

AGREEMENT

Between

HAMILTON-WENTWORTH
CATHOLIC DISTRICT SCHOOL BOARD

and

THE LABOURERS' INTERNATIONAL UNION
OF NORTH AMERICA
(LIUNA LOCAL 837 - ASSISTANT CUSTODIANS)

January 1, **2006** - December 31, **2008**

108

108 74(05)

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Recognition	1
2	Relationship	1
3	Union Security	2
4	Management Rights	2
5	Seniority	3
6	Grievance Procedure	5
7	Arbitration	6
8	Job Posting	7
9	Union Representation	11
10	Benefits	11
11	Paid Holidays	15
12	Vacations	16
13	Sick Leave Plan	18
14	Compassionate Leave	20
15	Leaves of Absence	20
16	Hours of Work and Overtime	22
17	Wages	25
18	Strikes & Lockouts	26
19	Duration and Renewal	26
20	Amendments	26
21	Wage Negotiations	26
22	Miscellaneous	26
	Letters of Understanding	28
	Memorandum of Agreement 1	31
	Memorandum of Agreement 2	32
	Appendix A - Seniority List	33

The general purpose of this agreement is to provide a mechanism for the prompt and orderly interpretation, application and administration of the collective agreement and to establish the working conditions, hours of work and wages for all employees covered by this agreement.

ARTICLE 1 - RECOGNITION

- 1.01 The Board recognizes the Union as the sole collective bargaining agent for all employees of the Hamilton-Wentworth Catholic District School Board employed as assistant custodian in the Municipality of Hamilton-Wentworth, save and except supervisors, persons above the rank of supervisor, office and clerical employees.
- 1.02 In this Bargaining Unit:
- 1) A casual employee shall be defined as an employee, other than an assistant custodian, who works the regularly scheduled hours in a given classification temporarily replacing a regular seniority employee on approved leave or absence.
 - 2) Bona fide students may be employed under this Agreement during the school vacation period.

ARTICLE 2 - RELATIONSHIP

- 2.01 The parties agree that they will not in any manner discriminate against, coerce, intimidate, restrain or influence employees because of their membership or non-membership, or their activity or lack of activity in the Union.
- 2.02 Wherever the masculine gender is used it shall be deemed to include reference to the feminine gender and wherever the singular is used it shall be deemed to include reference to the plural.
- 2.03 Meetings between the Board and the Union will be established on a quarterly basis to discuss matters of mutual concern (i.e. Health & Safety, welfare plans, interpretation of rules) and such other matters as the parties may deem necessary.

These meetings are not intended to impede or eliminate any of the rights of grievance as granted under this agreement or any of the rights of the Board, but to provide an avenue of mutual discussion of problems and concerns which may arise.

The meeting dates and suggested agenda items will be arranged through the Administrator of the Union and the Controller of Plant Operations or their respective delegates. The members of the Union committee required to attend such meetings shall be allowed to leave their jobs one hour prior to the start of the scheduled meeting. The time in attendance at such meetings described above, shall be considered as time worked, and the employee will be recognized for payment at their regular hourly rate of pay.

A summary of the items discussed at the meeting will be produced by the Board and

distributed to those attending. A Trustee representative will attend these meetings.

ARTICLE 3 - UNION SECURITY

3.01 All employees covered by the Collective Agreement, as a condition of employment, shall become and remain members in good standing of the Union during the life of this agreement.

The Board agrees to deduct from all employees such regular dues as are specified by the Union in accordance with its constitution and by-laws as denoted, in writing, from the Union.

3.02 The Board shall forward such deductions to the Secretary-Treasurer of the Union not later than the 15th of the month following the month in which the deductions were made.

3.03 a) The Board shall, when forwarding such dues, provide a list for the Secretary-Treasurer of the Union, indicating the names, phone numbers, addresses and corresponding Social Insurance Number of the employees from whose pay such deductions were made.

b) The Board will provide written notice of any change of membership. A change in membership includes but is not limited to a change in name, address, new hires, termination and retirements.

3.04 In consideration of the deducting and the forwarding of Union dues by the Board, the Union shall indemnify and save harmless the Board against any claims or liabilities arising out of or resulting from the operation of this article.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Without limiting the generality of its ability to carry out the undertakings of the Board, the Union acknowledges that it is the exclusive right of the Board to:

(a) establish and post rules for the promotion of safety, efficiency, and discipline;

(b) maintain order, discipline and efficiency;

(c) hire, discharge, layoff, classify, direct, transfer, promote, demote, and suspend or otherwise discipline employees for just cause, and determine the qualifications of an employee to perform work, and

(d) generally to manage the enterprises in which the Board is engaged, and without restricting the generality of the foregoing; to determine the work to be done, methods, schedules of productions, kinds, location and output of machines and maintenance of same and tools to be used, processes and the control of materials and parts to be incorporated in the work.

4.02 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this agreement, and a claim that the Board has exercised any of these rights in a manner inconsistent with any of the provisions of this agreement may be a subject of a grievance, including the right of any employee who has successfully completed the probationary period as defined in Article 5.02 to file a grievance over discharge or discipline.

4.03 a) Each employee shall have the right to consult his/her official personal file held by the Board in its Central Supervisory file during normal business hours of the Board.

The Board will arrange for the request within 48 hours of notice being given excluding holidays and weekends. Any discipline and performance related letters or notes shall be copied to the employee and the union, prior to their being entered into the employee's personnel file.

b) Reports of warnings or reprimands will be removed from the employee's file after a period of two (2) years, provided that further warnings or reprimands have not been taken against the employee during the two (2) year period.

ARTICLE 5 - SENIORITY

5.01 Seniority, as referred to in this Agreement, shall mean accumulated continuous service with the Board from the last date of hire of appointment to an assistant custodian position.

5.02 (a) All new employees will be on a probationary period of three (3) calendar months from their date of hire.

(b) During the probationary period outlined above in section (a), new employees and the Union will not be permitted to file a grievance concerning the probationary employee's discharge excepting for alleged violations of monetary matter, or for reasons other than just cause.

c) Notwithstanding the foregoing, casual and student employees as defined in Article 1.02 shall not be considered probationary employees, shall not accrue seniority and the termination of casual and/or student employees shall not be the subject of a grievance excepting for alleged violations of monetary matters or for reasons other than just cause.

5.03 A seniority list will be supplied to the Union in January of each year during the term of this Agreement. Updated seniority information will be made available to the Union, as required, at other times, when requested.

5.04 In the event that an employee is promoted or transferred to a position out of the Bargaining Unit, the employee will retain all previous seniority plus up to one year while employed outside the Bargaining Unit.

- 5.05 In cases of layoff and recall, the length of continuous service in the Board's employ shall be the governing factor. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their respective seniority subject to those employees who are retained being qualified and capable to perform the work required.
- 5.06 Whenever layoffs are required, the Board will notify the Union, in writing, at least ten (10) working days prior to the layoff of the number of employees affected and any variations from normal seniority, which will be required as a result of qualifications.
- 5.07 No employee who has attained seniority shall be laid off due to lack of work while there is an employee working, doing similar work in which the redundancy has occurred subject to such seniority employee being qualified and capable to perform the job.
- 5.08 An employee shall lose seniority and his/her employment shall terminate if:
- i) he/she voluntarily quits;
 - ii) he/she is discharged and such discharge is not reversed through the grievance procedure;
 - iii) an employee has been laid off for six (6) calendar months in the case of an employee with up to one (1) year seniority and sixty (60) calendar months in the case of an employee with one (1) year or more seniority;
 - iv) having been notified to return to work from layoff, he/she fails to notify the employer within fourteen (14) working days after receipt of notification that he/she will report to work or fails to report back to work within fourteen (14) working days after receipt of notification by the employer to return to work. Date of receipt shall be considered to be that on which the Management's recall notice, sent by registered mail, is signed for in the presence of a postal employee but in no event longer than fourteen (14) calendar days from the date of registration, the recall notice being sent to the last address of the person on layoff as furnished by him/her.
- 5.09 An employee may lose seniority and/or his/her employment may terminate if:
- i) an employee utilizes a leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Board;
 - ii) an employee is absent from scheduled work for a period of five (5) consecutive working days without notifying the Board of such absence or providing a reason satisfactory to the Board.
- 5.10 The Union shall be notified, in writing, of all hires, terminations, transfers, layoffs and recalls within fifteen (15) working days. Such notification shall include the employee's name, address, phone number, Social insurance Number, date of hire and their job

classification.

- 5.11 a) If as a result of site closure or changes in enrolment, a surplus situation occurs in a workplace, seniority, within the Board will be the governing factor in determining which employee will be moved to a new workplace.
- b) Should within a period of two years of the above mentioned surplus, the surplus situation is reversed, the employee moved as a result of the surplus will be given the opportunity to return to his/her former position.
- 5.12 The seniority list, effective the ratification of this collective agreement, will be included as Appendix A.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 It is the mutual desire of the Board and the Union that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision and final settlement of the grievance.
- 6.02 A grievance under this Agreement shall be defined as a difference or dispute between the Board and any employee(s), which relates to the interpretation, application, administration, or alleged violation of this Agreement.
- 6.03 A grievance, to be acceptable under this Agreement, must be in writing, shall specify the article or articles allegedly violated, shall contain a precise statement of the facts relied upon, shall indicate the relief sought, and shall be signed by the grievor.
- 6.04 Time limits specified in the grievance procedure are mandatory and not simply directory, and may only be amended by the mutual agreement of both parties and such agreement shall not be unreasonably withheld.
- 6.05 Complaints and grievances shall be settled in the following manner and sequence.

