

COLLECTIVE AGREEMENT

between

THE DURHAM CATHOLIC DISTRICT

SCHOOL BOARD

(hereinafter called the "Employer")

and

PLANT DEPARTMENT EMPLOYEES

(CUSTODIAL AND MAINTENANCE PERSONNEL)

REPRESENTED BY THE

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 218

(hereinafter called the "Union")

SEPTEMBER 1, 2003 TO AUGUST 31, 2006

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ARTICLE 1 **PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and

its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 **RECOGNITION**

2.01 The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees of the Employer engaged in plant operations (custodial and maintenance staff); save and except Supervisors, persons above the rank of supervisor and summer students.

2.02 No employee shall be required or permitted to make a verbal or written agreement with the Employer or a representative which may conflict with the terms of this Collective Agreement.

2.03 In the event the Employer merges or amalgamates with another board in which the Employees therein are represented by another union, the Board shall make all reasonable efforts to ensure that the representation rights and the status quo of CUPE, Local 218, shall be maintained until a final determination is made under the Ontario Labour Relations Act as to the proper representation of the combined group.

ARTICLE 3 **MANAGEMENT FUNCTION**

3.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain efficiency, order and discipline;
- (b) Hire, retire, discharge, direct, classify, establish new positions, transfer, promote, demote, lay-off and suspend or

otherwise discipline employees provided that a claim by an employee with seniority that the employee has been the subject of a discriminatory promotion, demotion or transfer, or a claim that the employee has been discharged or disciplined without reasonable cause may be made the subject of a grievance and dealt with as hereinafter provided; and

- (c) Operate and manage its educational facilities in all respects in accordance with its commitments and responsibilities including the determination of the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Employer's facilities not otherwise specifically dealt elsewhere in this Agreement.

3.02 The above functions shall be exercised in a manner consistent with the other provisions of this Agreement.

3.03 The Employer has the right to make and implement reasonable rules and regulations. Any changes in such rules and regulations made by the Employer shall not be in conflict nor inconsistent with the provisions of this Agreement.

ARTICLE 4 UNION RESPONSIBILITY

4.01 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered in this Agreement and assumes a joint responsibility with the Employer in assuring a fair day's work on the part of its members.

ARTICLE 5 NO DISCRIMINATION

5.01 No discrimination or intimidation or coercion will be practiced or permitted by either the Employer or the Union, or any of their officers or representatives, against any employee or any representative of the Employer, by reason of, or arising out of the activities of the Employer, or out of trade union membership or activity, whichever is applicable, or by reason of race, colour, sex, age, creed, ancestry, ethnic origin, marital status, family status, handicap, political affiliation or religious affiliation.

ARTICLE 6 **CHECK-OFF**

- 6.01 (a) All present members shall remain members and all future employees shall become and remain members of the Union.
- (b) The Employer shall deduct from every employee bi-weekly dues and assessments in accordance with the Union Constitution and By-Laws.
- (c) The T-4 Income Tax slips issued by the Employer shall state the amount of Union dues deducted from each employee.

ARTICLE 6 **CHECK-OFF** (cont'd)

- 6.02 All sums deducted pursuant to Section 6.01 will be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following that in which deductions were made, together with a list of employees in respect of whom deductions have been made, plus the addresses of any new employees added to the list.
- 6.03 The Union will save the Employer harmless in respect of any deductions or remittances made pursuant to this Article.

6.04 The Employer agrees to deduct authorized Credit Union contributions from each pay and have remitted, such deductions to The Oshawa Community Credit Union. The Employer's banking firm to forward such deductions to the said Credit Union. Any employee withdrawing shall not be allowed to re-enter the program during the life of this Agreement.

6.05 Temporary employees hired by the Employer for known periods of one month or more to replace regular employees absent for any reason shall not be subject to the terms of this Agreement except as to the check-off provision as provided for in Section 6.01 (b).

6.06 Employees shall notify in writing the Human Resources Department and the Plant Department Supervisor of any changes in name, home address, and telephone number as soon as possible.

ARTICLE 7 ACQUAINTING NEW EMPLOYEES

7.01 The Employer will acquaint new employees with the fact that the Union is the bargaining agent, and that there is a Collective Agreement in effect. The Employer will supply a new employee with a copy of the Collective Agreement at the time of hire.

ARTICLE 8 CORRESPONDENCE AND COMMUNICATIONS

8.01 (a) All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Human Resources Manager and

the Chairperson of the Durham Catholic District School Board Unit of CUPE with copies sent to the Controller of Plant and to the Recording Secretary of the Local Union.

- (b) A copy of the W.S.I.B. accident report which involves lost time and/or serious injury shall be sent to the Chairperson. The respective member shall be sent a copy of the Form 7, that the Board's Health and Safety Representative fills out on behalf of the Board regarding the employee, within five (5) working days of the accident.
- (c) A copy of any written notice of reprimand and/or discipline issued to an employee shall be provided to the Chairperson and the Recording Secretary of the Local Union.

ARTICLE 8 **CORRESPONDENCE AND**
COMMUNICATIONS (cont'd)

8.02 The Employer will endeavour to meet with the bargaining committee of the Union and the President or designate for the interchange of ideas and information on matters of mutual interest and concern. There will be a minimum of four meetings each school year subject to an agenda being prepared ten (10) days in advance and/or in emergency situations.

A recording secretary shall be appointed from one of the attendees in the meeting to record the minutes of the meeting. The minutes shall be distributed to those in attendance within ten (10) working days of the meeting. The minutes shall be reviewed and accepted at the next meeting.

ARTICLE 9 **LIABILITY INSURANCE**

9.01 The Employer shall provide insurance coverage to reimburse employees for all legal costs arising out of the defense of an employee as a result of the performance of duties providing the employee's actions were lawful. The coverage will be in accordance with limitations as outlined in the insurance policy.

ARTICLE 10 **UNION REPRESENTATION**

10.01 The Employer acknowledges the right of the Union to elect or otherwise appoint a union committee from among the permanent employees, and will recognize and deal with such committee on any matter properly arising out of this Agreement, provided that not more than three (3) such committee members shall attend at meetings with management representatives. The Local Union President or designate shall be allowed to attend all meetings.

ARTICLE 10 **UNION REPRESENTATION** (cont'd)

10.02 The Union agrees to supply the Employer with the names of the committee members, and will keep such list up-to-date at all times.

10.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer.

10.04 The Union acknowledges that the respective committee members have regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining the permission of the appropriate supervisor or their appointee. It is understood that committee members will

not absent themselves from duties unreasonably and that, in accordance with this understanding the Employer will compensate the respective committee members at the regular rate of pay while attending negotiating meetings with management and while processing grievances. However, compensation will not be paid for such time spent outside the committee members' regular working hours.

- 10.05 A member of the bargaining committee shall be invited by the Employer to be present at any meeting between a representative of the Employer and that employee called for the explicit purpose of announcing discipline or a dismissal. Where circumstances require the spontaneous imposition of discipline, the Employer undertakes to advise the Union as soon thereafter as possible.

