

COLLECTIVE AGREEMENT

Between:

**WATERLOO REGION DISTRICT SCHOOL
BOARD**

and the

**CUSTODIAL AND MAINTENANCE
ASSOCIATION**



Waterloo Region
District School Board

September 1, 2002 2003 – August 31, 2003 2004

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ARTICLE I - GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to promote the morale, well-being and security of all the Employees in the bargaining unit of the Association, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salary for all Employees who are subject to the provisions of this Agreement.
- 1.02 (a) The Employer or Board refers to the Waterloo Region District School Board.
- (b) The Association refers to the Custodial and Maintenance Association as stipulated in its charter and as recognized by certification at the Ministry of Labour of the Province of Ontario.
- (c) Employees are defined as those Employees of the Waterloo Region District School Board who are represented by the Association as set out in Article 2.01.
- (d) Permanent full-time Employees are defined as those Employees who work on a regular basis for forty (40) or more hours a week.
- (e) Permanent part-time Employees are defined as those Employees who work on a regular basis for less than forty (40) hours per week.
- (f) Supervisor refers to the positions of Foreperson, Supervisor of Custodial Services, Assistant Supervisor of Custodial Services and positions above the rank of Supervisor.
- (g) Steward refers to a person designated as a representative by the Custodial and Maintenance Association.
- 1.03 A Custodial Maintenance Helper (C.M.H.) is an hourly-rated Employee who is engaged in Maintenance and Construction, and Plant Operations. C.M.H.'s are hired on an interim basis to replace permanent Employees who are unable to work due to sickness or injury or who are on vacation or leave of absence and to augment the number of permanent staff to assist with a temporary or seasonal increase in workload. A C.M.H. may be employed for additional reasons, if the parties agree. There can be no more than thirty-six Custodial Maintenance Helpers at any one time, unless the parties agree.
- 1.04 An Employee other than a Custodial Maintenance Helper (C.M.H.) will be considered probationary for the first sixty-five working days of active employment and will have no seniority rights during that period. After such sixty-five working days of active employment, seniority shall date back to the date on which the probationary period began.

- 1.05 A Custodial Maintenance Helper will be considered probationary for the first one hundred and twenty (120) working days of active employment and may be terminated without cause during the time period. A C.M.H. shall have no seniority rights during that period. After one hundred and twenty (120) working days of active employment, seniority by classification shall date back to the date on which the probationary period began. Seniority for the C.M.H. shall apply by classification and be used solely for the purposes of bringing a C.M.H. into a non-posted permanent position with the Board as such become available, and for lay-off and recall within the classifications. A C.M.H. shall be terminated if not recalled within one year of lay-off.
- 1.06 A Custodial Maintenance Helper does not have the rights to the following: Article IV, sections 4.07, 4.08 (b), 4.09, 4.10, 4.11, Articles X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, and Article XX, sections 20.01 (b) (1 and 2), 20.02, 20.04, 20.07, 20.08, 20.09.
- 1.07 Seniority by classification for C.M.H. positions is defined as seniority within
- (i) Plant Operations Department
 - (ii) Plant Maintenance and Construction Department

ARTICLE II - RECOGNITION

- 2.01 The Employer recognizes the Association as the sole and exclusive Collective Bargaining agent for all Employees of the Waterloo Region District School Board engaged in Maintenance and Construction, and Plant Operations, save and except Students, Forepersons, Supervisors of Custodial Services, Assistant Supervisors of Custodial Services, persons above the rank of Supervisors, and Office Staff.
- 2.02 The Employer acknowledges the right of the Association to appoint or otherwise select a Negotiating Committee equal in number to the Employer's Committee but in any case not more than eight. Upon the prior agreement with the Employer, observers will be allowed. The Employer will recognize and deal with the said Committee with respect to any matter which may properly arise from time to time during the term of this Agreement. If a meeting is called by the Board during working hours, Association representatives required to attend such a meeting shall suffer no loss of pay.
- 2.03 (a) The Association acknowledges that Stewards and designated Association representatives have their normal working duties to perform on behalf of the Board. The Board acknowledges that the Stewards and the designated Association representatives have their responsibilities to perform on behalf of the Association.

In accordance with this understanding, the Board shall not make any deductions from regular earnings of Stewards or designated Association representatives for approved time spent absent from regular duties by Stewards while investigating a complaint which may lead to a

grievance and by designated Association representatives in joint meetings with the Board up to but not including arbitration.

- (b) The purpose of the Steward position is to assist in prevention of, or resolution of, a problem which may lead to a grievance or to assist Employees in grievance procedures, as well as carry out Association business.
- (c) The Board recognizes that up to seventeen (17) Stewards may be appointed to carry out their duties and to also reduce the time required to travel to and from various work locations.
- (d) The Association will advise the Board of the names of the Grievance Committee, Stewards and all other Executive members. No more than four members of the Grievance Committee shall meet with the Board, or Board designate, at any one time relating to grievance matters.
- (e) All representatives of the Association who are granted time off during their regular work period to adjust a grievance or possible grievance, or to meet with Board representatives on Association business, or for bargaining for a Collective Agreement, shall be paid for such time at their regular rate.
- (f) A Steward may be released during working hours for the investigation of grievances or complaints which may lead to grievances, or to attend to a meeting provided for by the Agreement.

If a Steward wishes to be released to investigate a grievance or a complaint which may lead to a grievance, the Employee will inform the Supervisor of the place of the grievance. The Supervisor shall grant such release, provided it will not cause significant interference to their schedule.

Upon entering a work area of a Supervisor, other than the Steward's own, the Steward will inform that Supervisor of the nature of the grievance being investigated.

If requested by the Steward, the aggrieved Employee will be released to discuss the Employee's grievance, provided it will not cause a significant interference in the Employee's work schedule.

The Board shall pay the Steward and the aggrieved Employee at their regular rate for the time spent processing grievances, provided such activity takes place on Board premises and that all requirements of this article have been observed by the Steward and the aggrieved Employee.

The Steward will inform the aggrieved Employee's Supervisor when the investigation is completed. The Steward will also inform the Steward's Supervisor of the return to the regular job.

The Board shall not be liable for the salary of any member of the Association Executive, or other Employee represented by the Association, when involved in preparation for, or attendance at Arbitration Hearings.