STEP I - INFORMAL STAGE

- (a) If an employee has a complaint, he/she shall discuss it with their immediate supervisor in order to provide an opportunity for response and adjustment to the complaint. A representative of the Union may attend with the employee at this step.
- (b) It is understood that the alleged grieved employee must make his/her grievance known to the Administrator of the Union or his delegate, in writing, within ten (10) working days of the alleged grievance.
- (c) Should no resolution to the complaint be forthcoming at this stage, the employee may submit a formal grievance to the next step in the procedure

within a further five (5) working days of Step I(b).

STEP II

The grievor, through an authorized Union representative, may submit the grievance to the Controller of Plant, in writing, and the responsible parties shall meet within five (5) working days to discuss the matter. Within five (5) working days of the meeting the Controller of Plant shall respond, in writing, to the grievance.

Should no satisfactory settlement be reached at this stage, the aggrieved employee may within five (5) working days of receipt of the written response at Step II, the next step of the grievance procedure may be implemented.

STEP III

The grievor, through an authorized Union representative, may submit the grievance to the Human Resources Manager - Employee Relations & Secretarial/Clerical Services, in writing, which shall be presented to the Committee of Decision. Such Committee shall be composed of one trustee who shall act as chairperson and six other members, 3 representatives of the Union and 3 Board officials. Such meetings will be limited to four meetings per year at which time any current grievances will be presented to the Committee. Within five (5) working days following the scheduled Step III meeting a written reply will be prepared stating the Committee's decision on the issue and/or any adjustment agreed upon.

In consideration of a grievance resulting from the discharge and termination of an employee, a Step III meeting will be scheduled within five (5) working days,

Should no satisfactory settlement be reached at this stage, the aggrieved employee may within five (5) working days of receipt of the written response at Step III, submit the grievance to arbitration.

6.06 The grievance procedure for an employee who claims he/she has been discharged without just cause, shall be dealt with commencing at Step III, within five (5) working days after the discharge.

6.07 A policy grievance must be submitted at Step III of the grievance procedure.

ARTICLE 7 - ARBITRATION

7.01 When either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party of this agreement and at the same time, indicate their nominee to the arbitration board. Within five (5) working days thereafter, the other party shall advise, in writing, its nominee to the arbitration board. The two nominees shall, within fifteen (15) working days, attempt to select by agreement, a chairperson of the arbitration board. If they are unable to agree upon such chairperson within this period, either of them may then request the Ministry of Labour for the Province of Ontario to appoint a chairperson.

- 7.02 Statutory holidays, Saturdays and Sundays shall be excluded from the times provided for the process outlined in Article 7.01. Time limits may be adjusted by agreement of the parties.
- 7.03 A person who has been involved in an attempt to negotiate or settle a grievance may not be appointed chairperson of the arbitration board.
- 7.04 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the chairperson of the arbitration board.
- 7.05 No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the Grievance Procedure.
- 7.06 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this agreement to alter, modify or amend any part of this agreement.
- 7.07 The proceedings of the arbitration board will be expedited by the parties hereto, and the decision of the majority of such board will be final and binding upon the parties hereto. Should a majority decision not be possible, then the decision of the chairperson shall be final and binding on the parties hereto.
- 7.08 a) At either parties' request the matter will be submitted to a single arbitrator who shall be appointed in place of a board of arbitration.
In the event that either party requests the matter to be submitted to a single arbitrator, the arbitrator shall:
- 1) be appointed from the list of arbitrators agreed upon between the parties,
 - 2) have the same powers as a board of arbitration under this agreement and the parties will jointly bear the expense of the arbitrator.

ARTICLE 8 -JOB POSTING

- 8.01 a) Except for known vacancies occurring between July 1st and September 15th, all vacancies and new positions shall be posted, no more than a month prior to the position becoming vacant or available, in all sites for a period of five (5) working days. The posting shall show the classification of the vacancy or new posting, the hours of work, the specific work assignment, the requirements for the job, the starting date, the name and address of the school or building and the current student enrolment at the school.
- b) **Where a vacancy is created due to the retirement, resignation of an assistant custodian and/or the change of approved hours for staffing at a site, the posting of the vacant position will not occur. In these cases only, the hours will be first assigned equitably to all assistant custodians on site. Prior to the addition of an assistant custodian at a site, the**

hours of the assistant custodians are first increased to 8 and then the remaining hours are posted. It is understood that if enough hours are unavailable to post a minimum four-hour position, the required hours shall be taken from other position(s) at the site. These provisions shall apply in the event the approved hours at a site are reduced due to declining enrolment, site usage, closure, etc.

- 8.02
- a) If no qualified candidate applies for a posted position after all posted procedures have been exhausted, the posted position will be filled by the Board by:
 - (i) offering additional hours to the existing assistant custodians at the site in order of seniority, in equal ratio increments. Such additional hours shall not have an individual exceed eight (8) hours.
 - (ii) from among qualified casual Assistant custodians
 - (iii) new qualified hirings
 - b) In the event that new job duties, skills, technologies or methods of work are introduced, the Union will be informed and existing bargaining unit employees will have the first opportunity to receive reasonable training to perform such work.

8.03 In determining the selection of the successful applicant to a job posting, the following factors shall be considered:

- a) skill, ability and qualifications;
- b) length of continuous service

The requirements in factor a) shall govern subject to the provisions of 8.02 b), and only where these requirements in factor (a) are relatively equal between candidates will factor b) govern.

- 8.04
- (a) An employee who successfully bids for a job posting shall not be eligible to bid on another job posting which would constitute a lateral transfer within a period of one (1) year from his/her successful bid. The term "lateral" as described herein shall mean jobs the same hours of work. It is further understood that an employee who successfully bids for a job posting shall not be eligible to bid on a job posting for the position held immediately prior to the new position for a period of one year from the successful bid with the exception of the **following**: should an assistant custodian wish to reapply to their previous school after the first posting, the application will only be considered if no other permanent assistant custodian applied for that position.
 - (b) This condition will apply to an employee who **has** been assigned to a temporary job posting insofar as such employee will not be eligible to bid on

another temporary job posting having the same hours during the term that they are in the position. The opening created by such vacancy will not be deemed as a vacancy by this article and will be filled by the Board.

- 8.05
- a) Successful applicants will be notified within ten (10) working days following the closing date of the posting. They will be assigned to their new **jobs** and shall be paid the corresponding rate of pay effective from their first day of assignment in the job.
 - b) Appointments to job postings shall be made within ten (10) working days of postings. The Union shall be informed of the names of applicants to job postings, in writing, sent to the Administrator or his/her alternate, along with notice of appointment.
 - c) A successful applicant who, after notification, subsequently becomes unable to assume the regular position on the intended date of appointment, shall retain the regular position until able to resume the regular duties, if such period of illness or disability is not expected to exceed three (3) months.
- 8.06
- Vacancies shall include a promotion, retirement, transfer, demotion, unpaid leave of absence for more than one (1) year, or modified work reassignment for more than one (1) year. A promotion shall be defined as a move from a lower paying position to a higher paying position. A transfer shall be defined as a move from one position to another where both positions have the same wage rate. A demotion shall be defined as a move from a higher paying position to a lower paying position.
- 8.07
- Any vacancies or new positions for a period in excess of twenty-five (25) days will be posted.
- 8.08
- (a) A vacancy shall not be deemed to exist where the job opening results from an employee's illness, injury or leave of absence. These vacancies will be filled by the Board in the manner outlined in Article 8.08 b or at the discretion of the Board from the assignment of a casual employee.
 - (b) i) In cases where a vacancy occurs from an employee's illness, injury or leave of absence and such vacancy is known to last more than twenty-five (25) days, or if a vacancy continues beyond twenty-five (25) days, then the Board shall post the vacancy on a temporary basis.
 - ii) The subsequent temporary vacancy created as a result of this initial posting shall be deemed as a vacancy for the purpose of this Article. Any further subsequent temporary vacancy shall not be deemed as a vacancy for the purpose of this article.
 - (c) In cases of a temporary vacancy involving a day Assistant custodian in a secondary school, the night Assistant custodian in order of seniority at the site, would be asked to work the day schedule. The night Assistant custodian has the right to decline the day schedule.

