

SOURCE	COMP		
EFF.	99	01	01
TERM.	01	12	31
No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	150		

AGREEMENT

Between

THE HAMILTON-WENTWORTH
CATHOLIC DISTRICT SCHOOL BOARD

and

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

January 1, 1999 - December 31, 2001

10874 (02)

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE PAGE</u>
1	Recognition 1
2	Relationship 1
3	Union Security 1
4	Management Rights 2
5	Seniority 3
6	Grievance Procedure 4
7	Arbitration 6
8	Job Posting 7
9	Union Representation 9
10	Benefits 10
11	Paid Holidays 15
12	Vacations 16
13	Sick Leave Plan 17
14	Compassionate Leave 18
15	Leaves of Absence 19
16	Hours of Work and Overtime 20
17	Wages 22
18	Strikes & Lockouts 22
19	Duration and Renewal 22
20	Amendments 22
21	Wage Negotiations 22
22	Miscellaneous 23
	Letters of Understanding 25
	Memorandum of Agreement

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 cleaners in the Municipality of Hamilton-Wentworth, save and except supervisors, persons above the rank of supervisor, office and clerical employees.

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.

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, 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 i) 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 prior to their being entered into the employee's personnel file.

ii) Reports of warnings or reprimands will be removed from the employee's file after a period of three (3) years, provided that further warnings or reprimands have not been taken against the employee during the three (3) 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 a cleaner 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.
- 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.

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 grievance 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 griever, 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 griever, through an authorized Union representative, may submit the grievance to the Manager of Collective Bargaining, 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.
 - b) In the event that either party requests the matter to be submitted to a single arbitrator, the arbitrator shall:
 - i) be appointed from the list of arbitrators agreed upon between the parties,
 - ii) 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) 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 enrollment at the school.

- b) Prior to posting a vacant position, the cleaners at the site will be given an opportunity to switch to the vacant position. The new position will be posted once all cleaners at the site have refused that vacancy.

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 cleaners at the site in order of seniority, in equal ratio increments. Such additional hours shall not have an individual exceed eight (8) hours.

ii) 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 carrying 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.

- (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 during the term that they are in the position.

8.05

Successful applicants will be notified within fifteen (15) 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.

- 8.06 Appointments to job postings shall be made within fifteen (15) 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.
- 8.07 Vacancies shall include a promotion, retirement, transfer or demotion. 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.
- 8.08 Any vacancies or new positions for a period in excess of twenty-five (25) days will be posted.
- 8.09 (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 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.
- 8.10 a) When an employee is to be transferred, the supervisor will consult with the employee 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.
- 8.11 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.
- 8.12 Employees can submit their application for a posted vacancy either by fax or by the mailing to the Human Resources Department.
- 8:13 Regular night cleaners 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 Area Manager(s). Each of the regular night cleaners

mentioned above shall be asked to indicate which option they prefer prior to the summer schedule commencing each year.

8:14 During the March break, Christmas break and summer break, cleaners in facilities as determined by the Board will be assigned to day shift 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 Cleaner employees, the Union will be contacted and requested to facilitate the identification of a representative(s).

ARTICLE 10 - BENEFITS

For cleaning staff employed on less than a fulltime basis (working less than a schedule of 40

hours/week) who are eligible and choose to participate, the Board will prorate the percentage of its contribution towards the cost of the monthly premiums for the plans detailed in this benefits program outline, in direct proportion to the time worked during the school year as per article 10.11.

- 10.01
- i) Commencing January 1, 1999 the Board will contribute 95% towards the cost of the monthly premiums in effect at September 1, 1998 for the Great-West Life Health Services Semi-private Plan for eligible employees who elect to participate in the plan.
 - ii) Commencing September 1, 1999 the Board will contribute 95% towards the cost of the monthly premiums in effect at September 1, 1999 for the Great-West Life Health Services Semi-private Care Plan for eligible employees who elect to participate in the plan.
 - iii) Commencing September 1, 2000 the Board will contribute 95% towards the cost of the monthly premiums in effect at September 1, 2000 for the Great-West Life Health Services Semi-private Care Plan for eligible employees who elect to participate in the plan.
 - iv) Commencing September 1, 2001 the Board will contribute 95% towards the cost of the monthly premiums in effect at September 1, 2001 for the Great-West Life Health Services Semi-private Care Plan for eligible employees who elect to participate in the plan.
- 10.02
- i) Commencing January 1, 1999 the Board will contribute 100% towards the cost of the premiums in effect on September 1, 1998 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.
 - ii) Commencing September 1, 1999 the Board will contribute 100% towards the cost of the premiums in effect on September 1, 1999 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.
 - iii) Commencing September 1, 2000 the Board will contribute 100% towards the cost of the premiums in effect on September 1, 2000 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.
 - iv) Commencing September 1, 2001 the Board will contribute 100% towards the cost of the premiums in effect on September 1, 2001 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.
- 10.03
- i) Commencing January 1, 1999 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1998 for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$160 in any two consecutive year period) for eligible

employees who elect to participate in the plan.