ARTICLE III - RELATIONSHIP

- 3.01 It is agreed that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practised by the Employer, the Association or any of its officers or members, with respect to any Employee because of the Employee's religious affiliation, race, sex, age or membership or non-membership in any labour organization.
- 3.02 All Employees shall, as a condition of employment, sign an authorization in writing to deduct whatever sum may be so authorized for Association dues from each pay. Such dues shall be deducted from the Employee's pay from the first day of employment; however, the Employee will continue to be on probation. The Employer shall remit such dues promptly to the Treasurer of the Association stating the Employee's name, address, position and work station not later than the month following.
- 3.03 Any Employee presently a member of the Association and a member of the Association at the time of signing this Agreement, shall, as a condition of continued employment, remain a member of the Association, and, further, any new Employees of the Board working in the categories as defined by this Agreement, shall, as a condition of employment, become a member of the Association.
- 3.04 The Board, as part of its orientation program for new Employees, will inform a new Employee that an Association Agreement is in effect and that Association dues and other assessments will be deducted in accordance with Section 3.02 of the Agreement.
- 3.05 Should it be determined by the Board that due to declining enrolment and/or any other reason that any building must be closed, the Board will immediately inform the Association and meet with the Association to discuss staffing implications. Through CAMA staff/management, the Association will be given an opportunity to present alternative solutions.

ARTICLE IV - RESERVATION OF MANAGEMENT FUNCTIONS

- 4.01 The Association acknowledges it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, classify, re-classify, transfer, promote, demote, lay off Employees and also to suspend, discipline, or discharge for just cause, provided that a claim by an Employee who has

acquired seniority, that the Employee has been discharged or disciplined without just cause must be the subject of a grievance and dealt with as hereinafter provided.

- 4.02 The Association further recognizes the right of the Employer to operate and manage its schools in all respects in accordance with its commitments and its obligations and responsibilities to the students, according to the Education Act. The right to decide on the number of Employees needed by the Employer at any time, the right to use modern methods, machinery and equipment and jurisdiction over all operations, building and equipment are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter, from time to time, the rules and regulations to be observed by the Employee. The Employer recognizes that any changes in the rules and regulations or procedures must be preceded by communication with the C.A.M.A. Executive, and in no event shall such rules or regulations be inconsistent with the express provisions of this Agreement.
- 4.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the rules and regulations or a disregard for safe working procedures or of any of the provisions of the Agreement may be deemed to be sufficient cause for discharge or discipline of any Employee, provided that nothing herein contained shall prevent an Employee from going through the grievance. The Employee, at the time of such notification or earlier, will be advised by the Board of the right to Association representation. The Association shall receive copies of all correspondence regarding said breaches at the same time the Employee receives such notice or within a reasonable time thereafter.
- 4.04 Whenever the Employer censures an Employee for an act or omission, in a manner indicating that dismissal may follow any repetition of such act or omission, or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall within five working days thereafter give written particulars of such censure to the Employee involved and the Association.
- 4.05 When an Employee is suspended or discharged, the Employee and the Association shall be notified in writing of such suspension or discharge. In the event of the discharge of an Employee, a C.A.M.A. representative will be present. In the event of a suspension of an Employee, a C.A.M.A. representative will be present at the Supervisor's discretion.
- 4.06 Any vacancy in jobs performed by the Association's members, other than due to illness or leave of absence, shall not be filled by other than Association members.
- 4.07 In order to provide job security for the members of the bargaining unit, the Board agrees not to contract out any work or services presently performed by the bargaining unit which would result in any layoff of an Association member.
- 4.08 Safety

- (a) All Employees are encouraged to observe good safety practices at all times and to inform the immediate supervisor of any unsafe practices or safety hazard which might be observed.

- (b) Effective September 1, 2003, should the Employer require (for safety reasons) that Employees must wear safety footwear, the Employee will be reimbursed up to \$90.00 (one pair per calendar year) or \$180.00 (one pair per two-year period) for the cost of such footwear (with the presentation of a receipt) purchased at the store of the Employee's choice, ~~to a maximum of one pair per calendar year.~~
 - (c) The Board, in order to maintain a safe working environment, shall endeavour to work with the Association and carry out all reasonable requests pertaining to safe working conditions.
- 4.09 All vacancies in positions of added responsibility in Plant Operations and all positions in Plant Maintenance and Construction, except temporary vacancies, will be posted. These positions will be posted internally for six working days in order for permanent full-time and part-time employees of the Board to apply, before posting externally.
- 4.10 All vacancies in permanent secondary school positions in Plant Operations, other than positions of added responsibility, will be filled by appointing the employee with the most seniority who responds in writing to a notice of opportunity that is announced semi-annually.
- 4.11 Temporary vacancies in positions of added responsibility in Plant Operations that are:
- (a) for less than a six month period of time may be filled through a transfer of an employee by the Manager of Plant Operations.
 - (b) for six months or more will be posted internally.

ARTICLE V - ASSOCIATION GRIEVANCE COMMITTEE

- 5.01 The Employer recognizes the Association's Grievance Committee which shall consist of the President, Secretary, Steward and Chief Steward. Alternates may be substituted.
- 5.02 The Employer shall instruct all members of its supervisory staff to cooperate with the members of the Grievance Committee in the carrying out of the terms and requirements of this Agreement.
- 5.03 The Association undertakes to secure from its officers and members their cooperation with the Employer and with all persons representing the Employer in any supervisory capacity, Foreperson, Supervisor of Custodial Services, Assistant Supervisor of Custodial Services and persons above the rank of Supervisor.

ARTICLE VI - GRIEVANCE PROCEDURE

6.01 It is the mutual desire of the parties hereto that complaints by Employees be adjusted as quickly as possible. A grievance of an Employee properly arising under this Agreement, including any matter relating to salaries or other conditions, and questions of interpretation or application of, or compliance with, the provision of this agreement or appropriate Human Rights Code or Labour Relations Act.

6.02 (a) Step No. 1

It is understood that an Employee has no grievance until the Employee has first given the appropriate Supervisor who is outside the bargaining unit an opportunity to adjust the complaint. If an Employee has a complaint, it shall be discussed with the Supervisor within ten (10) working days after the Employee becomes aware, or would reasonably be expected to become aware, of the circumstances giving rise to the complaint and, in doing so, the Employee may have the assistance of the Employee's Steward if the Employee so desires. The Supervisor will, within ten (10) working days of having been made aware by the Employee of the complaint, advise the Employee of the decision regarding the complaint. The Employee, may then, within ten (10) working days of receiving the Supervisor's decision, take the matter up as a grievance in the following manner and sequence.