ARTICLE 11 **NO STRIKE OR LOCK-OUT**

- 11.01 There shall be no strike or lock-out so long as this Agreement continues to operate.

ARTICLE 12 **SENIORITY**

- 12.01 A new employee will be placed on probation for a period of three (3) months during which time the employee will be subject to the terms of this Agreement, except for the right to grieve discharge in the three (3) months' probationary period.

The probationary period may be extended by mutual agreement if the Employer notifies the Union of the intended extension before the end

of the original probationary period.

12.02 Temporary employees hired for a specific period of time not to exceed **three (3)** months will not be subject to the terms of this Article, except in relation to wages or as otherwise specifically provided in this Agreement. An employee who has completed the three (3) months probationary period, will be placed on the seniority list with an effective seniority date as of the date of hire.

Seniority will accumulate thereafter on the basis of service with the Employer.

12.03 All employees covered by this Agreement shall, as of the effective date of this Agreement, have their seniority date established as of their last date of hire with the Employer or any employer amalgamated with the Durham Region Roman Catholic Separate School Board.

12.04 Future seniority will then be accumulated by calendar service, with the exception that employees working less than full-time shall have their seniority accumulation pro-rated accordingly.

ARTICLE 12 **SENIORITY** (cont'd)

12.05 The Employer will maintain a seniority list showing the date upon which each employee's service commenced, as adjusted by Article 12.02 and 12.04.

Any employee may request information from the Employer relative to the employee's own seniority. A copy of the seniority list shall be supplied to each employee on or about January 31st of each year.

12.06 An employee will lose seniority in the event that:

- (a) the employee resigns;
- (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) following lay-off, is notified by registered mail to the last address on the Employer's records to return to work and fails to notify the Employer within two (2) working days of such notification that the employee intends to return to work, or fails to return to work within five (5) working days of notification; and
- (d) the employee is laid off continuously for a period of more than twelve months.

12.07 Subject to the provisions of Section 12.06, an employee who is absent from work by reason of sickness, accident, lay-off or authorized leave of absence shall not lose seniority.

ARTICLE 12 **SENIORITY** (cont'd)

12.08 The selection or appointment of employees for supervisory positions, or for any position outside the Bargaining Unit, is not governed by this Agreement, but if any employee is or has been so transferred back to a position within the Bargaining Unit, then service inside the Bargaining Unit plus a maximum of one (1) year's service outside the Bargaining Unit shall count towards seniority for the purpose of this Agreement.

12.09 A part-time employee transferred to a full-time position will be credited with seniority in an amount proportionate to the actual working time completed to the

employee's credit as of the date of transfer.

12.10 The parties agree that all accommodation opportunities shall be exhausted within the respective CUPE Bargaining Unit prior to investigating opportunities in other CUPE Bargaining Units. An employee transferring from one CUPE Bargaining Unit under "Duty to Accommodate" shall begin to accumulate seniority from the date of transfer into the new Unit for job posting and promotion purposes. Board seniority shall continue for purposes of vacations, lay-offs, recalls and employee benefits. The Board shall work directly with the Chairpersons to ensure the transitions are done effectively and fairly with minimum disruptions.

ARTICLE 13 **LAY-OFFS AND RECALLS**

13.01 Lay-offs and recalls will be based on the skills, abilities and qualifications of the employees in relation to the available work, and as among several employees in whom such qualifications are relatively equal, seniority will be the

ARTICLE 13 **LAY-OFFS AND RECALLS** (cont'd)

13.01 governing factor. Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off.

13.02 Employees shall be recalled in the order of their seniority subject to the provisions of 13.01.

13.03 No new employees shall be hired until all employees with seniority have been given an opportunity of recall.

13.04 A permanent employee who is subject to lay-off may bump a less senior employee for which they possess the minimum requirements and ability to perform the job.

Employees so bumped shall follow the same bumping procedure. The fourth person to be laid off shall bump the least senior employee of the same classification (there shall be a maximum of four bumps per classification). The fourth person laid off per classification shall bump the least senior employee of that classification.

Employees must initiate the bumping procedure no later than five (5) working days after the employees have received written notification.

13.05 The Employer agrees to continue to pay the percentages of premiums for the benefit plans as outlined in Article 27 for employees laid off for periods of six (6) months or less.

In the event of a longer lay-off, employees so affected shall have the right to continue those coverages through direct payment to the Employer subject to limitations laid down by the carrier of the plan.

ARTICLE 13

LAY-OFFS AND RECALLS (cont'd)

13.06

In the event of a reduction in square footage occurring for the afternoon shift employees which results in a position(s) being eliminated, Board wide seniority within the school affected shall be the governing factor for the Custodian(s) to be displaced/laid-off.

ARTICLE 14

JOB POSTINGS AND TRANSFERS

14.01

(a) Promotions and successful postings to positions of a permanent nature will be based on the abilities and qualifications of an employee to satisfactorily perform the normal requirements of the position. As among employees whose abilities and qualifications are relatively equal, seniority shall govern. Notices of promotions and available positions shall be posted at all schools on the bulletin board for a period of five (5) working days.

The posting will list the position title, the location, the shift requirement and the starting date when possible. Employees will be allowed one successful job posting within the same job classification in a twelve (12) month period. The duration of the twelve (12) month period shall begin as of the date when the employee is advised of the appointment unless the start date is identified as a specific date in which case the twelve (12) month period will start as of the date identified on the posting.

New employees who accept permanent positions shall remain in those positions for a twelve (12) month period from the date of starting in that position.

ARTICLE 14

JOB POSTINGS AND TRANSFERS

(cont'd)

14.01

- (b) Where within the Bargaining Unit a temporary promotion exists for a period known to be in excess of two (2) months as the result of an approved leave of absence or illness supported in a timely fashion by a Doctor's note, the Employer agrees that employees within the Bargaining Unit will be considered before hiring from outside. However, the successful applicant must remain in the position until the return of the incumbent or a minimum of twelve (12) months except in the case of a permanent promotion to a Chief Custodian position becoming available during this period.

If the day Custodian or Chief Custodian is absent from work for a period of two (2) months or less, the Custodian with the most Board seniority employed at that school shall be the replacement provided the employee is capable of assuming this responsibility.

Successful employees who are transferred, appointed or promoted to other positions and are found unsuitable within three (3) months from the date of filling the vacancy will move to whatever vacant similar position is available but may not move back automatically to their previous position.

- (c) The Employer will notify, in writing, the Chairperson of the Union of all job

appointments and commencement dates.

ARTICLE 14 **JOB POSTINGS AND TRANSFERS**
(cont'd)

14.02 Any employee who has given good and faithful service to the Employer and who has become unable to do the customary work will be given consideration for any work available and within the employee's capabilities.

14.03 The Union shall be notified of all hirings, lay-offs, permanent transfers, promotions and terminations of employment.

14.04 The Employer agrees to post courtesy job postings for newly-created permanent positions which are not covered by this Agreement prior to advertising outside the Employer. The Union agrees that the selection of the successful applicant shall be at the sole discretion of the Employer and is not subject to this Agreement or to arbitration.

