provide an allowance of one hundred and twenty five dollars (\$125.00) during every twenty-four (24) month period for employees who have been directed in writing to wear safety footwear. Proof of purchase must be submitted to the employee's immediate supervisor before reimbursement will be made.

- a) When an employee, as part of the normal duties, relieves an employee in a higher paying category the employee shall receive the higher pay for the time worked commencing on the sixth (6th) consecutive working day. Employees assigned to relieve in a position of lower paying job categories will maintain their regular rate of pay.
- b) When an employee is assigned by the supervisor to relieve in a position of higher rating, the supervisor will determine the classification and wage rate. The employee will be paid the higher rate as determined by the supervisor for each day that the employee works in the higher rated position.

#### 19.11 **Vehicle Mileage**

Employees required by the "Board" to use their own vehicle for transportation shall be paid mileage at a rate as established under Board policy and Regulations P/R NRA.E.2."

### **ARTICLE 20 - BENEFITS**

#### 20.01 A)

The "Board" will remit the monthly premium to an insurer on behalf of its eligible employees (and their eligible dependents when required) to provide the benefits hereinafter specified.

Upon doing so, the "Board" shall be relieved of any liability to any employee and/or dependent with respect to such benefits.

The monthly premium the "Board" agrees to remit shall be obtained by the "Board" paying a portion of the required premium for each benefit provided, including arrears, and by deducting the balance of the required premium from the employees pay each month.

It shall be the responsibility of the employee to assure the deductions being made correspond with the coverage which the employee has authorized and which corresponds with the employee's marital and family status.

#### **Benefits**

Effective September 1, 2006, the paramedical maximum for immediate family members is \$300.00 per year. This applies to:

Licensed Massage Therapists, (when ordered by a physician)  
Licensed Naturopath, Acupuncturists  
Licensed Social Workers  
Licensed Osteopaths, Chiropractors, Podiatrists or Chiropodists, including a maximum of one (1) x-ray exam per speciality each benefit year.  
**Please refer to benefit book for full details.**

Sun Life Extended Health Care Plan  
Sun Life Semi-Private Hospital Care Plan  
Sun Life Group Life Insurance Plan  
Sun Life Long Term Disability Plan  
1-800 Travel Emergency Assistance Card  
Prescription Drug Card \$2.00 per prescription  
Medi-Passport out of Province Coverage at 100% reimbursement.  
Health Tax (Me Too Language) - If other groups negotiate this benefit then C.U.P.E. will get this too.

### **Vision Care**

During a twenty four (24) month period, an eligible employee (only) may claim a maximum of two hundred (\$200) – effective the first day of the month following date of ratification) for vision care (administered by the “Board”). The employee will be reimbursed upon submission of a receipt and a copy of the prescription in the employee’s name.

Effective August 31, 2007, optical expense benefit to include the cost of eyeglasses (or contacts) for the employee and the employee’s spouse and dependents, if applicable, subject to five hundred (\$500) maximum per family, or two hundred and fifty (\$250) single benefit every twenty-four (24) month period. It is understood that vision care includes the cost of an eye examination.

1. In January 1990, the Employer Health Tax replaced the Ontario Health Insurance Plan (OHIP). The Employer Health Tax is paid by the “Board”.

### **Dental**

2. (a) The Sun Life of Canada Dental Plan shall be maintained during this contract, namely:
  - effective September 1, 2008 - 2006 O.D.A. rate
  - effective September 1, 2009 – 2007 ODA rate

effective September 1, 2010 – 2008 ODA rate  
effective September 1, 2011 – 2009 ODA rate

2. (b) The current dental plan includes:
- (i) full basic plan, Level I and Level II  
AND
  - (ii) Level III (major work, crowns, bridges and dentures) at 50% co-insurance with \$1,500. annual maximum.
2. (c) The dental plan will include: Level IV (dependent plan on Orthodontia for children up to Age 18) at 50% co-insurance with \$1,500. lifetime maximum. The “Board” shall pay 50% of the premium cost for this Level IV option; therefore the employee's contribution for this level only will be 50% of the premium cost.

Notwithstanding the above, the “Board” may arrange with any carrier to provide employee benefits, provided that the benefits and the “Board” coverage are not less than those specified above.