(b) Step No. 2

The aggrieved Employee, shall present the grievance in writing to the appropriate Supervisor who is outside the bargaining unit. Such grievance shall indicate the article of the Agreement which has been violated where applicable. The Employee shall have the assistance of one member of the Grievance Committee. The Supervisor will, within five (5) working days of receiving the written grievance advise the Employee, in writing, of the decision regarding the grievance. Should no settlement satisfactory to the Employee is reached, the next step in the grievance may be taken at any time within five (5) working days thereafter.

(c) Step No. 3

The Association, on behalf of the aggrieved Employee, must submit the grievance, in writing, to the appropriate Manager who shall consider it in the presence of the aggrieved Employee and the Grievance Committee within ten (10) days from the receipt of the grievance. The Supervisor may be present if so required by the Manager. The Manager will, within five (5) working days of hearing the grievance, advise the Association, in writing, of the decision regarding the grievance. Should no settlement satisfactory to the Association be reached, the next step in the grievance procedure may be taken at any time within five working days thereafter.

(d) Step No. 4

The Association, on behalf of the aggrieved Employee shall submit the grievance in writing to the Superintendent of Human Resources, or designate, who shall consider it in the presence of the aggrieved Employee and the Grievance Committee within ten (10) days from the receipt of the grievance. The Manager involved in the grievance procedure, Step Number 3, may be present if so required by the Superintendent of Human Resources or designate. The Superintendent of Human Resources or designate will, within ten working days of hearing the grievance, advise the Association, in writing, of the decision regarding the grievance. Should no settlement satisfactory to the Association be reached the grievance may be referred by the Association or the Board to Arbitration as provided in ARTICLE VII hereof.

- 6.03 (a) All time limits for the grievance procedure may be extended upon written consent of the parties.
- (b) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- 6.04 In the event of the reinstatement, through the grievance procedure, of an Employee who has been suspended or discharged, such Employee shall be reinstated to the Employee's former position without loss of seniority and shall receive the Employee's regular salary, premium, on-call pay and Board paid benefits, but shall not receive overtime or emergency call-back pay for the period of suspension or discharge.

ARTICLE VII - ARBITRATION

- 7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in ARTICLE VI, and which has not been settled, may be referred to a Board of Arbitration and where both parties agree, a single Arbitrator may be substituted for an Arbitration Board.
- 7.02 In the case of a single Arbitrator, the parties shall endeavour to agree on the selection of an Arbitrator, and in the event that they fail to do so, the Minister of Labour will be asked to nominate an Arbitrator in accordance with the provision in 7.05.
- 7.03 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Association and a third person to act as Chairperson, chosen by the other two members of the Board.

- 7.04 Within five working days of the request by either party for a Board, each party shall notify the other of the name of the appointee.
- 7.05 Should the person chosen by the Employer to act on the Board and the person chosen by the Association fail to agree on a third person within seven (7) days of the notification mentioned in 7.04, the Minister of Labour for the Province of Ontario will be asked to appoint a Chairperson forthwith.
- 7.06 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be final and binding on both parties. If there is no majority decision, then the decision of the Chairperson shall govern.
- 7.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions.
- 7.08 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and of its own witnesses; and the parties will jointly bear the expenses of the Chairperson.
- 7.09 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE VIII - MANAGEMENT/ASSOCIATION GRIEVANCES

- 8.01 It is understood that the Employer may bring forward, at any meeting held with the Association Grievance Committee any complaint with respect to conduct of the Association, its officers or members, or any complaint that a contractual obligation undertaken by the Association has been violated, and that, if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an Employee.
- 8.02 Should any difference arise between the Employer and the Association as to the interpretation or alleged violation of the provisions of this Agreement affecting the Association as such, the Association shall have the right to bring forward, at any meeting held with the Employer under the grievance procedure, any such complaint. If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an Employee.

ARTICLE IX – NO STRIKES OR LOCKOUTS

- 9.01 The Association agrees that, during the term of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, and the Employer agrees that there will be no lockout. "Strike" and "lockout" shall be as defined in the Labour Relations Act.

9.02 The Employer shall have the right to discharge or otherwise discipline Employees who take part in or instigate any illegal strike, picketing, stoppage or slowdown.

ARTICLE X - SENIORITY

The rules herein respecting seniority and competence are designed to give Employees security based on length of service with the Employer.

10.01 In all cases of promotion and posted positions, the following two (2) factors shall be considered:

- (a) seniority of the applicants, and
- (b) skills, competence, efficiency, reliability, training, experience, and past work record with the Employer.

When factor (b) is relatively equal between two (2) or more applicants, seniority shall govern.

10.02 (a) That in the event of layoffs, recall after layoffs, and return to work after leave of absence for illness, seniority by job classification is defined as seniority within:

- (i) Plant Operations Department
- (ii) Plant Maintenance and Construction Department.

(b) That for the purpose of layoffs, recalls after layoffs, and return to work after leave of absence for illness, seniority by job classification shall govern.

- (i) Before permanent employees in a department are laid off, all students followed by all Custodial Maintenance Helpers in both classifications shall be laid off.
- (ii) Permanent employees with the lowest seniority within a department will be laid off first.
- (iii) Permanent employees with the highest seniority within a department will be recalled first.
- (iv) All permanent employees in both departments will be recalled before Custodial Maintenance Helpers.

10.03 Seniority shall terminate when an Employee:

- (a) voluntarily quits;
- (b) is permanently promoted or permanently transferred outside the bargaining unit, subject to 10.05 (b);

- (c) is discharged and is not reinstated through the grievance procedure or arbitration;
- (d) has been on layoff for a continuous period of two years;
- (e) has been on layoff for a continuous period of less than two years and who, when notified by registered mail or telegram addressed to the last known address the Employee has recorded with the Employer, fails to notify the Employer within five working days that the Employee is intending to return to work and unless the Employee returns to work as soon as possible after receiving notice and in any event within seven working days of the mailing or other communication of such notice;
- (f) fails to return to work immediately after the expiration of a leave of absence;
- (g) is absent from work without authorization from the Employer;
- (h) is adjudged unable to return to work according to item 14.04.