ARTICLE 15 **GRIEVANCE PROCEDURE**

15.01 Regular Employee Grievance

In the event that an employee has a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Employer, it shall be heard in the following manner:

Informal Step

Before being considered a grievance, the employee shall first attempt to resolve the

dispute verbally with the respective Supervisor. In this discussion, the employee may be accompanied by a Union representative, and the respective Supervisor may be assisted by the Controller of Plant or designate. Failing a resolution, the matter may become the subject of a grievance and be dealt with as follows:

ARTICLE 15 **GRIEVANCE PROCEDURE** (cont'd)

15.01 Step 1

If the Committee considers the grievance justified, a grievance shall be completed on a standard form supplied by the Union, and submit the grievance to the Controller of Plant with a copy to the Human Resources Manager no later than ten (10) working days of the incident or occurrence of the grievance. The employee(s) concerned with a member of the Union Committee shall take the matter up within five (5) working days, or such time as is mutually agreeable between the Employer and the Union, with the Controller of Plant and the Human Resources Manager and/or designates. The Employer shall respond in writing within five (5) working days.

Step 2

In the event the grievance remains unsettled to the satisfaction of the employee, the matter will be referred to the Director of Education within a five (5) day period from the response at Step 1 and a meeting shall be convened within five (5) working days or such time as is mutually agreeable between the Employer and the Union, at which time the grievance will be discussed. The Director of Education will then render the Employer's decision in writing within five (5) working days of the date of such meeting.

Step 3

If no settlement can be reached and the grievor wishes to continue the grievance, the grievor

and/or representatives of the Union on the grievor's behalf, shall request a meeting with a Committee of the Employer within five (5) working days after receipt of the Director of

ARTICLE 15 **GRIEVANCE PROCEDURE** (cont'd)

15.01 Step 3 (cont'd)

Education's reply. The Committee of the Employer shall convene, within ten (10) working days of receipt of the request or such time as is mutually agreeable between the Employer and the Union to review the grievance. The written decision of the Committee of the Employer shall be given within fifteen (15) working days following the convening of the meeting.

15.02 Either party may initiate a grievance arising out of any difference between them as to the interpretation, application, administration or alleged violation of this Agreement. Step 1 of the grievance procedure shall be eliminated in such policy grievances and the processing of the grievance(s) will commence with a meeting between the Director of Education and the Union Committee to be held within five (5) working days of receipt by the non-grieving party of the written statement of the grievance.

15.03 A claim by an employee with seniority that the employee has been discharged without reasonable cause shall be treated as a grievance if a written statement of the grievance, signed by the employee and a committee person, is lodged with the Employer within five (5) working days after the employee ceases to work. Step 1 of the grievance shall be eliminated in such discharge grievances and the processing of the grievance will commence at Step 2.

ARTICLE 15 **GRIEVANCE PROCEDURE** (cont'd)

- 15.04 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or the President of the Local Union when processing any grievance.
- 15.05 A record of an employee shall not be used against the employee at any time after twenty- four (24) months following a suspension or disciplinary action including letters of reprimand or any adverse reports.
- 15.06 The time limits in this Article may be extended by mutual agreement between the parties.

ARTICLE 16 **ARBITRATION**

- 16.01 If a grievance remains unsettled following the appropriate procedure set forth in Article 15, it may be submitted to arbitration, provided that the party seeking arbitration notifies the other party in writing to that effect not more than ten (10) working days after the date of the rendering of the final decisions under Article 15.

A Board of Arbitration shall be established in the manner provided in The Labour Relations Act as amended from time to time.

- 16.02 Each party shall bear the expenses of its representatives, witnesses, and the preparation and presentation of its own case. Each party shall be responsible

for the expenses of its own nominee to the Arbitration Board. The expenses of the Chairperson shall be shared by the parties equally.

ARTICLE 16 **ARBITRATION** (cont'd)

16.03 The Arbitration Board shall have no power to alter or amend any of the provisions of this Agreement, or to substitute any new provisions for existing provisions, or to give any decision inconsistent with the provisions of this Agreement.

16.04 In cases involving discharge, the Arbitration Board may confirm the action of the Employer, or may reinstate the employee with full or partial compensation for time lost, or may render such other decision or provide such other remedy as it may in its discretion consider just and equitable.

16.05 Permission for employees to be absent from duties to attend arbitration hearings shall be requested in writing to the Controller of Plant allowing sufficient time to make alternate arrangements for replacing staff.

ARTICLE 17 **FIRST-AID KITS**

17.01 First-aid kits shall be supplied and maintained by the Employer and kept in places that are easily accessible to all the employees.

ARTICLE 18 **WAGES**

18.01 Wage rates are set forth in Schedule "A"

annexed which is hereby declared to form part of this Agreement.

18.02 In the event a regularly scheduled pay day falls during the Christmas and/or Winter Break, that pay shall be received on or before the Thursday preceding that break and will be dated for the last Thursday preceding the break.

ARTICLE 18 **WAGES** (cont'd)

18.03 The Board will have its banking firm deposit the pay of each employee in an account designated by the employee. On or before each scheduled pay day, every employee shall receive an itemized statement of deductions. The statements will be addressed individually and in envelopes.

18.04 In the event that a new position is created, the wage rate to be applied thereto shall be mutually agreed upon between the Employer and the Union and the position shall be subject to an evaluation after completion of one (1) year of service.

18.05 An afternoon Custodian temporarily transferred to replace an absent Chief Custodian shall receive the higher rate of pay effective the sixth (6th) consecutive working day as the replacement. In this event, the payment shall be made retroactive to the first (1st) day as the replacement.

An afternoon Custodian temporarily transferred to replace an absent Chief Custodian for a period of five (5) or less working days shall not receive the higher rate of pay.

ARTICLE 19 HOURS OF WORK AND OVERTIME

19.01 (a) Custodian Personnel

The regular work week shall consist of five (5) days of eight (8) hours each, Monday to Friday, scheduled as follows:

(i) Elementary Schools:

Chief Custodians

7:00 am to 4:00 pm

(Monday to Friday inclusive)

ARTICLE 19 HOURS OF WORK AND OVERTIME
(cont'd)

19.01 (a) Custodian Personnel (cont'd)

(i) Elementary Schools:

Custodians

3:00 pm to 11:30 pm

(Monday to Thursday inclusive)

12:30 pm to 9:00 pm

(Friday)

(ii) Secondary Schools:

Chief Custodian

7:00 am to 4:00 pm

(Monday to Friday inclusive)

Custodians (days)

7:00 am to 4:00 pm

(Monday to Friday inclusive)

Custodians

3:00 pm to 11:30 pm

(Monday to Thursday inclusive)

12:30 pm to 9:00 pm

(Friday)

One day Custodian shall be assigned to a secondary school larger than 95,000 square

feet.

It is also agreed that a Chief Custodian at the Catholic Education Centre shall commence work at 7:00 am to 4:00 pm (Monday to Friday inclusive) with a one (1) hour unpaid lunch break, and one (1) Custodian shall commence work at 3:00 pm and finish at 11:30 pm (Monday to Friday inclusive) with a one-half (1/2) hour unpaid lunch.