### **Hearing Aids**

As prescribed by an Ear/Nose/Throat Specialist up to a maximum of five hundred (\$500) over a period of five (5) benefit years.

#### 20.01 B)

##### **Premium Contribution**

For the above-mentioned benefits the “Board” will pay 100% of the required premiums in effect as of September 1, for each eligible employee, except for employees who elect 3x life insurance (employee is responsible for the additional 1x premium).

The “Board” will deduct the balance of the premium cost, for each eligible employee, from the employee’s pay each month.

For an employee who works twenty-four (24) hours, but less than forty (40) hours per week and is not currently covered under a spousal plan, the “Board” will provide the above-mentioned benefits. Part-time and temporary employees as defined in Article 3.04 are not entitled to the benefits provided in Article 20.

### **OMERS**

The "Board" agrees to deduct the necessary premium from the pay of each eligible employee for the Ontario Municipal Employees' Retirement System. The "Board" will contribute an amount of money equal to the employee's deduction for the OMERS PLAN.

#### 20.02 **Extended Benefit Coverage - Retired Unit Members**

The "Board" shall make available to a retiring member of the bargaining unit the opportunity to purchase extended benefit coverage, the continuation of health, dental and life insurance coverage (one (1) x salary) up to the employee's 65th birthday.

Annually, the retiring employee shall inform, in writing, the "Board's" Compensation & Benefits Supervisor of her/his wish to purchase such benefits.

The "Board" shall invoice the employee annually for 100% of such premiums.

The retired employee shall remit premium payment to the "Board" for 100% of the annual cost of such premiums.

The retiring employee assumes all responsibility for notification of election to participate and remittance of payment to the "Board".

#### **Retirement Gratuity**

20.03 An employee who retires due to age, early retirement, or physical and/or mental disability and who has nine (9) or more years of seniority will be paid fifty percent (50%) of the accumulated sick leave credit that the employee had remaining immediately prior to the date of "exit" for the specific reason heretofore expressed. The payment of same shall be based on the employee's current rate of pay for the pay period immediately preceding the date of "exit".

For the purposes of this section an employee will be considered eligible for gratuity when retiring for age or for physical or mental incapacity under the same terms and provisions as would make the employee eligible for OMERS or disability allowance under the OMERS Pension Plan, provided that payment of the pension or allowance begins within the month following the effective date of resignation.

For employees who are not eligible for OMERS Pension Plan, the eligibility for Retirement Gratuity will be determined by the following criteria:

- a) The employee must be at least sixty (60) years of age.

- b) The employee is no longer able to work for compensation due to physical and/or mental disability, which must be substantiated by a physician.
  - c) The employee must have at least nine (9) years seniority.
- 20.04 Except in extenuating circumstances as agreed to by the Board, an employee will be required to submit his/her letter outlining his/her intent to retire and the date of such retirement no less than three (3) months prior to the date of retirement. At such time as Human Resources acknowledge receipt of the employee's request to retire, the request will be irrevocable. Retirement gratuities will be paid out on the employee's last day of employment prior to commencement of his/her retirement, subject to all documentation/direction of funds, being submitted to the Board no less than two (2) weeks in advance of the planned retirement date.

## **ARTICLE 21 - GENERAL CONDITIONS**

- 21.01 Accommodation as presently provided for employees to have their meals and change their clothes shall be continued.
- 21.02 Tools required to perform work will be supplied by the "Board".
- 21.03 The "Board" and the "Union" shall co-operate in continuing and improving regulations which will afford adequate protection to employees engaged in work and the "Board" further agrees to supply tools, safety equipment and protective clothing which it considers reasonable.
- 21.04 Authorized transportation when provided for an employee to the nearest physician or hospital because of medical care required as a result of a workplace accident shall, if not covered under the Workplace Safety and Insurance Board, be at the expense of the "Board".
- 21.05 At the beginning of a person's employment, the "Board" will provide each new employee with a copy of the Collective Agreement.
- 21.06 The principle of equal pay for equal work shall apply, regardless of gender.
- 21.07 The "Board" agrees that every employee has a right to freedom from violence in the workplace, (actual or threatened, verbal or physical) upon their persons, sustained in the course of their professional duties as set out under Board Policy and Regulation P/R P.GSA.E.3.