10.04 An Employee shall accumulate seniority under any of the following conditions:

- (a) while at work for the Employer, after completion of the probationary period as set out in 1.04;
- (b) during any period when the Employee is prevented from performing the Employee's work for the Employer by reason of injury arising out of and in the course of their employment for the Employer and for which the Employee is receiving compensation under the provisions of the Workplace Safety & Insurance Act;
- (c) during any absence due to medically certificated illness or leave of absence for which the Employee has written approval;
- (d) An Employee who does not qualify to accumulate seniority under item 10.04 shall maintain the Employee's existing seniority unless and until the Employee loses same pursuant to item 1.04.

10.05 (a) In the event an Employee is or has been temporarily promoted or temporarily transferred to another Waterloo Region District School Board position outside the bargaining unit and for any reason is returned to a position within the bargaining unit within one year or less, the Employee shall be credited with the seniority the Employee held at the time of the transfer out of the bargaining unit.

(b) In the event an Employee is or has been permanently promoted or permanently transferred to another Waterloo Region District School Board position outside the bargaining unit and for any reason is returned to a position within the bargaining unit:

- (i) within six months or less, the Employee shall be credited with the seniority the Employee held at the time of transfer out of the bargaining unit,
- (ii) after more than six months, the Employee shall return with no bargaining unit seniority.

10.06 (a) Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer under the terms of this Agreement.

(b) For Permanent Part-time Employees, seniority shall be based upon the relative hours worked per year. i.e., (20 hours per week = $\frac{1,040}{2,080}$ x 1 year = 6 months seniority).

ARTICLE XI - TEMPORARY TRANSFERS

11.01 Employees who are temporarily transferred to another job in which the rate of pay is different from that in effect in such Employee's regular job shall be paid while so employed as follows:

- (a) If the rate of pay in the job to which the Employee is transferred is less than the Employee's regular pay, the Employee shall receive the Employee's regular rate of pay.
- (b) If the rate of pay for the job to which the Employee is transferred is higher than the Employee's regular pay, the higher rate shall be paid from the first day, provided the Employee has completed at least three continuous working days in such position.
- (c) The reference to the rate of pay in a job is intended to mean any responsibility allowance provided for or a higher rate paid to a skilled worker. It is not intended to include a higher rate paid due to length of service.

NOTE: This clause does not apply to custodial personnel who may fill in when a Head Custodian is on vacation during summer periods.

ARTICLE XII - BEREAVEMENT LEAVE

12.01 (a) Leave without lost of pay for up to five working days, depending upon circumstances and at the discretion of the employee, may be given for a bereavement in the immediate family which shall include:

- | | |
|------------|---------------------------------|
| Father | Sister |
| Mother | Brother |
| Stepfather | Spouse (<u>or equivalent</u>) |
| Stepmother | Stepson |
| Son | Stepdaughter |
| Daughter | Fiancé(e) |
| | Ward |

- (b) Leave without loss of pay for up to three working days, depending on circumstances and at the discretion of the employee, may be given for a bereavement in the immediate family which shall include:

Stepsister	Mother-in-law
Stepbrother	Son-in-law
Grandmother	Daughter-in-law
Grandfather	Brother-in-law
Grandchild	Sister-in-law
Father-in-law	Guardian

- (c) Additional leave without loss of pay for up to two days may be granted under (a) and (b) for travel time, only if such is required.
- (d) Leave without loss of pay up to two (2) working days per year may be granted for bereavement of aunt, uncle, niece, nephew or close personal friend, subject to the conditions outlined in 13.02.
- (e) Bereavement leave does not apply when an Employee is absent due to illness or paid vacation.

ARTICLE XIII - LEAVE OF ABSENCE

- 13.01 (a) An Employee may be granted leave of absence with or without loss of pay and without loss of seniority at the discretion of the Board.
 - (b) Written requests for such leave showing good and sufficient reason for leave must be submitted to the Superintendent of Human Resources, for approval, two months prior to the date on which the leave is to commence. A shorter notice period will be acceptable under extenuating circumstances.
- 13.02 An Employee shall be entitled to leave without loss of pay and without loss of seniority for up to three working days per year for the following purposes and subject to the restrictions indicated:
- (a) Bereavement leave for aunt, uncle, niece, nephew or close personal friend as outlined in 12.01 (d) to a maximum of two working days per year.
 - (b) Writing examinations, but not including preparation time, to a maximum of one working day per year.

- (c) Attendance at graduation ceremonies when the Employee, Employee's spouse and/or children are the recipient of a degree, to a maximum of one working day per year.
 - (d) An Employee may be granted one day parental leave without loss of pay in order to be with the spouse; such day to be taken either at the time of birth or to help in the home upon the arrival at home of a newborn or adopted child.
 - (e) Leave to observe Religious Holy days required by an Employee in addition to paid leave days provided in 13.06 below.
- 13.03 An Employee, who by reason of summons to serve as a juror or of a subpoena to serve as a witness in any proceeding to which the Employee is not a party or one of the persons charged, will be granted the necessary leave of absence, without loss of pay or seniority provided that the payment the Employee receives from the court, exclusive of expenses, is turned over to the Employer.
- 13.04 An Employee is entitled to leave without loss of pay and without deduction from the sick leave account for up to one-half day due to illness of father, mother, child or spouse until suitable nursing help may be obtained, to a limit of two half-days per year.
- 13.05 (a) An Employee who has successfully completed the required probationary period shall be granted leave with pay for up to one day for each school year (September 1 to August 31) for the purpose of attending to personal matters. This day may be taken as one eight-hour day or two four-hour half days.
- (b) Arrangements for this day will be made through the Employee's immediate supervisor. It shall be understood that in all cases such absences shall not require replacement personnel and will be at no additional cost to the Board. A reason is not required for the "personal day".
- 13.06 Leave to observe religious holy days:
- (a) Only religious holy days which fall on a work day where the Employee is forbidden to work by the Employee's religion will be considered.
 - (b) Employees applying for such religious holy days will give one month's written notice to the Superintendent of Human Resources of the pending religious holy day(s).
 - (c) Leave to observe religious holy days will be limited to a maximum of three days with pay and without deduction from the accumulated sick leave account. Days in excess of three will be without pay, except as otherwise provided in 13.02(e) above.

- 13.07 (a) Maternity Leave shall be granted as provided by The Employment Standards Act and the regulations established thereunder.
- (b) The Employer's share of contributions for benefits covered under Article XV shall be paid on behalf of the Employee for the statutory portion of the Maternity Leave.
- (c) Sick days may be used for leave prior to the maternity leave, with a statement from a qualified medical practitioner attesting to the need.
- (d) An Employee may request a pre-natal leave or a post-natal leave; such a request shall be granted if the terms are mutually agreeable to the Employee and the Board or its agent. The leave, including the statutory portion, shall not normally exceed one year and shall be without pay and without loss of seniority.