ARTICLE 19 HOURS OF WORK AND OVERTIME
(cont'd)

19.01 (a) Custodian Personnel (cont'd)

The one (1) hour lunch period for employees working the regular day shift shall be taken between 11:00 am. and 1:30 pm. and the one - half (1/2) hour lunch period for employees working the afternoon shift shall be taken between 6:00 pm. and 8:00 pm. (Monday through Thursday inclusive) and between 5:00 pm. and 6:30 pm. (Friday). **It is understood that should an employee be unable to take their lunch period during the above specified time period they should contact their immediate supervisor to obtain approval for an alternate time.**

(b) Maintenance Personnel

The normal working shift of Maintenance Personnel shall be:

7:30 am to 4:00 pm
(Monday to Friday inclusive)

It is agreed that the foregoing notwithstanding, the Maintenance Personnel shall work a shift 3:00 pm to 11:30 pm with a one-half (1/2) hour unpaid lunch period, during the school year as required by the Controller of Plant.

(c) Summer Work Hours

The aforementioned work hours will be adjusted (except in the case of the Custodians at the Catholic Education Centre) commencing the week immediately following school closing and the start of the new school year as follows except that the Employer may require schools on an individual basis to revert to the normal work week up to two (2) weeks prior to school opening:

ARTICLE 19 HOURS OF WORK AND OVERTIME
(cont'd)

(c) Summer Work Hours (cont'd)

7:00 am to 12:00 noon
12:30 pm to 5:30 pm
(Monday to Thursday inclusive)

It is understood that the payment of overtime premium (Article 19.01 (e)) will not apply until after ten (10) straight time hours per day, Monday to Thursday, have been worked.

It is agreed that the Union and the Employer shall meet to discuss the issue of the two (2) hours on the Canada Day and Civic Day weeks to determine the manner in which the time will be made up.

(d) The Employer and the Union shall agree to meet and determine mutually agreeable working hours when time schedules are required to be changed due to Employer commitments.

(e) Employees shall be paid at the rate of time and one-half for all authorized work performed in excess of eight (8) hours per day **(with the exception of Summer hours)** and for all authorized work performed on Saturday, and at the rate of double time for all authorized work performed on Sunday and statutory holidays.

- (f) An employee called in outside of the employee's regular working hours will be paid a minimum of three (3) hours' pay at the overtime rate, except, in cases where the call-in is a result of the employee's own inadvertence or carelessness.

Custodians who work outside their regular working hours because of the Community Use of Schools Programme shall receive the minimum of two (2) hours at the overtime rate.

ARTICLE 19 HOURS OF WORK AND OVERTIME
(cont'd)

- (g) Week-end and holiday security checks will be paid at the rate of \$17.00 per occasion. An employee required to standby, shall receive the weekend and security check allowance.
- (h) An employee shall be paid a shift premium of forty-five (45) cents per hour when assigned to work the afternoon shift for those hours worked beyond 4:30 p.m. only.

Effective September 1, 2004 an employee shall be paid a shift premium of fifty (50) cents per hour when assigned to work the afternoon shift.

Effective September 1, 2005 an employee shall be paid a shift premium of fifty-four (54) cents per hour when assigned to work the afternoon shift.

- (i) Overtime and extra time in any school will be divided equitably among those employed in that school.
- (j) Shift premiums shall not be added to an employee's basic rate when calculating overtime rate.

19.02 The Employer will grant a fifteen (15) minute rest period during the a.m. and a like period during the p.m. working session.

ARTICLE 20 **VEHICLE ALLOWANCE**

20.01 Employees requested to use their own vehicles for business purposes will be reimbursed according to a rate as set by the Employer.

ARTICLE 20 **VEHICLE ALLOWANCE** (cont'd)_

20.01 Maintenance employees requested to use their own vehicles for business purposes to carry tool boxes or heavy tools or equipment will be reimbursed the daily rate of twelve dollars and fifty cents (\$12.50) plus the kilometre rate as set by the Employer.

The Employer shall continue to provide one (1) vehicle per one and one-half (1.5) maintenance staff.

ARTICLE 21 **VACATIONS**

21.01 For vacation entitlement purposes, the vacation year is designated from January 1st to December 31st.

- (a) Full time employees with less than one (1) year's service by December 31st, shall be allowed one (1) day for each complete month of service up to a maximum of ten (10) days with pay but, in any case, shall not receive less than that provided under The Employment Standards Act in their first year of service.

- (b) A full-time employee who has completed three (3) years of service shall be allowed fifteen (15) days

vacation with pay.

- (c) A full-time employee who has completed eight (8) years of service shall be allowed twenty (20) days vacation with pay.
- (d) A full-time employee who has completed seventeen (17) years of service shall be allowed twenty-five (25) days vacation with pay.

ARTICLE 21 **VACATIONS** (cont'd)

- 21.01 (e) A full-time employee who has completed twenty-five (25) years of service shall be allowed thirty (30) days vacation with pay.

Vacations are normally approved in blocks of one or more weeks during July, August, Christmas Break and Mid-Term Winter Break. Requests for separate days shall be given consideration on an individual basis subject to the condition that the workplace shall not be unduly affected by the approval of the vacation time.

- 21.02 (a) A full-time employee entitled to three (3) weeks vacation may, by mutual agreement, take one (1) weeks vacation at a time other than July, August, Christmas Break, March Break, and no more than three (3) such employees shall take vacation at the same time.
- (b) Maintenance employees may be entitled to take vacation at any time during the year upon the approval of the supervisor.

21.03 Should a holiday fall during an employee's vacation period, the employee shall be entitled, in lieu of such holiday, to an extra day's vacation with pay.

21.04 In accordance with the following chart, employees leaving the service of the Employer, prior to completion of the vacation year, shall receive the appropriate percentage of regular earnings, to the date of termination.

Vacation Entitlement	Percentage of Earnings
2 weeks	4 %
3 weeks	6 %
4 weeks	8 %
5 weeks	10 %
6 weeks	12 %

ARTICLE 21 **VACATIONS** (cont'd)

21.05 Employees shall be entitled to vacation pay in advance of going on vacation provided the vacation has prior approval and they have notified the Employer of their request three (3) weeks prior to the commencement of their vacation.

21.06 Permanent employees working less than a full-time regular work week shall have their vacation payment pro-rated accordingly.

Employees transferring from a permanent position of less than full-time regular work week to full-time will have their service at less than forty (40) hours per week pro-rated accordingly for future full-time vacation entitlement.

21.07 In the event that bereavement/illness occurs during an employee's vacation period, the employee shall be granted equivalent eligible days off at the time mutually agreed to by the employee and the Board.

Time off for illness shall be supported by a doctor's note. Time off for bereavement must be supported by a copy of the death notice. These days must be taken within one (1) calendar year.

21.08 Vacations shall be taken in the calendar year for which they are due.

An employee shall only be allowed to carry up to five (5) days of vacation into the next calendar year.

ARTICLE 22 HOLIDAYS

22.01 The following shall be considered holidays for the purpose of this agreement:

- * Last working day preceding New Year's Day
New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
- * Last working day preceding Christmas Day
Christmas Day
Boxing Day

Plus one additional day between Christmas and New Year's Day to be determined by the Employer upon mutual consultation prior to May 1st of each year;

And any other holiday declared by the Federal or Provincial Government.