## **ARTICLE 22 - GUIDELINES FOR CUSTODIAL STAFFING**

22.01 The “Board” in determining the number of employees required to staff its schools for custodial purposes will use a floor area of twenty thousand (20,000) square feet per full-time caretaker and twelve thousand (12,000) square feet per full-time cleaner.

The “Board” may use a combination of as many full-time or part-time caretakers and/or cleaners to staff its schools providing it does not exceed the above limits, without prejudice or recourse to grievance.

Cleaners are assigned to schools as helpers for caretakers, to work the number of hours per day per week as required according to the square footage of the school. Cleaners are not assigned a specific area of the building to maintain, but are rather assigned specific duties by the Caretaker-in-Charge to be carried out within the time allotted.

This clause 22.01 is not to be construed as a guarantee of hours work per day or per week and in this regard it is specifically subject to the terms of Article 17.

## 22.02 **Safety Provisions**

- (i) It is mutually agreed that both parties will co-operate to the fullest extent on the prevention of accidents and in the promotion of safety and health. The “Board” will make reasonable provision for the safety and protection of the health of the employees, and acknowledge recommendations of the Joint Occupational Health and Safety Committee on which the “Union” has representation.
- (ii) A cell phone will be available in all schools during the day shift. The Caretaker-in-Charge (or designate) will be required to be in possession of the phone at all times. During the afternoon shift the Caretaker-in-Charge will assign the cell-phone to one caretaker. In all cases, the cell-phone will be provided for use in the event of an emergency, as well as for regular communications with the Supervisor. The custodian will be required to have the cell phone with them (on their person) at all times, charged and turned on.

## 22.03 **Clothing**

- a) The “Board” agrees to provide each new male/female employee with two (2) pairs of trousers, two (2) shirts and one (1) sweatshirt. Each subsequent year, the employee will have the choice of two items of clothing, shirts, trousers, shorts or sweatshirts.

- b) Provide smocks or coveralls for employees required to do boiler cleaning and/or servicing, or special maintenance duties.
- c) The "Board" will supply one winter jacket, every three (3) years for employees working outdoors during the winter months.

It shall be the responsibility of the employee to launder all such garments regularly and to mend and keep in first class condition. All employees shall be required to wear the provided garments during working hours.

Clothing provided by the "Board" must be worn only during travel to and from work and during working hours.

Replacement of clothing will be determined by the "Board's" Supervisor.

Clothing shall be returned upon receiving new issue and upon termination of employment.

Coveralls and smocks are to be worn only while employed at duties for which they are provided.

## **ARTICLE 23 - TERMINATION**

23.01 This agreement shall become effective September 1, 2008 and shall remain in effect until August 31, 2012 and shall continue in effect thereafter from year to year for further periods of one (1) year each unless either party gives notice in writing to the other party of its desire to terminate, revise or amend this Agreement: Such notice to be given not earlier than ninety (90) days and not later than thirty (30) days prior to the termination date or any yearly period thereafter. However, any changes deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of this Agreement. In the event of written notice of termination or proposals for revisions or amendments having been given by either party as herein provided, negotiations shall be carried on during the notice period with a view to completing a new Agreement.

Should such negotiations extend beyond the expiration date, this Agreement shall remain in full force and effect, as provided for in the Ontario Labour Relations Act.

**FOR THE BOARD**

Executive Manager, Human Resources \_\_\_\_\_

Administrator of Plant and Operations \_\_\_\_\_

Manager, Human Resources \_\_\_\_\_

Superintendent of Corporate Affairs & Treasurer

**FOR THE UNION**

Committee Chairman \_\_\_\_\_

Committee Member \_\_\_\_\_

Committee Member \_\_\_\_\_

Representative \_\_\_\_\_

DATED AT GUELPH, ONTARIO ON \_\_\_\_\_, 2009

Appendix 'A'