13.08 Supplemental Employment Benefit Plan

During a period of pregnancy leave the Board will pay for the first two weeks, payments equivalent to ~~60%~~ 75% of the salary that would have been received if the Employee had not been on leave.

ARTICLE XIV - CUMULATIVE SICK LEAVE

- 14.01 (a) Sick leave for full-time Employees actively at work shall be based on an allowance of two days per month and the unused portion shall accumulate to a maximum of two hundred and sixty days.
- (b) Sick Leave for Custodial III personnel actively at work shall be based on an allowance of two days per month and the unused days shall accumulate to a maximum of two hundred and sixty days.

Payment shall be made on the basis of the number of days entitlement, multiplied by the average number of hours worked per day by the Employee, multiplied by the Employee's hourly rate.

- 14.02 Any Employee who is or has been absent due to illness or injury in excess of three days shall, when required by the Employer, produce a statement, paid for by the Employee, from a qualified medical practitioner attesting to such illness or injury. The Employer may also require a statement, paid for by the Employer, from a physician designated by the Employer indicating whether the Employee is fit to assume regular or modified work.
- 14.03 (a) When an Employee has submitted a claim to the Workplace Safety & Insurance Board, the Employer will advance the Employee a net payment* during the absence and the

Employee's accumulated sick leave account will be charged one (1) full day for each day absent until the Employee's accumulated sick leave has expired or until the Workplace Safety & Insurance Board renders a decision, whichever comes first.

- (b) Should the Workplace Safety & Insurance Board allow the lost time, the Employee's accumulated sick leave account will be adjusted within fifteen (15) working days of the Employer receiving written confirmation from the Workplace Safety & Insurance Board, to reflect the appropriate percentage top up not covered by Workplace Safety & Insurance Allowance. When the Employee's accumulated sick leave account has expired, the Workplace Safety & Insurance Allowance will be paid by the Workplace Safety & Insurance Board directly to the Employee and the Employee will be placed on an approved leave of absence, without pay.
- (c) Should the Workplace Safety & Insurance Board deny the lost time, the Employee's accumulated sick leave account will continue to be charged one (1) full day for each day absent until the Employee returns to work or until the Employee's accumulated sick leave account has expired, whichever comes first. The amount of any advance paid to the Employee, will be converted fully to sick leave salary, necessary to remit the Employee's federal income tax, employment insurance premiums, and Canada Pension Plan contribution. At the expiration of the Employee's accumulated sick leave, the procedure outlined in Article XIV, 14.04 will apply.
- (d) Should the Employee's accumulated sick leave account expire before the Workplace Safety & Insurance Board renders a decision, Human Resources will meet with the Employee to outline the options until a decision is rendered. Where possible, Human Resources will meet with the Employee prior to the Employee's accumulated sick leave expiring.
 - (i) Option 1: The Employer will continue to advance the Employee a net average payment and should the Workplace Safety & Insurance Board deny the lost time or should the Employee elect not to claim compensation, any overpayment made by the Employer to the Employee will be recovered from the Employee by the Employer. If the Employee is unable to return to work, the procedure outlined in Article XIV, 14.04 will apply.
 - (ii) Option 2: The Employer will continue to advance the Employee a net average payment and should the Workplace Safety & Insurance Board allow the lost time, the procedure outlined in Article XIV, 14.03 (b) will apply.

*net payment is an approximation of the employee's usual net average pay.

- 14.04 (a) At the expiration of an Employee's sick leave benefits, the Employer shall receive from a physician or a medical specialist mutually agreed to by the Employee and the Employer, a statement which will indicate one of the following:
- (i) The Employee should be able to resume the Employee's regular or modified duties with the Board.
 - (ii) The Employee is sufficiently disabled that the Employee is unable to carry out any duties for the Board and the employment should, therefore, be terminated.
- (b) The Employer is prepared to grant a leave of absence for illness or injury for up to one year under the circumstances referred to in 14.04 (a) (i) and will guarantee a similar position for the Employee on the Employee's return. However, if at the expiration of the Employee's leave of absence for illness or injury, the Employee is not sufficiently recovered to resume duties with the Board, the Employee's employment will be terminated and the Association will be so advised.

ARTICLE XV - BENEFIT PLANS

The Waterloo Region District School Board plan is as described below and is available to all members of the Board's custodial and maintenance staff. Board contribution is pro-rated for Custodial III staff.

Coverage under the plan is available as follows:

15.01 Extended Health Benefit Plan

- (a) Custodial and maintenance staff will have the option to participate in a plan that provides the maximum allowable of "Eligible Expenses" not covered by O.H.I.P. This benefit will have a \$50 annual deductible clause for all eligible expenses except semi-private hospital coverage which shall be fully paid.
- (b) The cost of the premium to be paid in the following manner:
90% by the Board; 10% by the Employee.

15.02 Basic Group Life Insurance and Accidental Death and Dismemberment

- (a) (i) All members of the custodial and maintenance staff may select either \$2,000 or \$25,000 coverage.
- (ii) The cost of the premium to be paid in the following manner:
90% by the Board; 10% by the Employee.
- (iii) Every new member of the Board's custodial and maintenance staff is required to participate in this plan.

(b) Optional Group Life Insurance

Effective September 1, 2003:

In addition to the basic group life insurance, Employees insured for \$25,000 basic life insurance may have an optional amount of insurance in increments of \$10,000; from \$10,000 up to and including ~~\$210,000~~ \$250,000, ~~in the Agreement period.~~

The premium cost of such optional coverage to be paid by the Employee.

Note: The Board will inform the C.A.M.A. Executive of the time of the annual open enrolment period.

15.03 Dental Plan

(a) The premium cost for basic dental plan is to be paid in the following manner:

For the period January to December of the Agreement period:

90% by the Board and 10% by the Employee.

(b) As of January 1, 1978, every new member of the Board's custodial and maintenance staff who is not enrolled in a dental plan is required to participate in this plan.

Note: Any improvement in group insurance benefits made for the Board's teaching and office staff will automatically be reflected in this Agreement.

15.04 Survivor Benefit

On the death of a member covered by this Agreement, the Board will continue Extended Health and Dental coverage for the eligible spouse/ dependent(s) of the deceased member of staff, for a maximum period of two years, on payment of 100% of the premium cost.