- d) In the event that the night Assistant custodian(s) at the site declines the assignment, the position will be posted.
- 8.09
- a) When an employee is being considered for transfer due to disciplinary reasons, the supervisor shall consult with the employee and the Union before making the transfer.
 - b) A vacancy created by a disciplinary action, transfer, suspension, or discharge initiated by the Board, which becomes subject to a formal grievance as provided for under the terms of this agreement, shall be treated and posted as a temporary vacancy, until the grievance has been determined under the procedures provided.
- 8.10 Any temporary vacancy where the absence continues for a period of twelve (12) months, the position at that location shall cease to be considered temporary and the position shall be posted and filled on a regular basis pursuant to the provisions of this Article.
- 8.11 Employees can submit their application for a posted vacancy either by fax or by the mailing to the Human Resources Department.
- 8.12 Regular night assistant custodians in facilities which continue to require evening shifts during the summer months of July and August, as determined by the Board, where feasible will be given an opportunity of being assigned to day shift hours in other locations when and where necessary as assigned by the **Manager(s), Custodial Services**. Each of the regular night assistant custodians mentioned above **shall** be asked to indicate which option they prefer prior to the summer schedule commencing each year.
- 8.13 During the March break, Christmas break and summer break, assistant custodians in facilities as determined by the Board will be assigned to day shift hours.
- 8.14 Employees may request consideration to be transferred from their present position to a position of spare assistant custodian and will be paid the hourly rate of the spare assistant custodian. The vacancy created by this voluntary transfer will be posted in accordance with Article 8. The employee who has chosen a voluntary transfer may at any time apply for a posted position within the bargaining unit.
- 8.15 If a school loses assistant custodian hours and more than one assistant custodian is working at the site, the surplus hours will be reduced equally for all the Assistant custodians at the site.
- 8.16 If an assistant custodian loses two (2) or more hours due to a surplus situation, the assistant custodian will be placed on the top of the overtime list as first priority to make-up the lost hours.

ARTICLE 9 - UNION REPRESENTATION

- 9.01 The Union will elect from the bargaining unit up to a maximum of seven (7) Union Stewards. The Union shall submit to the Board, in writing, the name(s) of such steward(s).
- In the event of layoff, Union Stewards shall, in their specific job classification, be the employees retained the longest.
- 9.02 The Union Steward shall perform the required duties of an employee of the Board. Union business shall not be conducted during regular working hours without the express permission from their immediate supervisor or designate. The Board acknowledges that such permission will not be unreasonably withheld.
- 9.03 The Board recognizes that a Union Steward who is required to participate in the processing of grievances with Management approval during their normal working hours shall not suffer any loss of pay.
- 9.04
- i) Prior to imposing a formal disciplinary transfer, a written reprimand, suspension or discharge on an employee, the Board will advise the employee that he/she may have a Steward present if he/she so desires.
 - ii) The Board will consult with a Union Representative before discharging a bargaining unit member.
- 9.05 The Business Agent for the Union shall be granted reasonable access to employees, but in no case shall these visits interfere with the required duties of an employee. When required to visit a location, the Business Agent shall advise the Site Manager in advance of his/her visit.
- 9.06 The Board may grant a leave of absence without pay to employees selected or appointed by the Union for the purpose of attending Union conventions, schools and seminars. Requests for such leave of absence must be made, in writing, at least two (2) weeks in advance of the leave. A leave in excess of two consecutive weeks, the benefit premiums will be paid by the Union
- 9.07 When the Board establishes a committee and requests the participation and contribution from the Assistant custodian employees, the Union will be contacted and requested to facilitate the identification of a representative(s).

ARTICLE 10 - BENEFITS

- 10.01
- a) Commencing **January 1, 2006** the Board will contribute 95% towards the cost of the monthly premiums in effect at **September 1, 2005** for the Great-West Life Health Services Semi-Private Plan for eligible employees who elect to participate in the plan.
 - b) Commencing **September 1, 2006** the Board will contribute 95% towards the cost

of the monthly premiums in effect at **September 1, 2006** or the Great-West Life Health Services Semi-private Care Plan for eligible employees who elect to participate in the plan.

- c) Commencing **September 1, 2007** the Board will contribute 95% towards the cost of the monthly premiums in effect at **September 1, 2007** for the Great-West Life Health Services Semi-private Care Plan for eligible employees who elect to participate in the plan.
- d) Commencing **September 1, 2008** the Board will contribute 95% towards the cost of the monthly premiums in effect at **September 1, 2008** for the Great-West Life Health Services Semi-private Care Plan for eligible employees who elect to participate in the plan.

10.02

- a) Commencing **January 1, 2006** the Board will contribute 100% towards the cost of the premiums in effect on **September 1, 2005** for the Great-West Life Medi-Pak Plan for eligible employees who elect to participate in the plan. There shall be a \$25.00 annual deductible amount before benefits can be claimed.
- b) Commencing **September 1, 2006** the Board will contribute 100% towards the cost of the premiums in effect on **September 1, 2006** for the Great-West Life Medi-Pak Plan for eligible employees who elect to participate in the plan. There shall be a \$25.00 annual deductible amount before benefits can be claimed.
- c) Commencing **September 1, 2007** the Board will contribute 100% towards the cost of the premiums in effect on **September 1, 2007** for the Great-West Life Medi-Pak Plan for eligible employees who elect to participate in the plan. There shall be a \$25.00 annual deductible amount before benefits can be claimed.
- d) Commencing **September 1, 2008** the Board will contribute 100% towards the cost of the premiums in effect on **September 1, 2008** for the Great-West Life Medi-Pak Plan for eligible employees who elect to participate in the plan. There shall be a \$25.00 annual deductible amount before benefits can be claimed.
- e) **Commencing September 1, 2007, the annual maximum reimbursement-limit for paramedical services, shall be increased from \$200 to \$350.**

10.03

- a) Commencing **January 1, 2006** the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2005** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any **two** consecutive year period) for eligible employees who elect to participate in the plan.
- b) Commencing **September 1, 2006** the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2006** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 any **two** consecutive year period) for eligible employees who elect to participate in the plan.

- c) Commencing **September 1, 2007** the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2007** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive year period) for eligible employees who elect to participate in the plan.
 - d) Commencing **September 1, 2008** the Board will contribute 50% towards the cost of the monthly premiums in effect on **September 1, 2008** for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$225 in any two consecutive year period) for eligible employees who elect to participate in the plan.
- 10.04
- a) Commencing **January 1, 2006** the Board will contribute 80% towards the cost of the monthly premiums in effect on **September 1, 2005** for the Great-West Life Dental Plan (H1963 - Dental Services) for eligible employees who elect to participate in the plan as amended at January 1, 1986.
 - b) Commencing **September 1, 2006** the Board will contribute 80% towards the cost of the monthly premiums in effect on **September 1, 2006** for the Great-West Life Dental Plan (H1963 - Dental Services) for eligible employees who elect to participate in the plan as amended at January 1, 1986.
 - c) Commencing **September 1, 2007** the Board will contribute 80% towards the cost of the monthly premiums in effect on **September 1, 2007** for the Great-West Life Dental Plan (H1963 - Dental Services) for eligible employees who elect to participate in the plan as amended at January 1, 1986.
 - d) Commencing **September 1, 2008** the Board will contribute 80% towards the cost of the monthly premiums in effect on **September 1, 2008** for the Great-West Life Dental Plan (H1963 - Dental Services) for eligible employees who elect to participate in the plan as amended at January 1, 1986.
- 10.05
- a)
 - i) Commencing **January 1, 2006** the Board will contribute 95% towards the cost of the monthly premiums in effect on **September 1, 2005** for the Great-West Life Group Life Insurance Plan for eligible employees who elect to participate in the plan.
 - ii) Commencing **September 1, 2006** the Board will contribute 95% towards the cost of the monthly premiums in effect on **September 1, 2006** for the Great-West Life Group Life Insurance Plan for eligible employees who elect to participate in the plan.
 - iii) Commencing **September 1, 2007** the Board will contribute 95% towards the cost of the monthly premiums in effect on **September 1, 2007** for the Great-West Life Group Life Insurance Plan for eligible employees who elect to participate in the plan.

- iv) Commencing **September 1, 2008** the Board will contribute 95% towards the cost of the monthly premiums in effect on **September 1, 2008** for the Great-West Life Group Life Insurance Plan for eligible employees who elect to participate in the plan.
 - v) Commencing January 1, 2005, eligible assistant custodial staff employees may elect to apply for the following amount of term life insurance coverage: \$80,000.
- b) The Board shall make available the OPTIONAL GROUP LIFE INSURANCE in addition to the basic group insurance plan spelled out in Article 10.05 (a) to all eligible employees who elect to participate on the following basis:
- i) Optional life insurance shall be available in multiples of \$10,000 up to a maximum of \$100,000.
 - ii) All premiums for the optional life insurance are to be paid 100% by the employee.
 - iii) That the necessary employee participation determined by the carrier is obtained.
 - iv) Eligibility to participate in the plan is to be determined by the carrier.
- 10.06 The Board shall be enrolled in the Ontario Municipal Employees' Retirement System. The Board shall match the contribution from each employee who is enrolled in the system in accordance with the governing legislation for the basic plan.
- 10.07 The Board's sole obligation under the provisions of employee benefits as detailed above, shall be to pay the applicable employer's portion of the premium.
- 10.08 The Board may at any time substitute another carrier, provided that the benefits conferred thereby are not in total decreased and prior consultation has taken place with the Union.
- 10.09 (a) (i) Employees who have retired from the Board may arrange continuation of Fringe Benefits, until age 65, for which they are eligible according to the terms of the insurance policy.
- (ii) **The provision of any fringe benefits is subject to eligibility in accordance with the benefit plans or contracts, including that as contemplated and permitted by ss.25(2.1). (2.2) or (2.3) of the Human Rights Code employees 65 years of age or older may not be eligible for coverage.**
- (b) The retired employee shall be allowed to carry \$50, 000 term life insurance up to age 65.