Dominion Day and Civic Holiday will be given at

the summer schedule hours if they are scheduled to be worked.

- * These holidays shall be transferred to a mutually agreed date if classes are conducted on these dates.

Subject to the Board's needs being met, whenever a statutory holiday or a P.A. day falls on a Friday, it is understood the Board shall consider changing the Thursday shift hours to those worked on Friday.

ARTICLE 22 **HOLIDAYS** (cont'd)

22.02 An employee shall suffer no loss of pay in respect of any holiday on which the employee is not required to work, provided that the employee shall have worked the last scheduled working day immediately preceding and the next scheduled working day immediately following the holiday. This shall not apply if the employee's absence on either or both days is by reason of illness or injury as supported by a physician's certificate, or an authorized leave of absence that commenced not earlier than the fifth day immediately preceding the holiday.

22.03 An employee required to work on a statutory holiday will be entitled to be paid the equivalent of a day's pay at the rate of double time over and above regular pay.

22.04 When any of the above holidays fall on a Saturday or Sunday, the Employer will substitute another day as the holiday for the purposes of this Agreement.

ARTICLE 23 **LEAVE OF ABSENCE**

23.01 The Employer may grant a leave of absence, with or without pay, to an employee required to be absent for personal reasons; subject to the condition that the work place shall not be unduly affected by the granting of such leave.

23.02 Leave of absence without pay shall be granted to duly elected delegates not exceeding four (4) in number from the respective Bargaining Committee of Local 218 for attendance at Union Conventions and Union Business meetings. Such leave shall not exceed a total of forty-five (45) person days in any one (1) calendar year for the Bargaining Committee. The Employer will consider additional days upon request and justification.

ARTICLE 23

LEAVE OF ABSENCE (cont'd)

23.02 Requests for leaves of absence for bargaining committee members shall be sent to the Controller of Plant for approval with a copy sent to the Human Resources Manager.

23.03 (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of benefits or seniority, so that the employee may be a candidate in federal, provincial or municipal elections.

(b) An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the original term of

office. This may be extended to a further term, at the discretion of the Employer.

- (c) An employee who is elected or selected for a full-time position with the Union or any body with whom the Union has affiliations shall be granted a leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leaves shall be renewed once only upon request for a period of up to two (2) years. No more than two (2) employees will be granted a leave in any one year.
- (d) An employee who elects to return to an educational institution on a full-time basis to upgrade the employee's education shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. No more than two (2) employees will be granted a leave in any one (1) year.

ARTICLE 23

LEAVE OF ABSENCE (cont'd)

23.03

- (e) All applications for Leaves of Absence shall be submitted in written form and with sufficient notice to the immediate supervisor stating the reason(s) for the Leave and the amount of time required. Approval shall be granted in written form as soon as possible upon receipt of such request.
- (f) The Chairperson of the Committee shall be allowed one (1) day off per month without pay and, upon request, another one (1) day without pay will be considered to attend to Union business, subject to the condition that the

workplace is not unduly affected by the absence and proper written notice is given.

23.04 Bereavement/Compassionate Leave

Upon the death of a relative, an employee shall be granted a compassionate leave of up to five (5) working days, depending upon the time of bereavement in relation to the normal time off and the degree of relationship of the deceased, without loss of pay.

A further two (2) days for traveling may be allowed at the discretion of the department head.

Upon the written notification to the Superintendent of Education - Human Resources, the following bereavement leaves will be approved.

- (a) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of five (5) working days for the purpose of attending or arranging a funeral in the

ARTICLE 23 **LEAVE OF ABSENCE** (cont'd)

23.04 Bereavement/Compassionate Leave
(cont'd)

- (a) immediate family. The immediate family shall be defined as the spouse, parent, child, brother, sister, guardian or a person who stands in local parentis.
- (b) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of three (3) working days for the purpose of attending or arranging a funeral for the father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law,

grandparents, or grandchild.

- (c) An employee shall be entitled to a leave of absence of a full or partial day with pay and no deduction of sick leave credits for the purpose of attending the funeral of a relative other than those mentioned above.

23.05 Jury Duty

The Employer shall make up the difference, if any, between jury pay and the employee's regular pay for any time during which an employee is required to perform jury service, or subpoenaed by the Crown as a witness.

23.06 Pregnancy/Parental Leave

The intent of this section shall conform with the Employment Standards Act, as amended from time to time.

The Employer, if requested, shall grant a pregnancy or parental leave to an employee not to exceed a total of two (2) years.

ARTICLE 23 **LEAVE OF ABSENCE** (cont'd)

23.06 Pregnancy/Parental Leave (cont'd)

The employee will return to their own job provided their leave is no longer than one (1) year. Where a technological change and/or procedural changes have occurred, the employee shall receive appropriate training in order to fulfill the requirements of the job.

An employee who extends the leave beyond the one (1) year period shall be placed in a comparable position as held prior to the leave.

The Employer shall provide for employees on pregnancy or adoption leave a supplementary unemployment benefit plan which provides a payment of seventy percent (70 %) of salary for the two-week waiting period. Such a plan shall be registered with and approved by Human Resources Development Canada. Effective September 1, 2002, parental leave will be included in this leave.

The employee shall accumulate sick leave credits at the rate of two (2) days per month while absent on pregnancy and parental leaves for times as recognized by the Ontario Employment Standards Act. Sick leave credits shall not be granted to employees for extended leaves of absences requested beyond these times.

23.07 Adoption Leave

An employee shall be granted leave without deduction from salary to a maximum of two (2) days for needs related to the legal adoption of the employee's child.

ARTICLE 23 **LEAVE OF ABSENCE** (cont'd)

23.08 Paternity Leave

An employee shall be granted a leave of absence of two (2) days, without deduction of salary, related to the birth of his child, commencing from the day of admission of the mother for the birth of the child up to and including the day of discharge of the child from the hospital, and that such days are a working days.

ARTICLE 24 **BULLETIN BOARDS**

24.01 The Employer will provide bulletin boards at appropriate locations for the use of the Union. Matters posted will be restricted to:

- (a) notices of union meetings;
- (b) notices of union elections or appointments;
- (c) notices of results of union elections; and
- (d) notices of union recreational and social activities.

24.02 There will be no other general distribution or posting by the Union of the employees of pamphlets, advertising or political matter, propaganda notices or literature of any kind on the Employer's property, other than as herein before provided.