15.05 (a) Pensioners are eligible to remain on the group billing for Extended Health Care and Dental coverage on payment of 100% of the premium. Effective September 1, 2001, pensioners will be pooled into a separate group for Extended Health Care and Dental Coverage.

(b) On the death of a pensioner who has retained Extended Health Care and/or Dental coverage, the eligible spouse/dependent(s) is eligible to continue such coverage for a maximum period of two years, on payment of 100% of the premium cost as provided in (a) above by the deceased pensioner's spouse/ dependent(s).

15.06 O.M.E.R.S. Type I Pension

Effective September 1, 1984, full-time Employees under this Agreement will be covered under O.M.E.R.S. Type I Supplementary Pension Plan. This plan provides additional service credits for those years of employment with Waterloo Region's predecessor Boards which took place prior to the Employee's enrolment in the basic O.M.E.R.S. Plan.

ARTICLE XVI - RETIREMENT GRATUITY

16.01 Upon retirement on an O.M.E.R.S. Pension, or at normal retirement age as defined by Board Policy, an Employee of ten or more years of consecutive service immediately prior to retirement with this Board or its County of Waterloo predecessors shall be eligible for a Retirement Gratuity calculated on the following basis:

- *(a) From September 1, 1977, full accumulation of sick leave days will be permitted for Retirement Gratuity purposes only.
- (b) The daily rate shall be 1/260 of the starting salary for Custodial I position.
- (c) The calculation shall be $**RSLD/2 \times (1/260 \text{ of the starting salary Custodial I})$ to a maximum of one-half of maximum salary of Custodial I or one-half the Employee's salary in the last year of employment, whichever is less.

****RSLD = Retirement Sick Leave Days**

- (d) An Employee with twenty years of service with the Waterloo Region District School Board or its predecessors will under no circumstance, receive less than ten per cent of the Employee's annual salary.
- (e) Payment of Sick Leave Credit Retirement Gratuity may be made by a method mutually agreeable to both the Board and to the Employee and consistent with legislative requirements.
- (f) If an Employee's employment is terminated by reason of disability in accordance with Article XIV, any unused retirement gratuity sick leave days accumulated will be held in reserve for retirement gratuity purposes if and when the Employee is eligible for such benefits. The Retirement Gratuity calculation will be based on the salary schedule which existed at the time employment was terminated.
- (g) In the event of the death of a full-time Employee after ten or more years of consecutive service, the amount of Sick Leave Credit Retirement Gratuity that would have been paid to the Employee if the Employee had retired on the date of the Employee's death shall be paid to the Employee's estate.

- (h) The Retirement Gratuity will be paid one time only.

*Sick leave days for sick leave purposes only will accumulate in a separate account and will not exceed a maximum accumulation of 260 days.

Note:

- (1) This sick leave credit retirement gratuity plan is agreed upon saving the rights which the Employee or the Board may have acquired prior to this date under and by virtue of subsection 8, Section 84 of Bill 44 - An Act To Amend The Secondary Schools and Boards of Education Act.
- (2) An Employee will not receive less retirement gratuity than provided under the 1976-77 C.A.M.A. Agreement.

ARTICLE XVII - ANNUAL VACATION AND PAID HOLIDAYS

17.01 Vacations

- (a) For all Employees actively at work, covered by this Agreement, vacations are calculated on the basis of years of continuous service exclusive of Employer approved Leave of Absences (Article 13.01(a)) of five (5) consecutive days or more to August 31, of the current year resulting in an adjustment to the employee's current vacation eligibility start date.
- (b) Effective September 1, 2003 the Vacation Plan is as follows:

less than one year of service	pro-rated
1 year - 2 weeks	(4%)
3 years - 3 weeks	(6%)
6 years - 3 weeks plus 1 day	(6.4%)
7 years - 3 weeks plus 2 days	(6.8%)
8 years - 3 weeks plus 3 days	(7.2%)
9 years - 3 weeks plus 4 days	(7.6%)
10 years - 4 weeks	(8%)
13 years - 4 weeks plus 1 day	(8.4%)
14 years - 4 weeks plus 2 days	(8.8%)
15 years - 4 weeks plus 3 days	(9.2%)
16 years - 4 weeks plus 4 days	(9.6%)
17 years - 5 weeks	(10%)
21 years <u>19 years</u> - 5 weeks plus 1 day	(10.4%)
22 years <u>21 years</u> - 5 weeks plus 2 days	(10.8%)
23 years - 5 weeks plus 3 days	(11.2%)

24 years - 5 weeks plus 4 days (11.6%)
25 years - 6 weeks (12%)

Note:

- (1) If a paid holiday occurs during an Employee's vacation, a day in lieu of the holiday will be given either in conjunction with the Employee's vacation or at a time mutually agreed upon.
- (2) All vacations can be taken between January 1 and December 31 of the calendar year for each contract year. Carryover of vacation must be approved by the appropriate Manager.
- (3) Employees entitled to in excess of four weeks' vacation shall take such excess vacation at a time mutually agreed upon between the Employee and the Employee's Supervisor outside the bargaining unit.
- (4) Should an Employee be on sick leave preceding the vacation and such illness is expected to encroach upon the scheduled holidays, then the Employee may be considered to be on sick leave and the scheduled holidays will be taken at a mutually agreed upon time between the Employee and the Employee's Supervisor outside the bargaining unit.

17.02 Paid Holidays

The following days are considered paid holidays for the term of the Agreement period:

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

- (a) When a paid holiday falls on an Employee's regular day off, the Employee shall receive another day with pay in lieu thereof, at a time mutually agreeable to the immediate supervisor and the Employee.
- (b) The foregoing holidays will be granted with pay at the Employee's regular rate of pay provided that the Employee works the full regular shift immediately preceding and immediately following such holiday.

ARTICLE XVIII - HOURS OF WORK

- 18.01 (a) All full-time Employees shall work a 40-hour work week based on five days of eight hours each day, Monday to Friday, except Custodial III staff as defined in 18.04.

- (b) Day shift shall fall between the hours of 7:00 a.m. and 4:30 p.m., consisting of an eight hour work shift with up to a one-hour unpaid lunch period.
- (c) Evening shift shall fall between the hours of 3:00 p.m. and 12 midnight, consisting of an eight-hour work shift with a one-half hour paid lunch.
- (d) Night shift shall fall between the hours of 11:00 p.m. and 8:00 a.m., consisting of an eight-hour shift with a one-half hour paid lunch.
- (e) Shift hours may be changed upon mutual agreement between an Employee and the immediate Supervisor. The Association will be notified.