- ii) Commencing September 1, 1999 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 1999 for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$160 in any two consecutive year period) for eligible employees who elect to participate in the plan.
 - iii) Commencing September 1, 2000 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 2000 for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$160 in any two consecutive year period) for eligible employees who elect to participate in the plan.
 - iv) Commencing September 1, 2001 the Board will contribute 50% towards the cost of the monthly premiums in effect on September 1, 2001 for a Vision Care Plan (reimbursement of vision care expenses up to a maximum of \$160 in any two consecutive year period) for eligible employees who elect to participate in the plan.
- 10.04
- i) Commencing January 1, 1999 the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, 1998 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.
 - ii) Commencing September 1, 1999 the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, 1999 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.
 - iii) Commencing September 1, 2000 the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, 2000 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.
 - iv) Commencing September 1, 2001 the Board will contribute 80% towards the cost of the monthly premiums in effect on September 1, 2001 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, 1999 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 1998 for the Great- West Life Group Life Insurance Plan for eligible employees who elect to participate in the plan.
 - ii) Commencing September 1, 1999 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 1999 for the Great- West Life Group Life Insurance Plan for eligible employees who elect to participate in the plan.

- iii) Commencing September 1, 2000 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 2000 for the Great- West Life Group Life Insurance Plan for eligible employees who elect to participate in the plan.
 - iv) Commencing September 1, 2001 the Board will contribute 95% towards the cost of the monthly premiums in effect on September 1, 2001 for the Great- West Life Group Life Insurance Plan for eligible employees who elect to participate in the plan.
 - v) Commencing January 1, 1992, eligible cleaning staff employees may elect to apply for the following amount of term life insurance coverage: \$45,000.
- b) Effective the first of the month following ratification of this agreement, 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) 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.
 - (b) The retired employee shall be allowed to carry \$25,000 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.

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 a) The Employee Benefits, as outlined above, indicates the Board's share towards each of the monthly premiums for staff employed on a fulltime basis, 8 hours per day, 40 hours per week. Since employees of the Board who regularly work less than these hours, such as Cleaners, the Board and Employee share of the benefits premiums is prorated as follows:

To explain prorating, the following example is given which identifies the Board's and Employee's share of the premiums which would apply to an employee who is regularly scheduled to work 4 hours per day, 20 hours per week, the predominant schedule of the staff employed as Cleaners.

Benefit	Current Bd. share of Premium		Prorated Factor		Prorated Bd. Share
Semi-private	95%	x	20/40	—	47.5 %
Medi-Pak (Drugs)	100%	x	20/40	=	50.0 %
Vision Care	50%	x	20/40	=	25.0 %
		x		=	35.0 %
	90%	x	20/40	=	45.0 %

b) Effective March 1, 1999:

Benefit	Current Bd. share of Premium		Prorated Factor		Prorated Bd. Share
Semi-private	95%	x	20/35	=	54.3 %
Medi-Pak (Drugs)	100%	x	20/35	=	57.1 %
Vision Care	50%	x	20/35	=	28.6 %

Dental Plan	80%	x	20/35	=	45.7 %
Life Insurance	95%	x	20/35	=	54.3 %

c) Effective March 1, 2000:

Semi-Private	95%	x	20/30	=	63.3 %
Medi-Pak (Drugs)	100%	x	20/30	=	
Vision Care	50%	x	20/30	=	33.3 %
Dental Plan	80%	x	20/30	=	53.3 %
Life Insurance	95%	x	20/30	-	63.3 %

10.12 The Board will supply rubber gloves, where required, for the use of all cleaners. 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 | Boxing Day |
| Canada Day | ½ Day before Christmas Day |
| Civic Holiday | ½ 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 cleaner 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 cleaner who qualifies for holiday pay shall receive payment equal to their regular daily earnings for each designated paid holiday. On those paid holidays

that are ½ days, the cleaner who qualifies shall receive payment equal to ½ their regular daily earnings.

- 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 cleaners 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 1st
- 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 1st.
- iv) Vacation schedules will be sent out by the Board by December 1st.
- Employees are encouraged to request vacations during the periods when school is not in session. ie. July and August, Christmas and the March Break.

- 12.02 Vacation entitlement for cleaning 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 cleaning staff working a 10 month scholastic 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 Cleaning staff working a twelve (12) month year with twenty-five (25) or more years of service 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 Cleaners 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 work day.

(a) Commencing January 1, 1999, Cleaners 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. Cleaners 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.