(c) The employee will be responsible for the total cost of the applicable premiums for which he/she is eligible and elects to participate in.

(d) Effective from ratification of this agreement, casual employees who have completed six (6) months of employment with the Board, shall be eligible to participate in the following benefit programs:

- 1) Semi-Private Hospital
- 2) Medi-Pak (Drug)
- 3) Vision Care
- 4) Dental

The casual employee will be responsible for the total cost of the applicable premiums for all benefit plans for which he/she is eligible and elects to participate in.

10.10 Employees on leave without pay may elect to maintain their participation in any or all of the above insurance plans by making arrangements 30 days prior to the commencement of the leave to pay the Board the full cost of the applicable premiums. This is subject to the insurance plan as established by the carrier.

10.11 The Board will supply rubber gloves, where required, for the use of all assistant custodians. Gloves will only be replaced on the return of the old pair of gloves.

ARTICLE 11 - PAID HOLIDAYS

11.01 The following days are to be designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	December 26
Canada Day	The day before Christmas Day
Civic Holiday	The day before New Year's Day
One Floater Holiday	

The floater holiday identified above shall be designated each year at the discretion of the Board.

11.02 In order to qualify for paid holiday, the assistant custodian must work her/his scheduled shift immediately preceding and following the paid holiday or be on authorized vacation during the period or be on approved paid sick leave.

11.03 Each assistant custodian who qualifies for holiday pay shall receive payment equal to their regular daily earnings for each designated paid holiday.

11.04 In the event a recognized holiday referred to in this agreement falls within an employee's vacation period, the employee will receive his/her choice of an additional

day off with pay either at the commencement or end of his/her designated vacation.

11.05 If an employee is requested to work on any of the statutory holidays, he/she will receive double (2) his/her current hourly rate for each hour worked and in addition to his/her statutory holiday pay.

ARTICLE 12 - VACATIONS

- 12.01
- a) The Board will schedule vacations according to its needs. All vacations must have prior approval of the employee's immediate supervisor and must then be approved by the Controller of Plant. The anniversary date for calculating vacation entitlement is January 1st.
 - b) Vacation schedules for assistant custodians working a 12 month year shall be determined in the following manner:
 - i) The Board will distribute Vacation Schedule Request Forms no later than October 15.
 - ii) Employees will submit their vacation requests to the Board by November 25.
 - iii) Vacation schedules as determined by the Board will be allocated on a seniority basis and will be based on the completed vacation requests submitted by the employees to the Board by November 25.
 - iv) Vacation schedules will be sent out by the Board by December 15.

Employees are encouraged to request vacations during the periods when school is not in session, i.e. July and August, Christmas and the March Break.
 - v) An employee who becomes sick or injured during a scheduled vacation period will not have the time of sickness or injury counted as sick leave during the scheduled vacation. No compensating vacation time will be allowed for such occurrences. An exception shall be granted only in cases of hospitalization with written confirmation provided.
 - vi) **In the event an employee is hospitalized due to injury/illness within 48 hours prior to their scheduled commencement of vacation, he/she will be eligible to request the vacation period to be rescheduled at a later date, as mutually agreed upon by the employee and their Manager/Supervisor. Written confirmation of hospitalization will be required to support the request to reschedule.**
 - c) Every consideration will be given to those employees who wish to take trips outside the province of Ontario at times other than the summer vacation

period, provided a written application is received prior to March 1st of that year.

d) Employees may carry a maximum of two weeks vacation into the following year provided that:

- i) application is made by November 25;
- ii) no more than two **(2)** employees are carrying vacations at any time;
- iii) it is understood that the purpose and intent of this provision of vacation carryover as outlined in this Article 12.01 must be applied only to extend the existing full vacation entitlement as provided in the requested carryover year.

Notwithstanding the application of this Article, the normal practice should remain that vacations must be taken during the calendar year in which the vacation is earned.

12.02 Vacation entitlement for assistant custodial staff working a 12-month year shall be as follows:

- Less than one years' experience: one day per completed month of employment to a maximum of two weeks vacation with pay
- After one (1) completed year of consecutive service with this Board: two (2) weeks vacation with pay.
- After four **(4)** completed years of consecutive service with this Board: three (3) weeks vacation with pay.
- After eight (8) completed years of consecutive service with this Board: four **(4)** weeks vacation with pay.
- After fifteen (15) completed years of consecutive service with this Board: five (5) weeks vacation with pay.
- After twenty-three (23) completed years of consecutive service with this Board: six **(6)** weeks vacation with pay.
- After twenty-seven (27) years of consecutive service with this Board: seven (7) weeks vacation with pay.

12.03 Vacation pay for assistant custodial staff working a 10.5 month year will be made at the following rates and will be paid on the basis of a percentage of gross earnings, and paid in each payroll period:

- During the first year and after completion of one year: 4% of gross earnings.
- After four **(4)** completed years of consecutive service with this Board: 6% of gross earnings.

- After eight (8) completed years of consecutive service with this Board: 8% of gross earnings.
- After fifteen (15) completed years of consecutive service with this Board: 10% of gross earnings.
- After twenty-three (23) completed years of consecutive service with this Board: 12% of gross earnings.
- After twenty-seven (27) years of consecutive service with this Board: 14% of gross earnings.

12.04 Effective January 1, 1995 casual employees as defined in this agreement shall be credited with their cumulative equivalent years of service as a casual employee for vacation entitlement purposes, at the time of appointment to a regular position within the bargaining unit. (i.e. every 225 days of work will equate to one **(1)** year of service for vacation entitlement).

12.05 Assistant custodial staff working a twelve (12) month year with twenty-five (25) or more years of service **or age 55 or more** may bank a maximum of two (2) weeks vacation annually, to a maximum of ten (10) weeks, to be taken immediately prior to retirement in addition to the regular vacation entitlement for the year in which the employee is scheduled to retire.

ARTICLE 13 - SICK LEAVE PLAN

13.01 The following provision outlines the sick leave protection plan for Assistant custodians of the Hamilton-Wentworth Catholic District School Board. This plan is to provide protection against personal illness only. It is not an automatic entitlement to time off. The Board expects each employee to be in attendance at his or her duties each workday.

(a)(i) Commencing January 1, 1999, Assistant custodians will be credited with two (2) day's sick leave per completed month worked in a calendar year to a maximum of twenty (20) days per year. Assistant custodians who work a twelve-month year will be credited with two (2) day's sick leave per completed month worked and may accumulate up to a maximum of twenty-four (24) days in a year.

Ten-month employees, who have completed the two-week work period in July, will be credited with one **(1)** additional day's sick leave.

(ii) Each employee shall be credited with an annual sick leave allowance equal to his/her eligibility at January 1 in all cases other than the following, wherein a pro-rata based on completed months worked will apply:

- - An employee resigns from his/her employment with the Board;

2. Retires;
3. On unpaid leave of absence -with the exception of statutory Pregnancy and Parental Leave;
4. On sick leave absences for periods beyond 12 months;
5. On WSIB absences for periods beyond 12 months;
6. An employee has exhausted his/her paid sick leave credits balance as at December 31 of the immediately preceding calendar year.

- (b) For each day of sick leave credit used for personal illness, the assistant custodian shall receive wages equal to her/his regular daily wages for the day of absence.
- (c) Commencing as of January 1, 1999, the unused sick leave credit from each year will be accumulated by each assistant custodian to a maximum of two hundred sixty (260) days. Each employee shall receive an updated statement prior to January 30th of the following year.
- (d) For each absence for reasons of personal illness (including visits to doctors, hospitals or for specialist appointments) deductions will be made from the current year's sick leave credit. When the current year's credit is exhausted, any sick leave accumulation from previous years will be used.
- (e) When all sick leave credits have been used, the Board will cease to pay the employee. An employee may then request the vacation pay allotment he/she is entitled to for the days worked. The employee may then claim E.I. benefits.
- (f) **In compliance with the Regulations and the Board's continued eligibility for the E.I. Premium Reduction Program, a minimum of one (1) day per month (12 days per year) sick leave credit as outlined in Article 13.10 (b) above, shall be reserved solely for personal illness and other statutory leave provisions.**

13.02 Absences from work, which are covered by the Workplace Safety and Insurance Act, will be dealt with as at present. The Board will cease to pay the employee who will receive payment directly from the Workplace Safety Insurance Board during the absence. No deduction from sick leave credit will be made for absences on Workplace Safety Insurance benefits.