18.02 Five minutes wash up time before regular quitting time to be granted.

18.03 Two ten-minute rest periods during each eight hour day shift and one ten-minute rest period for evening and night shifts as per established timetable.

18.04 For Custodial III staff, daily hours of work shall be as specified by the Employer and normally these hours shall be between 3:00 p.m. and 10:00 p.m. The work week shall be based on those specified hours for five (5) days each week.

The hours shall not exceed seven hours per day or thirty-five hours per week.

ARTICLE XIX - OVERTIME

19.01 All approved time worked over a regular eight-hour shift shall be paid at the rate of time and one-half.

19.02 (a) Time worked on Saturdays shall be paid at the rate of time and one-half, except when the Saturday forms part of a regularly scheduled shift.

(b) Time worked on Sundays shall be paid at the rate of double time, except when the Sunday forms part of a regularly scheduled shift.

(c) Time worked on statutory holidays, approved by legislation, shall be at double time and one-half except when the holiday forms part of a regularly scheduled shift.

(d) Time worked on holidays, paid for by the Board, shall be at double time except when the holiday forms part of a regularly scheduled shift.

- (e) Time worked on a Saturday immediately following a holiday Friday, or preceding a holiday Monday, paid for by the Board, shall be at a rate of double regular time, except when such work forms part of a regular shift.
- 19.03 (a) Staff who are required to work overtime may, upon the approval of the Supervisor, take time off in lieu of overtime payment. Such time, approved by the Supervisor, will be in the same manner as described in Items 19.01 and 19.02.
- (b) Once approval has been given by the supervisor for the dates(s) when lieu time may be taken, a change may only be made by mutual consent.
- (c) Days off in lieu of overtime payment must be used by the end of the calendar year, unless otherwise approved by the Board.
- 19.04 Overtime rates to be arrived at by dividing the Employee's salary by 2080.
- 19.05 Any Custodial III working over the hours of their normal daily shift will be paid at the rate of time and one-half.

ARTICLE XX - SALARIES AND HOURLY RATES

20.01 (a) (i) Effective September 1, 2003:

	Start	6 mos.	12 mos.	18 mos.	24 mos.	Increment
Custodian I	<u>30,943</u>	<u>32,326</u>	<u>33,709</u>	<u>35,092</u>	<u>36,475</u>	<u>1,383</u>
Custodian II	<u>23,618</u>	<u>24,613</u>	<u>25,608</u>	<u>26,603</u>	<u>27,598</u>	<u>995</u>
Custodian III	<u>11.35</u>	<u>11.83</u>	<u>12.31</u>	<u>12.79</u>	<u>13.27</u>	<u>0.48</u>
Maint. Serviceperson	<u>33,051</u>	<u>34,439</u>	<u>35,827</u>	<u>37,215</u>	<u>38,603</u>	<u>1,388</u>
Stationary Engineer	<u>38,812</u>	<u>40,234</u>	<u>41,656</u>	<u>43,078</u>	<u>44,500</u>	<u>1,422</u>
Tradesperson	<u>40,234</u>	<u>41,656</u>	<u>43,078</u>	<u>44,500</u>	N/A	<u>1,422</u>
Certified Tradesperson	<u>43,870</u>	<u>47,409</u>	N/A	N/A	N/A	<u>3,539</u>

Custodial & Maint. Helpers \$14.87
 Stationary Engineer & Trades Helpers \$15.90
 Certified Trades Helpers \$18.67

	Minimum	Resp. Allow.	Maximum	Increment
Custodial Department Head				
Secondary School	<u>\$35,548</u>	<u>\$2,334</u>	<u>\$39,811</u>	<u>\$1,421</u>
Head Custodial - Elementary				
A	<u>\$34,280</u>	<u>\$1,954</u>	<u>\$38,429</u>	<u>\$1,383</u>
B	<u>\$33,888</u>	<u>\$1,563</u>	<u>\$38,037</u>	<u>\$1,383</u>
C	<u>\$33,500</u>	<u>\$1,174</u>	<u>\$37,649</u>	<u>\$1,383</u>
D	<u>\$33,306</u>	<u>\$980</u>	<u>\$37,455</u>	<u>\$1,383</u>

Lead Hand	<u>\$32,550</u>	<u>\$1,607</u>	<u>\$38,082</u>	<u>\$1,383</u>
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(ii) Effective August 31, 2004:

	Start	6 mos.	12 mos.	18 mos.	24 mos.	Increment
Custodian I	<u>31,566</u>	<u>32,966</u>	<u>34,367</u>	<u>35,786</u>	<u>37,196</u>	<u>1,410</u>
Custodian II	<u>24,086</u>	<u>25,101</u>	<u>26,116</u>	<u>27,131</u>	<u>28,146</u>	<u>1,015</u>
Custodian III	<u>11.57</u>	<u>12.06</u>	<u>12.55</u>	<u>13.04</u>	<u>13.53</u>	<u>0.49</u>
Maint. Serviceperson	<u>33,705</u>	<u>35,120</u>	<u>36,535</u>	<u>37,950</u>	<u>39,365</u>	<u>1,415</u>
Stationary Engineer	<u>39,580</u>	<u>41,030</u>	<u>42,480</u>	<u>43,930</u>	<u>45,380</u>	<u>1,450</u>
Tradesperson	<u>41,030</u>	<u>42,480</u>	<u>43,930</u>	<u>45,380</u>	N/A	<u>1,450</u>
Certified Tradesperson	<u>44,739</u>	<u>48,348</u>	N/A	N/A	N/A	<u>3,609</u>

Custodial & Maint. Helpers	<u>\$15.16</u>
Stationary Engineer & Trades Helpers	<u>\$16.21</u>
Certified Trades Helpers	<u>\$19.04</u>

	Minimum	Resp. Allow.	Maximum	Increment
Custodial Department Head				
Secondary School	<u>36,252</u>	<u>2,380</u>	<u>40,599</u>	<u>\$1,449</u>
Head Custodial - Elementary				
A	<u>34,959</u>	<u>1,993</u>	<u>39,189</u>	<u>\$1,410</u>
B	<u>34,559</u>	<u>1,594</u>	<u>38,789</u>	<u>\$1,410</u>
C	<u>34,163</u>	<u>1,197</u>	<u>38,393</u>	<u>\$1,410</u>
D	<u>33,965</u>	<u>999</u>	<u>38,195</u>	<u>\$1,410</u>
Lead Hand	<u>33,195</u>	<u>1,639</u>	<u>38,835</u>	<u>\$1,410</u>

(b) Payment of Salaries

1. Employees who have completed their probationary periods, will receive an adjustment on their six-month anniversary of their placement on the permanent roll. Further adjustments shall follow as per ARTICLE 20.01 (a) following a satisfactory performance review.
2. Adjustments are not automatic. Recommendations for adjustments must be received by the Superintendent of Human Resources from the Superintendent of Business Services. Such recommendations shall be effective on the appropriate date.