**JOB CLASSIFICATION AND WAGE RATES**

<b>Job Classifications</b>	<b>Aug.31/08</b>	<b>Sept.1/08</b>	<b>Sept.1/09</b>	<b>Sept.1/10</b>	<b>Sept.1/11</b>
Custodial Lead Hand	\$25.89	\$26.67	\$27.47	\$28.29	\$29.14
Maintenance Lead Hand	\$25.89	\$26.67	\$27.47	\$28.29	\$29.14
Custodial Coordinator	\$22.81	\$23.49	\$24.20	\$24.93	\$25.67
Plant & Operations Technician	\$22.81	\$23.49	\$24.20	\$24.93	\$25.67
Maintenance Technician	\$22.81	\$23.49	\$24.20	\$24.93	\$25.67
Operation & Maintenance Utility Technician	\$19.81	\$20.40	\$21.02	\$21.65	\$22.30
Relief Caretaker	\$21.19	\$21.83	\$22.48	\$23.16	\$23.85
Caretaker-in-Charge (secondary)	\$20.09	\$20.69	\$21.31	\$21.95	\$22.61
Caretaker-in-Charge (elementary)	\$18.99	\$19.56	\$20.15	\$20.75	\$21.37
Staff Caretaker	\$18.11	\$18.65	\$19.21	\$19.79	\$20.38
Unassigned Caretaker	\$18.11	\$18.65	\$19.21	\$19.79	\$20.38
Cleaners	\$17.25	\$17.77	\$18.30	\$18.85	\$19.42
Unassigned	\$17.25	\$17.77	\$18.30	\$18.85	\$19.42

**Caretaker-In-Charge Responsibility Allowance.**

Effective August 31/08: Twenty-five (.25) cents per hour for each employee over one for whom the Caretaker-in-charge has responsibility.

Effective September 1/08: Twenty-six (.26) cents per hour for each employee over one for whom the Caretaker-in-charge has responsibility.

Effective September 1/09: Twenty-seven (.27) cents per hour for each employee over one for whom the Caretaker-in-charge has responsibility.

Effective September 1/10: Twenty-seven (.27) cents per hour for each employee over one for whom the Caretaker-in-charge has responsibility.

Effective September 1/11: Twenty-eight (.28) cents per hour for each employee over one for whom the Caretaker-in-charge has responsibility.

**Caretaker-In-Charge (Large Elementary):**

Effective August 31/08: For employees whose schools meet the criteria outlined the Memorandum of Agreement for Caretaker-In-Charge (Large Elementary), the employee will receive an additional fifty (.50) cents per hour.

Effective September 1/08: For employees whose schools meet the criteria outlined the Memorandum of Agreement for Caretaker-In-Charge (Large Elementary), the employee will receive an additional fifty-two (.52) cents per hour.

Effective September 1/09: For employees whose schools meet the criteria outlined the Memorandum of Agreement for Caretaker-In-Charge (Large Elementary), the employee will receive an additional fifty-three (.53) cents per hour.

Effective September 1/10: For employees whose schools meet the criteria outlined the Memorandum of Agreement for Caretaker-In-Charge (Large Elementary), the employee will receive an additional fifty-five (.55) cents per hour.

Effective September 1/11: For employees whose schools meet the criteria outlined the Memorandum of Agreement for Caretaker-In-Charge (Large Elementary), the employee will receive an additional fifty-six (.56) cents per hour.

**Shift Premiums: as per clause 19.08 and 19.09**

**Afternoon shift:** The "Board" will pay a shift premium as outlined below, for all hours worked on any shift which starts at or after 3:30 p.m. and before 11:00 p.m. and shall be called "afternoon shift." Any shift which qualifies for shift premium shall include a paid lunch break of one half (1/2) hour, following five (5) consecutive hours of work, which must be taken at the site.

Effective August 31, 2008: seventy (.70) cents per hour

Effective September 1, 2008: seventy-two (.72) cents per hour

Effective September 1, 2009: seventy-four (.74) cents per hour

Effective September 1, 2010: seventy-seven (.77) cents per hour

Effective September 1, 2011: seventy-nine (.79) cents per hour

**Night shift:** The "Board" will pay a shift premium as outlined below, for all hours worked on any shift, which starts at or after 11:00 p.m. and ends on or before 8:00 a.m. and shall be called "night shift". Any shift for shift premiums shall be eight (8) consecutive hours exclusive of "lunch break".

Effective August 31, 2008: seventy (.70) cents per hour

Effective September 1, 2008: seventy-two (.72) cents per hour

Effective September 1, 2009: seventy-four (.74) cents per hour

Effective September 1, 2010: seventy-seven (.77) cents per hour

Effective September 1, 2011: seventy-nine (.79) cents per hour

Shift premiums shall not be included in calculating overtime rate.