13.03 The Board reserves the right that a medical certificate may be requested by the employee's supervisor for any absence of any duration for personal illness for the purposes of determining entitlement to sick leave plan benefits.

13.04 An employee will be required to participate in a Modified Work Program as per the

ARTICLE 14 - COMPASSIONATE LEAVE

- 14.01 (a) An employee shall be entitled to a leave of absence without loss of pay and no deduction of sick leave credits up to a maximum of five (5) working days within seven consecutive calendar days when grieving a death in the immediate family.
- (b) The immediate family shall be defined as spouse, son, daughter, father, mother, sister or brother, grandchild and any person who stands in loco parentis.
- 14.02 An employee shall be granted a leave of absence without loss of pay and no deduction of sick leave credits up to a maximum of three (3) working days when grieving a death of a mother-in-law, father-in-law, brother-in-law, son-in-law, daughter-in-law, sister-in-law, or grandparent.
- 14.03 A leave of absence of a full or partial day without loss of pay may be granted by the Administrator of Human Resources or delegate when grieving a death of a person other than those persons named in 14.01 or 14.02. This permission will not be unreasonably denied.
- 14.04 Under unusual circumstances, leave for compassionate reasons may be granted without loss of pay and benefits by the Administrator of Human Resources or delegate. Such a leave shall be deducted from the employee's sick leave. **The discretion and consideration of requests for compassionate leave shall continue to be provided in compliance with the requirements of the Employment Insurance Regulations.**
- 14.05 Requests for such a leave must be submitted to the Administrator of Human Resources, for approval at least one (1) day in advance, if possible.
- 14.06 In the event of the death of a member of an employee's immediate family as defined in A14.01 b)" occurring while on scheduled vacation, the compassionate leave provision of A14.01 a)" will prevail and the vacation will be rescheduled.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 (a) Each employee shall be allowed leave of absence without loss of pay or benefits when required for the purpose of jury duty or when summoned in any proceedings to which he is not a party or one of the persons charged.
- (b) The employee shall turn over to the Board the jury or witness fees received less reasonable expenses for parking and meal.
- 15.02 (a) The Board may grant leave of absence without pay for personal legitimate reasons that the Board deems acceptable. The period of absence, if granted,

will be determined by the Administrator of Human Resources in view of the nature of the request. Such request will not be unreasonably denied.

- (b) All other requests for leaves of absence must be filed in writing with the Administrator of Human Resources at least one month before the requested leave except in emergency.
- (c) An allowance of two day(s) per calendar year, deductible from sick leave credit, may be made for reasons for urgent personal business. The approval of the Administrator of Human Resources or his/her designate for such an absence must be obtained. The granting of the day must not be considered to be an automatic right.

15.03 Replies to such requests will be answered within ten (10) working days except in emergency.

15.04 The employee granted a leave of absence may elect to maintain their participation in any or all of the insurance plans defined in Article 10 by making arrangements 30 calendar days before the commencement of the leave to pay the Board the full cost of the applicable premiums. This is subject to the eligibility requirements of the insurance plans as established by the carrier.

This provision shall not apply to leaves of absence of 30 calendar days or less duration.

15.05 A male employee shall be permitted absence for a period of up to a maximum of five (5) days for the occasion of the birth or adoption of their child. Such leave shall be deducted from the employee's sick leave account.

15.06 (a) Pregnancy/Parental leave and Emergency Family Medical Unpaid leave shall be granted in accordance with the terms set out in the Employment Standards Act of Ontario as amended from time to time.

(b) Upon expiration of the pregnancy and/or parental/**Emergency** Family Medical Unpaid leave, the employee shall return to the position most recently held with the Board, if it still exists, or to a comparable position.

15.07 At the discretion of the Board, an employee may be granted an Education Leave of Absence without pay or benefits for up to one year. A written application for leave shall be made to the Administrator of Human Resources at least four (4) months prior to the proposed commencement of the leave. For employees employed in the schools, it is preferable that any leave granted commence at the beginning of and terminate at the end of a school term. Such leave will not be unreasonably denied.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.01 It is expressly understood and agreed that the provisions of this Article 16 shall not be construed to be a guarantee or a limitation of the hours of work per day or per week or otherwise nor as a guarantee of working schedules.
- 16.02 (a) The regular work day for the day assistant custodian assigned at each of Bishop Ryan, Bishop Tonnos, Cardinal Newman, Cathedral, St. Jean de Brebeuf, St. Thomas More and St. Mary's Secondary Schools is five (5) hours per day, twenty-five (25) hours per week.
- (b) The regular workday for assistant custodians at all schools and buildings is a minimum of four (4) hours per day, twenty (20) hours per week.
- 16.03 (a) The regular schedule of hours worked for assistant custodians is as follows:
- i) For the day assistant custodian assigned at Secondary Schools, their schedule of hours is either
- 10:00 a.m. to 3:00 p.m.
or
11:00 a.m. to 4:00 p.m.
- (included is a 20 minute paid lunch period)
- ii) For all other assistant custodians assigned in schools and Board buildings, where the normal scheduled hours of work are four (4) or five (5) hours per day (included is a 15 minute paid rest period).
- iii) For all assistant custodians assigned in schools and Board buildings, where the normal scheduled hours of work are six (6) or seven (7) hours per day (included is a 15 minute rest period and a 20 minute paid lunch).
- iv) For all assistant custodians assigned in schools and Board buildings, where the normal scheduled hours of work are eight (8) hours per day (included are two 15 minute rest periods and a 30 minute paid lunch).
- b) The earliest starting time will be 3 p.m. and the latest starting time will be 4 p.m. However, by mutual agreement the starting time may be prior to 3 p.m. for all employees at that particular site.
- 16.04 a) All employees shall work overtime when required, provided that the Board gives reasonable notice of such requirement. Consideration will be given to exempt employees in individual circumstances when inability to work overtime can be demonstrated.
- b) When the Board decides to replace some or all of the hours of an absent

assistant custodian on an overtime basis, the following will apply:

- i) The work will be offered to an assistant custodian at the worksite. If there is more than one assistant custodian at the worksite, they will be asked in order of seniority with the work to be shared equally by those accepting to work overtime.
- ii) Offered to assistant custodians on the posted overtime list called on a rotating basis by seniority.
- iii) Offered to the casual assistant custodian.
- iv) Offered to custodian(s) at the site, then to custodian(s) on the overtime list.

c) **All** overtime will be worked only by members of LIUNA, Local 837 working for the Board.

16.05

- a) Overtime at the rate of time and one-half (**1.5 x**) the employee's regular base hourly rate of pay will be paid for authorized work performed in excess of 8 hours per day and 40 hours per week.
- b) Overtime at the rate of time and one-half (**1.5 x**) the employee's regular base hourly rate of pay will be paid for authorized work performed on the weekend.
- c) Overtime at the rate of two (2) times the employees regular base hourly rate of pay, will be paid for authorized worked performed on Sunday in excess of 40 hours within the week.
- d) The Board agrees that **Special Events** and unclaimed overtime will be distributed equitably to all employees who are classified to perform such work on a rotating seniority basis (longest employed to least employed) as follows:
 - 1. A posting will be put out for all **Special Events** from January 1st to December 31st each year.
 - 2. **All Staff** who apply will be placed on the **Special Events** overtime list. Any staff may apply to be placed on the **Special Events Overtime list** at any time with the understanding that any hours already worked by the other applicants will be deemed to have been worked by the new applicant(s).
 - 3. As **special events** occur, **Plant Department** will call the number of people needed for a particular event in order of seniority.
 - 4. A total hours worked list will be kept for each event until the end of December.

5. After the 1st event, the next set of employees will be called and so forth for each event until everyone on the list has had an opportunity to work. Once the list has been exhausted, then the calls are made again from the top of the list in an attempt to make all overtime hours as equitable as possible. In the event during the second time around the list, a senior employee has worked more overtime than a junior one, they will be jumped to allow for equitable distribution.
6. In the event that an employee is called and they deny the overtime, the denial will be considered as time worked.
7. Managers, Custodial Services will notify the next set of employees of a known special event within one week prior to the overtime date in order that the employee can make the necessary arrangements to make themselves available for the overtime.
8. Following a Special Events overtime, a list of employees who worked or were deemed to have worked will be sent to the Union within ten (10) working days. The list will indicate the hours each employee worked or was deemed to have worked.
9. Any employee who is unable to work the Special Events overtime due to illness or due to regular home school overtime will not have the hours counted as refusal.

- 16.06
- a) An assistant custodian performing his/her work in a school or building should be given the opportunity to perform the extra hours and potential overtime available in that school or building, on a given day.
 - b) Employees required to work overtime in a consecutive shift following an eight hour shift, will be entitled to a supper allowance of \$12.00, if they are required to work three (3) or more uninterrupted hours of overtime.

16.07 The Board agrees that where additional hours and potential overtime is required due to a special event (i.e. school opening), the work will be distributed equitably to employees who normally perform the work on a rotating seniority basis.