ARTICLE 25 **SICK LEAVE**

25.01 Sick Leave is leave of absence on full pay by reason of incapacity due to illness or injury.

25.02 Sick leave days, if unused, will accumulate to a maximum of two hundred and sixty (260) calendar days.

ARTICLE 25 **SICK LEAVE** (cont'd)

- 25.03 An employee with seniority shall be eligible for two (2) days sick leave with pay for each completed calendar month of employment, following completion of the probationary period.
- 25.04 A retiring employee is one who ceases to be employed by the Employer and applies for and receives a retirement pension.
- 25.05 Sick leave which has accumulated to the credit of an employee and is unused at the termination of employment, will be canceled, except in the case of:
- An employee who retires or dies with not less than five (5) years of continuous service, in which case, either the employee, or the estate in case of death, will receive fifty percent (50%) of the employee's sick leave standing to the employee's credit at the date of retirement or death.
- Payment of 50% of the sick leave credit will not apply to employees hired after February 14, 1988.
- 25.06 When the Employer feels an employee has excessive absenteeism, it may request a medical certificate for each day absent due to sickness and such certification shall be provided by the employee immediately upon return to work.
- 25.07 Leave of absence without pay on the grounds of incapacity due to non-occupational illness or injury shall be granted to any employee who has no sick leave accumulated to the employee's credit as long as the absence is supported by documentation from a medical doctor.

ARTICLE 25

SICK LEAVE (cont'd)

- 25.08 Sick leave shall not accumulate in respect of any period during which an employee is absent from employment on account of lay-off or authorized leave of absence without full pay.
- 25.09 On or about December 31st in each year, an accounting of each employee's accumulated sick leave will be mailed to each employee, and a copy will be sent to the Secretary of the Local Union.
- 25.10 If an employee is prevented from performing the regular work with the Employer because of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Employer will supplement the compensation provided by the Workplace Safety and Insurance Board for the loss of wages to the employee from the employee's sick leave credits by such an amount that the compensation of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one hundred percent (100%) of the employee's regular wage after normal income tax deductions, considering the tax free status of Workplace Safety and Insurance Board income.
- 25.11 Employees who are absent due to illness or accident shall maintain their positions and locations for up to a one-year (1) period following eligibility for Long-Term Disability and/or Workplace Safety and Insurance Board benefits. During this time the Employer shall fill the assignment with a temporary employee. In the event the absent

employee does not return to work after this time frame, the position shall be posted as a vacancy.

ARTICLE 26 **QUARANTINE**

26.01 An employee shall be entitled to salary notwithstanding absence from duty where, because of exposure to communicable disease, are quarantined or otherwise prevented by the order of the Medical Office of Health/Doctor from attending. These absences shall include being exposed to and infected by pediculosis (head lice). The time absent shall be charged as sick leave.

ARTICLE 27 **CLOTHING AND/OR UNIFORMS**

27.01 The Employer will provide the employees with uniforms on the following basis:

- (a) **Effective from the date of hiring, the Employer will provide** each new male employee with two (2) pairs of pants and three (3) shirts, and each new female employee with two (2) pairs of pants and three (3) tops. The Employer will supply two (2) extra pairs of pants to its Painting Personnel, two sets of coveralls for the Plumbers.
- (b) In each year the Employer shall offer employees the selection of uniforms on an optional package basis and shall pay the cost of same.
- (c) Jackets shall be made available to Custodians/Maintenance employees every third year of employment and shall be included in one of the optional packages. Jackets may be replaced on a more regular basis subject to proof of need and approval of the Controller of

Plant.

ARTICLE 27 CLOTHING AND/OR UNIFORMS
(cont'd)

- 27.01 (d) All employees shall be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed in the approved uniform at all times when on duty.
- 27.02 (a) The Employer shall supply all portable power and large tools required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool or by proving that the tool was lost.
- (b) Custodial and Maintenance employees, upon completion of the probationary period, shall be entitled to an allowance of up to \$85.00 each twelve (12) month period to assist in the purchase of approved boots. This amount will be reimbursed upon proof of purchase. Such approved safety footwear must be worn at all times.
- (c) Custodian employees, upon evidence of need and as approved by the Controller of Plant, will be entitled to the same allowance. Replacement of worn or damaged approved safety footwear prior to period shall require the approval of the Controller of Plant and such replacements shall be subject to another twelve-month (12) period limitation before the purchase of another pair.

ARTICLE 28

EMPLOYEE BENEFITS

28.01 The Canada Pension Plan and the O.M.E.R.S. Plan, as currently integrated, will be continued.

ARTICLE 28

EMPLOYEE BENEFITS (cont'd)

28.01 The Employer will contribute one hundred (100%) percent of the premiums for the following employee benefits.

28.02 Extended Health Care Plan

- (a) Prescription Drugs - \$10/\$20 deductible
- (b) Vision Care - maximum \$200/annum for dependent children and maximum of \$300 every two (2) years for adults towards the purchase of contact lenses or eyeglasses or corrective laser eye surgery.
- (c) Private Hospital Coverage
- (d) Hearing Aids - \$300 every three (3) years
- (e) Effective the first day of the month following ratification of the Collective Agreement by the parties, the Employer agrees to remove the maximum of \$12 per visit for Paramedical Services, and one hundred percent (100%) of the costs, after the employee pays the deductible, will be covered for the following paramedical specialists, up to the maximum indicated below:
 - (i) licensed physiotherapists, speech therapists, massage therapists, naturopaths or Christian Science practitioners to a maximum of \$300 per person in a benefit year for each category of paramedical specialists.
 - (ii) licensed osteopaths,

chiropractors, chiropodists or podiatrists, including a maximum of one X-ray examination per specialty each benefit year to a maximum of \$300 per person in a benefit year for each category of paramedical specialists.

ARTICLE 28 **EMPLOYEE BENEFITS** (cont'd)

28.02 Extended Health Care Plan (cont'd)

Effective September 1, 2005, the maximum of \$300 will be increased to \$325.

28.03 Group Term Life Insurance

Group Term Life Insurance with Accidental Death and Dismemberment Benefits in the amount of \$45,000 or two (2) times annual salary, whichever is greater. Effective September 1, 2005, Group term Life Insurance with AD&D in the amount of \$50,000 or 2.5 times annual salary, whichever is greater.

Employees covered under these benefits have the option to purchase, at their own expense, additional Life Insurance in blocks of \$20,000, \$40,000, \$60,000 or \$80,000.

28.04 Flexident Dental Care Plan

- (a) Preventative - \$1,500/annum
- (b) Restorative (Dentures) - \$1,000 every five (5) years. Major Restorative Plan including the Dentures at the foregoing level will include Caps, Crowns and Bridges - 70% Insurance paid - 30% Employee paid (co-insurance), with a \$2,000 annual combined maximum.
- (c) Orthodontic - \$1,500/lifetime (dependent children only)

Each January the O.D.A. Fee Schedule shall be updated to the schedule of the preceding calendar year.

ARTICLE 28 **EMPLOYEE BENEFITS** (cont'd)

28.05 Long-Term Disability Plan

The Employer will pay one hundred (100%) percent of the premium for a Long-Term Disability Plan with benefits at 73-2/3% of gross monthly salary to a maximum of \$3,000.

28.06 Dependent Life Insurance

Employees covered under the Employer's Benefit Plan may purchase, at their own expense, dependent's insurance in the amount of \$20,000 for spouse and \$5,000 for dependent children. Such insurance shall be subject to the insurer's requirements concerning medical evidence.

28.07 It is further agreed that benefits specifically provided for in this Agreement will commence on the first day of the month following date of hire.