## **Memorandum of Agreement – Elementary Caretaker-in-Charge (large Elementary)**

Both parties agree that an Elementary Caretaker-in-Charge will be paid an additional .50 cents per hour, when the school they are assigned to meets the following criteria:

- . the total square footage of the school including portables is in excess of 45,000 square feet
- . the Elementary Caretaker-in-Charge supervises two (2) or more employees
- . the full-time equivalent student enrolment exceeds 425

In the case when any of the above conditions are reduced, the additional .50-cent rate shall be red-circled until such time as the Elementary Caretaker-in-Charge salary meets or surpasses this rate.

The size, student loading and staffing of each school will be reviewed and adjusted on October 31<sup>st</sup> and March 31<sup>st</sup> of each year.

## **Letter of Understanding Stand-By and Call-Out Procedures for Maintenance Technicians**

During the term of this Agreement the following procedures will be implemented for all employees providing stand-by and call-out services.

1. It is agreed that all maintenance technicians employed by the “Board” will provide standby and call out coverage for the protection of the “Board’s” properties. The “Board” also reserves the right to assign qualified (as deemed by Management) custodial employees as mutually agreed to provide standby and call-out coverage for the protection of the “Board’s” properties. The Board claims this right to maintain a minimum number of employees to fulfil a rotation schedule.
2. The on call employees will provide on a rotating shift basis, stand-by and emergency call out coverage during all hours not covered by a worker on a maintenance shift in accordance with the schedule established by the Maintenance Supervisor for a seven (7) consecutive day time period for each employee respectively.

3. Where the employee assigned to stand-by does receive a call-out she/he will be paid in accordance with Clause 17.06; 17.09; 17.10 of the Collective Agreement.
4. The employee assigned to stand-by will be paid one hour per day at the maintenance rate of pay effective upon ratification of the Collective Agreement.
5. An employee called, either for a single call-out or combination of call-outs within any 2-hour period in accordance with Clause 17.06 shall receive a minimum of 2 hours pay or 3 hours pay as applicable. The call-out time will commence at time of call and expire upon arrival at home of employee, or two hours from the initial call-out time, whichever is greater.
6. The provisions of Clause 17.06, 17.09, 17.10 and Item #5 of this Letter of Understanding will be applied similarly to other employees when their job requires a response to a call-out.
7. All employees performing the rotational stand-by coverage will be compensated at the maintenance hourly rate.
8. When on stand-by rotation shift the employee providing the coverage will be required to have in her/his possession the "Board" issued cell phone and respond to calls as quickly as possible in order to rectify problems to the best interest of the "Board".
9. The employee on stand-by will be permitted to take a "Board" owned vehicle and cellular phone home during his/her 7 day stand-by shift in order to quickly respond to emergency call-outs. It is understood that the vehicle and phone are for the sole purpose of "Board" business and are not intended for personal use.
10. It is understood that each 7-day stand-by rotation shift will begin and end on Monday at 7:30 a.m. When Monday is a statutory holiday, the shift will start on the Tuesday (or the first workday) following the holiday Monday. In this occurrence the 7-day rotation is extended.
11. As provided in Clause 17.06 the two and three hour minimum hours of pay for call-outs will not pertain to situations where the employee is called out within two hours of the normal start-time of his/her normal shift or is required to work beyond his/her normal shift. Overtime accumulated in these time periods will be paid according to Clause 17.09.
12. In the event that an employee receives a telephone call between the hours of 6:00 a.m. and 11:00 p.m. and is able to resolve the problem over the phone without responding to the call, he/she will receive no additional remuneration. If an employee receives a telephone call between the hours of 11:00 p.m. and 6:00 a.m. and is able to resolve the problem over the phone without he/she or other on call personnel having to respond to

the site, he/she will be compensated as per terms of this Letter of Understanding.

**Letter of Understanding - possible implementation of an afternoon shift for maintenance staff and revision of Letter of Understanding concerning stand-by and call-out procedures.**

During the term of this agreement management may decide to adjust the normal day shift hours for full-time maintenance employees and implement an afternoon shift as specified in clause 17.02. This will require revisions to the Letter of Understanding concerning stand-by and call-out procedures.