16.08 Employees who have reached the normal retirement age of 65 years, shall be allowed to work only to the end of the March Break, Christmas Break, or Summer Break, whichever occurs first.

- 16.09
- (a) (i) Commencing September 1, 2004, an employee traveling on authorized Board business will receive thirty-six (36) cents per kilometre while using his/her own automobile.
 - (ii) Effective March 1, 2006, an employee traveling on authorized Board

business will receive reimbursement for actual mileage (kilometres) at the current Board approved rate as amended from time to time. Current effective rate is **39¢/kilometre**.

- b) When requested by the Board, the Board will pay the mileage traveled by the employee from his/her home school to the Board Office and back to his/her home school to obtain the keys to the assigned Board site.

16.10

- i) Secondary Summer School sites will have assigned one (1) assistant custodian at six hours per day. The assignment of assistant custodian will be from the secondary summer school site in order of Board-wide seniority. If the position cannot be filled by an assistant custodian at the site, the position will be posted.
- ii) For the secondary summer school sites where the full complement of assistant custodians do not return on recall in mid-August, the shortage of hours will be made up to a maximum of **80** hours.

ARTICLE 17 -WAGES

17.01

- a) The wage rate schedule for the period of January **■ 2006** to December **31, 2008**:

<u>Classification</u>	<u>Hourly rate Jan.0 ■06</u>	<u>Hourly rate Jan.01/07</u>	<u>Hourly rate Jan.01/08</u>	<u>Hourly rate Aug.31/08</u>
Assistant Custodian I	\$17.32	17.75	18.28	18.41
Assistant Custodian II	\$17.58	18.02	18.56	18.69
Casual Assistant Custodian	\$15.66	16.05	16.53	16.65

Assistant Custodian I is defined as an assistant custodian where there are other assistant custodians and/or custodians posted to the location.

Assistant Custodian II is defined as an assistant custodian where there are no other assistant custodians and/or night custodians posted to the location.

- b) In the assignment and responsibility of Assistant custodians by the Board, the parties recognize an assignment of up to 25% (twenty-five percent) of their duties on wet mopping.

17.02

Effective January **■ 2006**, the Board shall pay a shift premium of forty **(40)** cents for all hours worked on shifts where the bulk of the hours worked are between 3:30 p.m.

and 11:30 p.m.

ARTICLE 18 - STRIKES & LOCKOUTS

18.01 The Union, during the term of this Agreement, shall not cause picketing, strikes or slowdowns which will interfere with the regular schedule of work of the employees of the employer, and the employer, during the term of this Agreement, shall not conduct a lockout of its employees.

ARTICLE 19 - DURATION AND RENEWAL

19.01 This agreement shall have effect from January 1, **2006** and continue in force until December 31, **2008**. It shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to negotiate a renewal of this agreement.

19.02 When and if Notice of Amendment or renewal is given by either party in accordance with Article 19.01 above, the parties agree to meet for the purpose of negotiations within twenty (20) days following the receipt of such notification or such further period of time as may be agreed upon by the parties.

19.03 The Board will print and provide a copy of the collective agreement, in a bound 8 by 11 inch booklet to the employees within ninety (90) days of ratification.

ARTICLE 20 - AMENDMENTS

20.01 No amendment, addition or deletion to the provisions of this Agreement will be valid unless both parties agree to the same.

20.02 New classification(s) which are created during the term of this agreement, will be subject to discussions between the Board and the Union and a supplementary agreement covering such new classification(s) will be signed by both parties.

ARTICLE 21 - WAGE NEGOTIATIONS

21.01 A negotiation committee representing the Union shall meet during the prescribed periods with the Board's Committee to negotiate salaries and fringe benefits.

21.02 On days when regularly scheduled meetings between the Board and the Union are held during the normal business hours of the Board, members of the Union Committee will be allowed to leave their jobs one hour prior to the time of the scheduled meeting.

ARTICLE 22 - MISCELLANEOUS

22.01 All appendices and Letters of Understanding attached to this Agreement form part of this Collective Agreement.

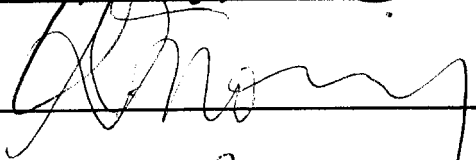
IN WITNESS whereof the Board and the Union have executed this Agreement as signed in their respective names by their duly authorized representative as of this ____ day of _____, 2006 at Hamilton, Ontario.

FOR THE BOARD













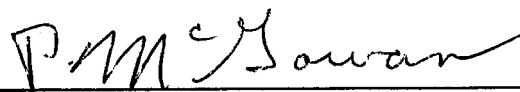


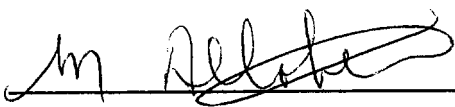


FOR THE UNION













LETTER OF UNDERSTANDING - #1

This letter will confirm the practice of the **Hamilton-Wentworth** Catholic District School Board regarding payment of wages for employees, members of **LIUNA** Local **837**, involved in negotiation meetings. Employees have been paid their regular straight time daily wages for those days involved in scheduled negotiation meetings between the Union and the Board. Further, the parties have agreed to conduct negotiation meetings off premises with the costs of the main meeting room being shared equally between the parties.

LETTER OF UNDERSTANDING - #2

Criminal Records Check

The information collected through the Ontario Education Services Corporation (**O.E.S.C.**) shall be maintained in strict confidence and in a separate secure area for storage in the Human Resources Department.

The employee's annual Offence Declaration shall be held and stored under the same parameters and conditions as the **O.E.S.C.** information.

LETTER OF UNDERSTANDING - #3

Policy Against Discrimination & Harassment in the **Workplace/School**

The Board and the Union recognize that every employee has a right to freedom from discrimination and harassment as per the Board's "Policy Against Discrimination and Harassment in the **Workplace/School**" (November 2004).

It is understood that any complaint of discrimination or harassment shall be dealt with in accordance with the Board's "Policy Against Discrimination & Harassment in the **Workplace/School**" as amended from time to time in collaboration with employees including representatives of **LIUNA**.

LETTER OF UNDERSTANDING - #4

A joint Committee re Staffing will be comprised of **3** Assistant Custodians, **3** Custodians and **1** representative from **LIUNA**. There will be up to **7** representatives from the Board. The Committee will review the staffing guidelines **annually**.

LETTER OF UNDERSTANDING - #5

SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB) PLAN FOR
HAMILTON-WENTWORTH CATHOLIC DISTRICT SCHOOL BOARD

1. The purpose of this Plan is to supplement the employment insurance benefits received by the employee for temporary unemployment caused by pregnancy or parental leaves effective from the date of the Plan is approved and registered by Employment and Immigration Canada, with application to be submitted upon ratification of this agreement. Payment made under this Plan must be financed by the Board and the Board shall maintain separate accounts of such payments in accordance with the Regulations.
2. This Plan covers employees of the Board who are members of the Union.
3. The following conditions and requirements by the Board and applicable E.I. Regulations will govern the receipt or non-receipt of SEB Benefits:
 - a) An employee must be eligible to receive pregnancy or adoption benefits from E.I.C.
 - b) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period.
 - c) Employees must apply for employment insurance benefits before SEB becomes payable.
 - d) Employees disentitled or disqualified from receiving E.I.C. benefits are not eligible for S.E.B.
 - e) Employees have no vested right to payments made under the Plan except to payments during a period of unemployment specified in the Plan.
 - f) The maximum entitlement under this Plan to payments during a period of unemployment shall be limited to the two-week waiting period under E.I. Regulations.
 - g) The benefit level paid under this Plan is set at a weekly rate equal to the percentage of the employee's weekly insurable earnings payable under E.I. regulations. It is understood that, in any week, the total amount of SEB, unemployment insurance gross benefits and any other earnings received by employees will not exceed 95% of the employee's normal weekly earnings. As further clarification, the weekly supplementary benefit for the two (2) week waiting period shall be equal to the weekly benefit received by the Employee under E.I.
4. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan in accordance with the Regulations.

LETTER OF UNDERSTANDING - #6

This Letter of Understanding shall confirm the agreement between the Board and the Union for the regular seniority employees who are members of this bargaining unit. During the term of this collective agreement, concluding December **31, 2008**, the Board shall guarantee no layoffs.

LETTER OF UNDERSTANDING - #7

The Government of Ontario – Ministry of Education has indicated that it may provide additional funding of up to **0.5%** above the provincial framework base **salary/wage** adjustments provided for the **2006-07** and **2007-08** school years as follows:

1. If the province's tax revenues in the **2005-2006** fiscal year are at least **1%** higher than predicted in the **2004** provincial budget and the annual rate of inflation as measured by the Ontario **CPI** during the **2005-06** school year, measured at August **2006** is higher than **2.5%**, then the **2.5%** wage increase for January **1, 2007**, will be increased to match the rate of inflation to a maximum of an additional **0.5%** and,
2. if the province's tax revenues in the **2006-07** fiscal year are at least **1%** higher than predicted in the **2004** provincial budget and the annual rate of inflation as measured by the Ontario **CPI** during the **2006-07** school year measured at August **2007**, is higher than **3.0%**, then the **3%** wage increase for January **1, 2008**, will be increased to match the rate of inflation up to a maximum of an additional **0.5%**.