For more detailed information on benefits, refer to the booklets provided by the insurance company. The benefits as described in these booklets shall be the determining factors for health benefit coverage.

28.08 Part-Time Benefits

Employees on staff as of February 14, 1988 will continue to receive full benefits. Employees hired after this date, the following shall apply:

- (a) Employees working 30 hours per week or more shall receive 100% full benefits.

ARTICLE 28 **EMPLOYEE BENEFITS** (cont'd)

28.08 Part-Time Benefits (cont'd)

- (b) Employees working less than 30 hours per week shall receive 100% of O.H.I.P./Ontario Health, Extended Health and Vision Care and L.T.D.
- (c) Basic Life Insurance coverage is mandatory for employees working less than 30 hours per week. The employee shall pay 100% of the premiums. Dental coverage is optional and, if elected, 100% of the premiums shall be paid by the employee.

28.09 Early Retirees

The parties agree that the employees who retire early shall have 75% of the premiums for O.H.I.P. and Extended Health, including Vision Care and Dental, paid by the Employer until the age of 65. A retiring employee under this provision is defined as one who has ten (10) years of service or more and who has reached the age of 55 and not taken up other employment.

Early retirees shall be allowed to purchase the Board's life insurance plan until age 65 at one-hundred percent (100%) of the cost to the early retiree.

- 28.10 (a) An employee shall accumulate seniority while on Long-Term Disability for a period of up to two (2) years.

ARTICLE 28 **EMPLOYEE BENEFITS** (cont'd)

28.10 (b) The Employer shall pay, on behalf of an employee while on Long-Term Disability, all premiums and contributions for all Employee Benefit Plans.

This clause applies only to Employee Benefit Plans which are in existence at this time.

(c) An employee who is no longer deemed disabled under the provisions of the Long-Term Disability Plan shall be placed in the former or equivalent position with the Employer, provided the employee is capable of performing the duties of the position and provided the employee does not replace an employee who holds more seniority.

(d) The benefit level and coverage outlined in Article 28 shall be maintained during the term of this Agreement. Should the Employer wish to change carriers during this term, they shall notify the Union in writing and discuss such change with the Union.

28.11 Upon the death of an employee, the Board will continue benefits for the spouse and/or dependents for a period of two (2) years.

ARTICLE 29 **CONTRACTING OUT**

29.01 Persons who are not in the Bargaining Unit shall not perform any work which is normally done by employees in the Bargaining Unit, except for those referred to in Article 2, sub-section 2:01 and except in cases of emergency.

ARTICLE 30 **JOB SECURITY**

30.01 No bargaining unit employee shall be terminated, laid-off, or have their regularly scheduled work day or regularly scheduled work week reduced as the result of the Employer contracting out any of its work or services.

ARTICLE 31 **HEALTH AND SAFETY**

31.01 The Board shall conform with the Occupational Health and Safety Act. The Employer shall ensure that all Joint Health and Safety Act Committee members are provided with all Employer information pertaining to health, safety and work environment issues.

31.02 The Union and the Employer agree that issues involving workplace aggression or violence shall be brought to and discussed in the Labour Management Committee meetings and may be referred as necessary to the Joint Health and Safety Committee.

31.03 The Employer shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the Ontario Human Rights Code.

31.04 The Employer agrees to involve the Union in the Disability Management Program.

31.05 The cleaning of portables on site shall be divided equally among all Custodial staff in the school and every attempt possible shall be made to have the cleaning completed before night fall to ensure the health and safety of all Custodians.

ARTICLE 32 **RETIREMENT**

32.01 All employees covered by this Agreement shall retire no later than the last day of the month in which the employee attains the age of sixty-five (65) or on June 30th next, following the employee's sixty-fifth (65th) birthday, whichever the employee so elects. Notwithstanding the above, the employee, upon request, may be granted a one (1) year's extension of employment, provided the employee submits medical proof of ability to perform the normal requirements of the job. The examining physician shall be chosen by mutual agreement by the Employer and the employee.

Employees, if they so decide, will be allowed to retire prior to age sixty-five (65) in accordance with O.M.E.R.S. regulations.

ARTICLE 33 **RETROACTIVITY**

33.01 This Agreement shall be retroactive with respect only to wages.

ARTICLE 34 **DURATION OF AGREEMENT**

34.01 This Agreement shall come into effect from September 1, 2003 thereof and shall remain in effect until August 31, 2006 and will continue to be in force from year to year thereafter, unless written notice shall have been given by either party to the other not more than six (6) months prior to the termination date, or the anniversary date of any

subsequent annual extension, that it is desired to terminate or amend the Agreement.

ARTICLE 34 **DURATION OF AGREEMENT** (cont'd)

34.01 A draft copy of the Collective Agreement shall be supplied to the Union by the Employer within thirty (30) days of ratification by the parties.

A copy of the Collective Agreement shall be supplied for all employees by the Employer within sixty (60) days of the signing of the agreement by the parties.

Executed by the duly authorized representatives of the parties this seventeen day of December, 2003.

FOR THE DURHAM CATHOLIC DISTRICT SCHOOL BOARD

SCHEDULE "A"

PLANT DEPARTMENT EMPLOYEES
(CUSTODIAL AND MAINTENANCE PERSONNEL)

Grade	Band	Classification	Sept. 1 2003 (2%)	Jan. 1 2004 (1%)	Sept. 1 2004 (2%)	Mar. 1 2005 (1%)	Sept. 1 2005 (2%)	Mar. 1 2006 (1%)
300-349	3	Custodian Shipping & Receiving Clerk	\$17.81	\$17.99	\$18.35	\$18.53	\$18.90	\$19.09
350-399	4	Group Leader	\$18.55	\$18.74	\$19.11	\$19.31	\$19.69	\$19.89
400-449	5	Painter	\$19.26	\$19.45	\$19.84	\$20.04	\$20.44	\$20.64
450-499	6	Chief Custodian	\$20.25	\$20.45	\$20.86	\$21.07	\$21.49	\$21.70

500-549	7	All-Purpose Person	\$21.23	\$21.44	\$21.87	\$22.09	\$22.53	\$22.75
550-599	8	Locksmith Plumber Electrician Controls	\$22.31	\$22.53	\$22.98	\$23.21	\$23.67	\$23.91
600-649	9	Technician Heating and Plumbing Coordinator	\$23.85	\$24.09	\$24.57	\$24.82	\$25.32	\$25.57

Rates during the probationary period, in all categories, shall be 60 cents per hour less.

Note: No bargaining unit member will have a reduction in hours or be on layoff as long as students are working for the employer.

Chief Custodians in High Schools shall receive a responsibility allowance of one hundred (\$100) per month for the extra duties associated with the position. The monthly responsibility allowance will be annualized and spread over twenty-six (26) payments.