(b) For each day of sick leave credit used for personal illness, the cleaner 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 cleaner to a maximum of two hundred sixty (260) days.

(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. The employee may then claim E.I. benefits.

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 Workplace Safety and Insurance Act.

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 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, grandchild 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.
- 14.05 Requests for such a leave must be submitted to the Area Manager, for approval at least one (1) day in advance, if possible.

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 three (3) 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 i) Pregnancy/Parental leave shall be granted in accordance with the terms set out in the Employment Standards Act of Ontario as amended from time to time.
- ii) Upon expiration of the pregnancy and/or parental 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 cleaner assigned at each of Bishop Ryan, 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 work day for cleaners at all schools and buildings is a minimum of four (4) hours per day, twenty (20) hours per week.
- (c) Cleaners who are working a six hour shift or more will have a paid 20 minute lunch period.
- 16.03 (a) The regular schedule of hours worked for cleaners is as follows:
- i) For the day cleaner 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 cleaners assigned in schools and Board buildings, their normal scheduled hours of work is from 3:00 p.m. to 7:00 p.m. (included is a 15 minute paid rest period).
 - 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.
- 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 cleaner on **an** overtime basis, the following will apply:
 - i) The work will be offered to a cleaner at the worksite. If there is more than one cleaner 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 cleaners on the posted overtime list called on a rotating basis by seniority.
 - iii) Offered to caretaker(s) at the site, then to caretakers on the overtime list.
 - c) All overtime will be worked only by members of LIUNA , Local 837 working for the Board.
- 16.05
- Overtime at the rate of time and one-half (1½ 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.
- 16.06
- A cleaner 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.
- 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.

ARTICLE 17 - WAGES



17.01 The wage rate schedule for the period of January 1, 1999 to December 31, 2001 :

<u>Classification</u>	<u>Hourly rate Jan.01/99</u>	<u>Hourly rate Jan.01/2000</u>	<u>Hourly rate Jan.01/2001</u>
Cleaner	\$14.44	\$14.58	\$14.73

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, 1999 and continue in force until December 31, 2001. 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 binded 8 ½ 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 February, 1999
at Hamilton, Ontario.

FOR THE BOARD

FOR THE UNION

LETTER OF UNDERSTANDING - #1

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, 2001, the Board shall guarantee no layoffs.

Any adjustments of staffing levels shall be achieved through attrition, voluntary leaves and other such provisions.

LETTER OF UNDERSTANDING - #2

This letter will confirm the understanding reached during negotiations regarding the parties commitment to the requirements and obligations of the Board and employees under the Workplace Safety and Insurance Board regulations, relating to a modified work program. A representative of LIUNA and two employee representatives from the Cleaners and Caretaker/Maintenance and up to three representatives of the Board will meet to review and recommend the guidelines of a modified work program. This review will be completed by June 30, 1999.

MEMORANDUM OF AGREEMENT

The Hamilton-Wentworth Catholic District School Board and LIUNA, Local **837**, Cleaners, have agreed to the following:

1. The parties agree that the complement of cleaners will be ninety-four (94 FTE) by December 1, 1999. (88.13 FTE effective 1/1/99+ 5.87 FTE additional cleaners by 12/1/99)

It is understood that the **5.87** additional FTE cleaners includes the three planned elementary schools.

2. A Joint Committee re Staffing will be comprised of **3** Cleaners, **3** Caretakers and 1 representative from LIUNA. There will be up to **7** representatives from the Board. The Committee will study and develop new staffing guidelines, duties and roles and will present its recommendations to the Board within 9 months of ratification.
3. It is agreed that one of the considerations of the Committee shall be to maintain the current number of hours of the cleaners.
4. It is agreed that the issue raised in negotiations regarding the washing of blackboards will be referred to the Joint Committee re Staffing.
5. The parties agree that the issues regarding the washing of floors will be included in the discussions of the Joint Committee re Staffing.
6. It is further agreed that in the event that the issues in # 4 and 5 above are not addressed in the report of recommendations from the Joint Committee re Staffing, then the matter(s) shall be referred back to the respective negotiation committees for resolution.
7. It is acknowledged that the parties shall meet to review issues of the security and safety of cleaners with the intent to identify improvements by the end of June 1999.

February 12, 1999.

Mr. Fred Susi,
Member Services Representative,
Labourers' International Union
of North America, Local 837,
44 Hughson Street South,
Hamilton, Ontario.
L8N 2A7

Dear Mr. Susi:

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, it is acknowledged that at the request of the Union, commencing with this current set of negotiations, the parties have agreed to conduct negotiation meetings off premises with the costs of the main meeting room being shared equally between the parties.

Yours truly,

J. LoPresti,
Administrator of Human Resources.

JL/jj

c.c. H. Greene
R. Dunn