LETTER OF UNDERSTANDING - #8

This letter shall confirm the understanding reached during negotiations regarding the determination and allocation of assistant custodian staff levels during the term of this collective agreement.

The parties acknowledge the current staff complement of **104.5 FTE** assistant custodial positions. When and if the Board gives direction which may influence and cause an increase or a decrease of the staffing complement, the matter shall be presented to the staffing committee for implementation.

LETTER OF UNDERSTANDING - #9

This letter shall confirm the understanding reached during negotiations that the Board shall utilize casual assistant custodians for temporary vacancies as deemed appropriate by the Board. A minimum of ten casual assistant custodians will be maintained.

LETTER OF UNDERSTANDING - #10

This letter shall confirm the mutual understanding and agreement reached during negotiations regarding the application of the shift premium provision of Article 17.02. It is agreed that a regular full time employee while on his/her scheduled vacation and during the Christmas break shall for the purposes of vacation pay calculation be deemed to have the applicable shift premium included in the effective hourly rate.

Memorandum of Agreement I

It is the Board's and the Union's objective to facilitate the transfer of those Assistant Custodians who wish to move to Custodian positions. In the knowledge that there will be a necessary transition period between the two positions, the following is agreed:

1. All Assistant Custodians who transfer to Casual On-Call Custodians will be on a 30-day probationary period from the first day of transfer.
2. In the event that an Assistant Custodian who has transferred to a Casual On-Cali Custodial position does not work up to 15 working days during the above-mentioned 30 calendar day period, the Board may move the employee back to the assistant custodian position.
3. The Assistant Custodian who is transferred to Casual On-Call Custodian may choose within 30 calendar days to return to his/her previous Assistant Custodian position.
4. During the 30-calendar day probationary period, the former position will not be posted. Conditional upon satisfactory service as determined by the Board, the employee will be confirmed as a Casual On-Call Custodian or return to his/her former position as an Assistant Custodian at or before the end of the 30 calendar day probationary period without **loss** of seniority.
5. If after the 30 calendar day probationary period, the employee wishes to return to their former position, he/she may do so as per Article 8:02 (a)(ii). In this case, seniority as an Assistant Custodian will be forfeited.
6. In any case, seniority, for vacation purposes only, will continue to accrue and be based on the continuous service with the Board, regardless of which bargaining unit the employee works with the Board.

Memorandum of Agreement 2

between

Hamilton-Wentworth Catholic District School Board
(herein known as “the Board”)

and

The Labourers’ International Union of North America
(LIUNA Local 837 – Assistant Custodian Employees)
(herein known as “the Union”)

In lieu of orthodontic coverage, assistant custodians in the employ of the Board as of on March 31, 2006 shall receive by September 2006, a one-time payment of \$175.00.

FOR THE BOARD

FOR THE UNION

Dated March 31, 2006 in Hamilton, Ontario.

ASSISTANT CUSTODIAN SENIORITY LIST
 LIUNA LOCAL 837
 SENIORITY LIST
 MARCH 2006

APPENDIX A

NAME	LOCATION	STARTING DATE DD/MM/YYYY
A. Pocrnic	Bishop Ryan (5.5hrs)	01 09 1969
M. De Bellis	Mother Teresa (8hrs)	20 10 1970
R. Cassiani	St. Daniel (8 hrs)	06 01 1971
S. Szpiech	Bishop Ryan (5.5hrs)	11 09 1979
I. Raposo	St. Thomas More (6hrs)	20 05 1980
B. Perusin	Cardinal Newman (6hrs)	02 02 1981
E. Scocchera	St. Thomas More (6hrs)	18 10 1982
I. Marzilli	St. Clare (5.5hrs)	28 02 1983
D. Mule	Cardinal Newman (6hrs)	28 03 1983
G. Cino	St. Martin of Tours (6.5hrs)	24 10 1983
G. Cuffaro	St. Charles Mtn. (12m, 6hrs)	02 11 1983
Caterina Salotti	Cardinal Newman (5.5hrs)	06 12 1983
M. Giangreco	St. Catherine (8hrs)	15 10 1984
A. Lauretani	St. Jean de Brebeuf (5.5hrs)	26 02 1985
P. Rillo	St. Thomas More (6hrs)	05 03 1985
M. Russo	Sacred Heart (6hrs)	09 04 1985
J. Jolley	St. Helen (6hrs)	01 09 1986
M. Kenny	St. Helen (6hrs)	01 09 1986
A. Campanella	St. Vincent de Paul (5hrs)	13 07 1987
M. Pirruccio	St. Mary's Elementary (5 hrs)	04 01 1988
Elda Capretta	St. Thomas More (6hrs)	25 01 1988
R. DePasquale	St. Charles Centre (12m 8hrs)	09 05 1988
M. Altobelli	St. Agnes (8hrs)	06 06 1988

**ASSISTANT CUSTODIAN SENIORITY LIST
LIUNA LOCAL 837
SENIORITY LIST
MARCH 2006**

APPENDIX A

NAME	LOCATION	STARTING DATE DD/MM/YYYY
A. Di Biase	Bishop Ryan (5.5hrs)	06 09 1988
A. Belluz	Cardinal Newman (6hrs)	18 10 1988
J. Puga	St. Eugene (5hrs)	07 11 1988
Elena Capretta	St. Francis Xavier (5hrs)	07 11 1988
T. Moriarity	Blessed Kateri (5.5 hrs)	05 12 1988
R. Muraca	Canadian Martyrs (5hrs)	19 12 1988
T. Gabriele	St. Luke (8 hrs)	19 12 1988
G. Nguyen	Bishop Ryan (5.5hrs)	10 04 1989
L. Vecchioni	St. Columba (5 hrs)	29 05 1989
J. Dudley	St. Charles Mtn (12m 6hrs)	05 09 1989
I. Carbone	St. David (7hrs)	25 09 1989
M. Ciardelli	Cardinal Newman (5.5hrs)	23 10 1989
M. Minervini	St. Vincent de Paul (5hrs)	15 01 1990
G. Alfano	Corpus Christi (8 hrs)	29 01 1990
F. Garofalo	Cathedral HS (5.75hrs)	12 02 1990
G. Impagliatelli	St. Jean de Brebeuf (5.5hrs)	19 03 1990
J. Scalia	St. Thomas More (6hrs)	07 05 1990
M. Aloisio	St. Paul (5hrs)	04 06 1990
R. Cumoric	Blessed Kateri Tekakwitha (5.5hrs)	25 06 1990
M. Filipe	Bishop Ryan (5.5hrs)	16 07 1990
F. Barile	St. Thomas More (6hrs)	04 09 1990
E. Fortino	Immaculate Heart (7 hrs)	10 09 1990
R. Mari	St. Thomas More (6hrs)	10 09 1990

**ASSISTANT CUSTODIAN SENIORITY LIST
LIUNA LOCAL 837
SENIORITY LIST
MARCH 2006**

APPENDIX A

NAME	LOCATION	STARTING DATE DD/MM/YYYY
R. Scalia	Regina Mundi (5 hrs)	10 09 1990
A. Ventre	Cardinal Newman (5.5hrs)	11 02 1991
C. Coccaro	Cardinal Newman (5.5hrs)	11 02 1991
C. Bruno-Gallo	St. Thomas More (6hrs)	11 02 1991
M. Porco	St. Paul (5hrs)	25 02 1991
R. Scanga	St. Mary Elementary (5hrs)	18 03 1991
P. McGowan	St. Mary Secondary (6hrs)	03 09 1991
D. Nguyen	St. David (7hrs)	23 09 1991
G. Deluca	Cathedral HS (5.75hrs)	06 01 1992
M. Matesic	Cardinal Newman (5.5hrs)	13 01 1992
E. Celani	St. Teresa (6hrs)	27 01 1992
M. Bassani	St. Francis (5hrs)	27 04 1992
F. Mattina	St. Jean de Brebeuf (5.5hrs)	08 09 1992
S. Marsalla	St. Mark (7hrs)	01 07 1996 (23 04 1991)*
A. Barletta	Holy Name of Mary (5hrs)	01 09 1997 (01 01 1992)*
G. Pinciario	St. Mary Secondary (6hr)	01 09 1997 (11 09 1991)*
A. Pettorossi	St. Clare (5.5hr)	01 09 1997 (11 12 1991)*
J. Billone	St. Bernadette (8hr)	01 09 1997 (04 09 1992)*
D. Malatesta	Cardinal Newman (5 hrs)	01 09 1997 (17 04 1992)*
M. Vuic	Holy Spirit (4 hrs)	01 09 1997 (24 09 1992)*
D. Monaco	Holy Name of Mary (7hr)	01 09 1997 (19 04 1993)*
A. Grieci	St. Mary Secondary (6hr)	01 09 1997 (22 05 1992)*
J. Mellinger	CEC (12mo 8hr)	01 09 1997 (17 05 1993)*