**SCHEDULE "B" - PLANT DEPARTMENT
EMPLOYEES**

<u>Location</u>	<u>Schools</u>	<u>Portables</u>	<u>Portables</u>	<u>Total</u>	<u>Manpower</u>
	<u>Not in F.T. Use</u>	<u>In Use</u>	<u>Sq. Ftge.</u>	<u>Contract</u>	
Catholic Education Centre	23,028		23,028		11.77
Plant Administration Building		13,810			
				13,810	7.62
All Saints C.S.S.	159,634		159,634		73.16
Archbishop Denis O'Connor C.H.S.	87,432		3		90,312
					43.30
Canadian Martyrs	22,047		22,047		11.32
Father Francis Mahoney	31,348		31,348		15.50
Father Joseph Venini	33,855		4	37,695	18.36
Father Leo J. Austin C.S.S.		159,899			4
					163,739
					75.87
Giffard Centre	11,668		11,668		6.66
Good Shepherd	33,638		33,638		16.53
Holy Cross	28,036		28,036		14.02

Holy Family	32,296		32,296	15.93
Holy Redeemer	36,459	2	38,379	18.23
Immaculate Conception	25,406		25,406	12.83
Monsignor John Pereyima C.S.S.	99,439			
			99,439	46.11
Monsignor Paul Dwyer C.H.S.	144,118		5	
			148,918	68.35
Monsignor Philip Coffey	28,646		28,646	14.29
Mother Teresa	43,595	6	49,355	23.60
Notre Dame C.S.S.	174,015	3	176,895	80.92
Our Lady of the Bay	28,074	1	29,034	14.03
Sir Albert Love	25,641		25,641	12.94
St. Anthony Daniel	41,999	41,999	20.29	
St. Bernadette	50,475	2	52,395	24.53
St. Bernard	42,078	4	45,918	21.62
St. Catherine of Siena	40,614		40,614	19.67
St. Christopher	32,023		32,023	15.81
St. Elizabeth Seton	71,809	2	73,729	35.55
St. Francis de Sales	30,385		30,385	15.07
St. Gertrude	13,452		13,452	7.46
St. Gregory	18,578		18,578	9.77
St. Hedwig	18,460	2	20,380	10.58
St. Isaac Jogues	39,583		39,583	19.21
St. James	37,366		37,366	18.21
St. John Bosco	47,911	4	51,751	24.67
St. John the Evangelist	31,673		31,673	15.65
St. Joseph - Oshawa	30,115	1	31,075	15.81
St. Joseph - Uxbridge	39,103	2	39,103	19.42
St. Jude	40,008		40,008	19.40
St. Leo	36,598	1	10	46,198
			20.45	
St. Luke the Evangelist	49,511	2	49,511	24.53

St. Marguerite Bourgeoys	38,220		38,220	18.59
St. Marguerite d'Youville	42,099	2	42,099	20.77
St. Mark the Evangelist	47,181	4	51,021	24.35
St. Mary C.S.S.	139,866	12	151,386	69.45
St. Matthew the Evangelist	52,390		52,390	24.96
St. Michael	35,843		35,843	17.52
St. Monica	42,538	1	43,498	21.40
St. Patrick	58,937	6	64,697	30.49
St. Paul	37,570	1	37,570	18.30
St. Theresa	38,790		38,790	18.85
St. Thomas Aquinas	29,459	4	33,299	16.38
St. Wilfrid	50,064		50,064	23.92
Totals:	<u>2,601,088</u>	<u>880</u>	<u>2,677,888</u>	<u>1,279.44</u>

SCHEDULE "B" - PLANT DEPARTMENT
EMPLOYEES (cont'd)

1. Square footage is used to determine the number of hours allocated for each location as follows:
 - (a) In schools of 13,600 to 17, 800 square feet, one 8 hour person shall be designated.
 - (b) Increases/decreases shall be in increments of one (1) hour at 2,225 square feet intervals above/below 14,650 square feet.
 - (c) Square footage of portables will be increased by 25%.
2. Student enrolment shall be considered in determining personnel requirements.

LETTER OF UNDERSTANDING

Re: Plumber Category

Durham Region Roman Catholic Separate School Board and Canadian Union of Public Employees and its Local 218, agree to the following conditions relating to the new employment category - Plumber:

- (a) Article 25 - Contracting Out - Section 25.01 will not apply to this position.
- (b) The Employer agrees to maintain this position as a full-time position and will not reduce the regular working hours through contracting out of work.
- (c) The Union agrees that plumbing requirements of the Employer will, from time to time, necessitate the contracting out of excess plumbing work and will cooperate with outside plumbers.

DATED at Oshawa this 30th day of April, 1990.

LETTER OF UNDERSTANDING

December 17, 2003

Lorraine Clarke
Chairperson, Local 218
Plant Department Employees
(Custodial and Maintenance Personnel)
65 Kenneth Street
Oshawa, ON

Dear Lorraine:

Re: Hours of Work - Summer Work
Schedule

The Custodian and Maintenance employees shall be paid for a forty (40) hour week and will be required to work a forty-two (42) hour work week.

Chief Custodians and Day Custodians, the hours will be from 7:00 a.m. to 4:30 p.m., Monday to Thursday inclusive and from 7:00 a.m. to 4:00 p.m. on Friday.

Custodial employees' hours will be from 2:45 p.m. to 11:45 p.m., Monday to Thursday inclusive and from 12:30 p.m. to 9:00 p.m. on Friday.

Maintenance hours will be from 7:30 a.m. to 4:30 p.m. Monday to Thursday inclusive, and from 7:30 a.m. to 4:00 p.m. on Friday.

The above noted hours will be worked during the months of the calendar year with the exception of the months of June, July and August.

The regular hours of work as outlined in Article 19.01 (a) and (b) shall be worked during the months of June, July and August.

LETTER OF UNDERSTANDING (cont'd)

In lieu of payment for the additional one half (½) hour per day, Monday to Thursday inclusive, employees will:

- (i) accumulate time to allow Fridays off during the summer months commencing the week immediately following school closing and the week prior to the start of the new school year except that the Employer may require schools on an individual basis to revert back to the normal work week up to two (2) weeks prior to school opening.
- (ii) no longer be required to provide make up time during the Christmas period to have consecutive days off, that are not covered by the statutory holidays or holidays as determined by the Collective Agreement, between the day before Christmas and New Year's Day.

All employees working less than the full time-hours will have the time worked pro-rated accordingly.

Employees will not be required to work any additional time to make up for the one half (½) hour per day as the result of sick days off or time off during vacation.

It is understood that any employee commencing employment with the Employer shall not be required to work any additional time over and above the extra one-half (½) hour per day in order to enjoy the benefits of Friday's off during the summer and time off consecutively at Christmas (as outlined in (i) and (ii) above) as the result of beginning employment after the start of the new calendar year.

Similarly, any employee who resigns or leaves the employment with the Employer for any reason shall not be entitled to reimbursement or time off because of the requirement of the extra one half (½) hours work per day.

LETTER OF UNDERSTANDING (cont'd)

The terms and conditions hereby outlined will be in effect for the life of this agreement, ending August 31, 2006. It is understood that this letter will replace the current language in 19.01 (c) of the Collective Agreement.

The Employer reserves the right to discontinue this summer work schedule at any time. Should the summer work schedule be discontinued the summer work schedule will revert to the provisions of 19.01 (c) of the Collective Agreement.

Yours truly,

A.W. Jeffers
Human Resources Manager