Prior to implementing any changes management will meet with the Union Committee to discuss these changes.

**Letter of Understanding - Time in Lieu**

The parties agree that during the course of this Collective Agreement, bargaining unit members who work overtime for continuing education or to accommodate community use will have the option of banking up to forty (40) hours, per calendar year, in lieu of overtime payment. Hours worked at specific schools will be scheduled for employees who are regularly assigned to that site on a permanent basis.

The use of this lieu time will be subject to Article 17.16 and may be granted on a first request basis (not by seniority). This lieu time is to be scheduled during March break, Christmas break and during the summer when students are not in school and will be subject to the operational requirements of the "Board".

The Board agrees, that subject to the provisions in Article 17.16 of the Collective Agreement, overtime hours worked during the last pay period in December may be banked and taken as lieu time during the following calendar year.

**Letter of Understanding – Caretakers-in-Charge (Elementary) – Day Shift**

During the term of this agreement the normal day shift for all Caretakers-in-Charge (Elementary) will be 7:30 a.m. to 5:00 p.m. with a one and one half (1.5) hour lunch period scheduled between 10:45 a.m. and 12:15 p.m. This will not restrict the "Board's" rights under Article 17.01 to adjust the times of these shifts based on the operational needs of a school or schools.

### **Letter of Intent – Electronic Time Sheets**

The Board will agree to the following: “The Board agrees within sixty (60) days of the ratification of this agreement, to institute a system for the electronic submission of time sheets. It is agreed that it will be the responsibility of employees to submit his/her time sheet in a timely manner. It is anticipated employees will submit the time sheet via email to the Payroll Clerk, with a copy sent at the same time to the Caretaker-in-Charge and to the Supervisor of Custodial Services. If the employee is absent, the Caretaker-in-Charge will submit the time-sheet on his/her behalf, with an email copy to the employee.”

### **Letter of Understanding – Joint Professional Development Committee**

There shall be established a Joint Professional Development Committee (the “PD Committee”) composed of three (3) representatives of CUPE appointed by the Union and three (3) representatives of the Board.

The Board and the Union agree that professional development is job-embedded, therefore:

- a) Within ninety (90) days of ratification, there shall be established a Joint Professional Development Committee (the “PD Committee”) consisting of three (3) representatives appointed by the Board and three (3) representatives appointed by the Union.
- b) The PD Committee will address ways in which funds generated by the allocation in the Grants for Student Needs to enhance professional development and training for CUPE members will be used.
- c) The parties shall meet at least four (4) times per year. Once the PD Committee has been established, the first meeting shall take place prior to September 15.

### **Letter of Understanding – Benefits**

Conditional upon approval by the Lieutenant Governor-in-Council, the parties will meet by January 15, 2010 to determine the allocation of the WCDSB’s share of the benefit enhancement funding in accordance with the Provincial Discussion Table Agreement.

### **Letter of Agreement – Terms of Reference for Labour/Management Committee**

The Labour/Management Committee agree to establish Terms of Reference for the Labour Management Committee within nine (9) months of the ratification of this collective agreement.”

**Letter of Agreement – St. Ignatius of Loyola Catholic School**

The Board agrees when this school opens, it will be staffed by CUPE for custodial services.

**OTHER:**

1. Base Line Staffing: Base line staffing numbers for all PDT agreement staffing issues will be as of the May 27, 2008 levels.
2. Vacation during Summer Hours: During the period of “summer hours”, an employee who requests and is approved to take vacation on a Friday morning (when they are scheduled to work 4 hours in order to complete 40 hours in that week), will have one-half (1/2) day vacation deducted, providing the employee has worked a total of thirty-six (36) hours during the same week (Monday to Thursday), not including overtime. An employee who requests and is approved to take vacation for the entire week during the period of summer hours will have a full vacation day deducted for each day, including Friday.

Signed for the “Board”

Signed for the “Union”

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On this        day of April, 2009

## APPENDIX B

### OMERS CONTRIBUTION EARNINGS

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non-grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding services;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;

- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another

- pension plan (except CPP) the balance of the extension period becomes unpurchasable service;
- Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement)
- Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- Taxable premiums for life insurance;
- Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle, and license fees and should not be included as part of contributory earnings;
- Payments for unusual accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.