ASSISTANT CUSTODIAN SENIORITY LIST
 LIUNA LOCAL 837
 SENIORITY LIST
 MARCH 2006

APPENDIX A

NAME	LOCATION	STARTING DATE DD/MM/YYYY
R. Parchimowicz	Bishop Tonnos (6 hrs)	01 09 1997 (29 11 1995)*
M. Romero-Marquez	Nicholas Mancini Centre (5 hrs)	01 09 1997 (06 12 1995)*
R. Cinelli	Sts. Peter and Paul (6.5hrs)	01 09 1997 (11 12 1995)*
C. Malissa	St. Lawrence (4 hrs)	01 09 1997 (11 12 1995)*
H. Stinia	Bishop Ryan (5.5hrs)	01 09 1997 (22 12 1995)*
G. Angelini	St. Luke (4 hrs)	01 09 1997 (25 12 1995)*
S. Holman	St. Charles-Barlake (4 hrs)	01 09 1997 (26 12 1995)*
V. Matteliano	Blessed Sacrament (4 hrs)	01 09 1997 (01 01 1996)*
S. LoPresti	Cathedral HS (5.75 hrs)	01 09 1997 (04 06 1996)*
K. Lepine	St. Mary Secondary (6hrs)	26 10 1998
M. Casimirri	St. Therese of Lisieux (4.5 hrs)	11 01 1999
G. Maiellaro	Our Lady of the Assumption (5 hrs)	06 04 1999
E. Mugheddu	Regina Mundi (5 hrs)	06 04 1999
I. Gabriele	St. Jean de Brebeuf (5.5hrs)	06 04 1999
B. Radojewski	Bishop Ryan (5.5hrs)	06 04 1999
D. Avery	Bishop Tonnos (6hrs)	06 04 1999
M. Liota	Holy Name of Jesus (8 hrs)	06 04 1999
G. Curley	St. Jerome (5.5 hrs)	07 09 1999
M. Vukovic	St. Joachim (8hrs)	07 09 1999
H. Franckiewicz	St. Thomas More (6hrs)	07 09 1999
M. Barletta	Blessed Sacrament (4 hrs)	07 09 1999
A. Moniz	St. James (8hrs)	29 11 1999
F. Markle-Malley	St. John (7 hrs)	29 11 1999

ASSISTANT CUSTODIAN SENIORITY LIST
 LIUNA LOCAL 837
 SENIORITY LIST
 MARCH 2006

APPENDIX A

NAME	LOCATION	STARTING DATE DD/MM/YYYY
J. DeFazio	St. Jean de Brebeuf (5.5hrs)	29 11 1999
P. Ford	St. Joseph (5 hrs)	29 11 1999
D. Dach	N.M.C. (12m 5 hrs)	20 12 1999
O. Lazar	St. Thomas, Waterdown (8hrs)	24 01 2000
M. Criminisi	St. Ann's Hamilton (4hrs)	05 06 2000
A. Mulholland	St. Jean de Brebeuf (5.5hrs)	11 09 2000
L. Melo	St. Jerome (5hrs)	16 10 2000
R. Nusca	Sts. Peter and Paul (6.5hrs)	12 02 2001
F. DiStefano	St. Augustine (6 hrs)	12 02 2001
M. Arruda	Cathedral HS (5.75 hrs)	10 09 2001
D. Baric	St. Marguerite d'Youville (6 hrs)	10 09 2001
F. Couto	St. Michael (8hrs)	10 09 2001
A. Cortina	Cardinal Newman (5.5 hrs)	10 09 2001
A. Sgobba	Cathedral HS (5.75 hrs)	10 09 2001
D. Mio	St. Eugene (5 hrs)	02 01 2002
M. Ferreira	St. Marguerite d'Youville (6 hrs)	02 01 2002
V. Melone	St. Ann, Ancaster (5 hrs)	02 01 2002
D. Intini	Our Lady of Assumption (5 hrs)	15 04 2002 (04 03 2002)*
C. DiGiovanni	Our Lady of Lourdes (5 hrs)	06 05 2002
P. Reis	St. Mary Secondary (6 hrs)	06 05 2002
M. Caruso	Bishop Tonnos (6 hrs)	06 05 2002
C. Day	Cathedral HS (5.75 hrs)	06 05 2002
H. Osborne	St. Joseph (5 hrs)	03 09 2002 (06 05 2002)*

ASSISTANT CUSTODIAN SENIORITY LIST
 LIUNA LOCAL 837
 SENIORITY LIST
 MARCH 2006

APPENDIX A

NAME	LOCATION	STARTING DATE DD/MM/YYYY
M. Filice	Bishop Tonnos (4 hrs)	01 10 2002 (06 05 2002)*
M. Sidorkewicz	St. Mary Secondary (6 hrs)	01 01 2003 (21 10 2002)*
M. Olsav	St. Margaret Mary (4.5 hrs)	01 01 2003 (21 10 2002)*
A. Lucchesi	Bishop Tonnos (6 hrs)	01 01 2003 (21 10 2002)*
A. Filice	St. Jean de Brebeuf (5.5 hrs)	01 01 2003 (21 10 2002)*
R. Seddon	Holy Name of Mary (7 hrs)	24 03 2003 (06 05 2002)*
R. Berrafati	St. Therese of Lisieux (4.5 hrs)	24 03 2003 (21 10 2002)*
C. Narduzzi	St. Mary Secondary (6 hrs)	02 06 2003 (25 10 2002)*
L. Eramo	St. Agnes (4 hrs)	22 12 2003 (07 04 2003)*
M. Curotto	Guardian Angels (6 hrs)	28 04 2004 (07 04 2003)*
S. Azimulla	St. Brigid (4 hrs)	07 09 2004 (07 04 2003)*
E. Radcliffe	St. Patrick (5 hrs)	01 10 2004 (07 04 2003)*
C. Campanella	Pope John Paul II (4 hrs)	25 10 2004 (07 04 2003)*
T. Kalawur	St. Jean de Brebeuf (5.5 hrs)	01 09 2004 (08 09 2003)*
L. Di Stefano	St. Margaret Mary (4.5 hrs)	01 09 2004 (08 09 2003)*
J. Fanelli	Cathedral (5.75 hrs)	01 09 2004 (08 09 2003)*
N. Jurcic	Guardian Angels (6 hrs)	01 09 2004 (08 09 2003)*
S. Welch	Bishop Tonnos (6 hrs)	01 09 2004 (08 09 2003)*
M. Kryzstofiak	St. Jean de Brebeuf (5.5 hrs)	01 01 2005 (19 01 2004)*
C. Rossignol	Holy Spirit (4 hrs)	01 01 2005 (19 01 2004)*
A. Nguyen	St. Lawrence (4 hrs)	01 03 2005 (13 09 2004)*
M. Zippilli	St. Margaret Mary (4.5 hrs)	20 04 2005 (13 09 2004)*
S. Pelkey	St. Patrick (5 hrs)	20 04 2005 (13 09 2004)*

ASSISTANT CUSTODIAN SENIORITY LIST
 LIUNA LOCAL 837
 SENIORITY LIST
 MARCH 2006

APPENDIX A

NAME	LOCATION	STARTING DATE DD/MM/YYYY
R. Juratovac	St. Brigid (4 hrs)	20 04 2005 (13 09 2004)*
T. Di Loretto	St. Ann - Ancaster	01 09 2005 (21 03 2005)*
E. Smejkalova	Cathedral (5.75 hrs)	01 09 2005 (21 03 2005)*
T. Camilleri	Pope John Paul II (4 hrs)	01 09 2005 (21 03 2005)*
M. Sellitti	St. Christopher (4 hrs)	20 10 2005 (18 04 2005)*
S. Claudino	Spare	24 10 2005 (18 04 2005)*
L. Earl	Spare	03 01 2006 (18 04 2005)*
R. Cuda	Spare	03 01 2006 (18 04 2005)*
K. Ellis	Spare	23 01 2006 (07 04 2003)*
C. Garcia	Spare	30 01 2006 (18 04 2005)*
M. Albes	Spare	20 03 2006 (02 05 2005)*
M. Rawski	Spare	31 03 2006 (02 05 2005)*

* = date for vacation purposes based on on-call service as provided for in Article 12.04 of the January 1, 2001 - December 31, 2003 agreement.
 **=date for vacation purposes based on prior Board service in another employee group

INACTIVE

B. Perin	09 03 1971
F. Dal Bello	27 08 1975
F. DiFronzo	05 09 1978
H. Zivcic	04 09 1984
L. Infanti	01 09 1986
G. Mule	18 10 1988
G. Elia	06 11 1989
M. Borges	03 09 1991
D. Spence	29 11 1999

CASUAL ON-CALL ASSISTANT CUSTODIANS
 ORDER BASED ON DATE/TIME OF INTERVIEW. DOES NOT CONSTITUTE A REGULAR HIRING ORDER.

K. Weir	18 04 2005
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