In the event the adjustment is not recommended, the Employee's supervisor shall personally inform the Employee of the reason, prior to the adjustment date. The Employee may request the steward to be present if desired.

3. (i) For the period September 1, 2003 to August 31, 2004 payment of salaries shall take place on the following dates:

September	<u>5</u>	January	<u>9</u>	May	<u>14</u>
September	<u>19</u>	January	<u>23</u>	May	<u>28</u>
October	<u>3</u>	February	<u>6</u>	June	<u>11</u>
October	<u>17</u>	February	<u>20</u>	June	<u>25</u>
October	<u>31</u>	March	<u>5</u>	July	<u>9</u>
November	<u>14</u>	March	<u>19</u>	July	<u>23</u>
November	<u>28</u>	April	<u>2</u>	August	<u>6</u>
December	<u>12</u>	April	<u>16</u>	August	<u>20</u>
December	<u>24</u>	April	<u>30</u>		

(c) Cost of Living Allowance

- (i) For the period January 1, 1995 to December 31, 1995, in addition to the salary for the members of C.A.M.A. under the contract for 1995, determined from the grid scale for 1995, an allowance for increase in the cost of living shall be paid in one lump sum, and this shall be rolled into the grid salary, prorated where necessary.

For the purpose of calculating C.O.L.A., the Consumer Price Index for Canada on December 31, 1994, shall be the base for this Agreement. For the purpose of this Agreement, the allowance shall be calculated as follows:

Members of C.A.M.A. shall receive a cost-of-living allowance equal to the rate of increase or decrease in C.P.I. for Canada, accurate to the nearest tenth of one per cent from the base month of December 31, 1994, to the end of the contract period, December 31, 1995. The calculation shall commence when the C.P.I. increase exceeds 5.5%. The percentage arrived at will be applied to the grid salary, divided by 12, and monthly amounts thus calculated will be added to the salary payment of February 1996.

This calculation will not reflect any increase in C.P.I. beyond 8.0%.

- (ii) For the period January 1, 1996 to December 31, 1996, in addition to the salary for the members of C.A.M.A. under the contract for 1996, determined from the grid scale for 1996, an allowance for increase in the cost of living shall be paid in one lump sum, and this shall be rolled into the grid salary, prorated where necessary.

For the purpose of calculating C.O.L.A., the Consumer Price Index for Canada on December 31, 1995, shall be the base for this Agreement. For the purpose of this Agreement, the allowance shall be calculated as follows:

Members of C.A.M.A. shall receive a cost-of-living allowance equal to the rate of increase or decrease in C.P.I. for Canada, accurate to the nearest tenth of one per cent from the base month of December 31, 1995, to the end of the contract period, December 31, 1996. The calculation shall commence when the C.P.I. increase exceeds 5.5%. The percentage arrived at will be applied to the grid salary, divided by 12, and monthly amounts thus calculated will be added to the salary payment of February 1997.

This calculation will not reflect any increase in C.P.I. beyond 8.0%.

- 20.02 (a) Those in positions of Maintenance Servicepersons and currently paid a Tradesperson rate of pay will, as of September 1987, be reclassified as Maintenance Servicepersons; they will continue to receive the Tradesperson's rate while in their current position.

- (b) Those in positions of Maintenance Servicepersons and currently paid the Maintenance Servicepersons rate of pay and all new Employees employed as Maintenance Servicepersons will be paid the Maintenance Servicepersons rate of pay.

20.03 Apprentices

(a) Apprentices Hired From Outside The Board

- (i) Apprentice employees hired from outside the School Board, including CMH employees, under a contract of apprenticeship registered with the Ministry of Education and Training shall be covered under the terms of this Agreement except that rates of pay shall be as determined by the Ontario Training and Adjustment Board, the apprentice employee and the employer. Such apprentices shall become members of the Association and shall pay Association dues as provided for in Article III, for the duration of the contract of apprenticeship or until termination, whichever is earliest.
- (ii) If a position requiring the certificate that is granted under the apprentice employee's contract of apprenticeship is posted within 30 days of the completion of the contract of apprenticeship and the apprentice employee has been granted the certificate, the apprentice employee may apply to the internal posting.
- (iii) The Employer will not be obliged to provide employment with the Board.
- (iv) If permanent employment commences in any category, seniority rights will apply from the date of employment as an apprentice.

(b) Apprenticeship Awarded To Permanent Employees

A permanent employee awarded, through a posting by the Employer, a contract of apprenticeship registered with the Ministry of Education and Training shall continue to be covered under the terms of this agreement, except that the rates of pay shall be determined by the Ontario Training and Adjustment Board, the employee, the Association and the employer. Upon completion of the contract of apprenticeship, the employee shall return to regular employment in the employee's former position.

20.04 Allowances

- (a) Effective January 1, ~~1997~~ 2003, a maintenance serviceperson, stationary engineer, maintenance tradesperson or maintenance certified tradesperson who has a current certificate covered by provincial legislation or provincial regulation, and required by the Board for the position, to complete duties as hired in the trade, ~~in a trade regulated by the Ministry of~~

~~Education and Training and the Ministry of Consumer and Commercial Relations, which is on file with Human Resources, will be paid \$150.00 for each certificate to a maximum of:~~

- (i) \$300 per year for a maintenance service person;
- (ii) \$450 per year for a stationary engineer or maintenance tradesperson;
- (iii) \$600 per year for a maintenance certified tradesperson.

It is further understood that the certificates that will be paid for are those that are in use to fulfill the requirements of the position.

- (b) The allowance will be paid annually in a lump sum in September or at the completion of the Employee's probationary period.
- (c) The Board will not reimburse an Employee for the cost of upgrading or renewing certificates.

~~Establish a committee to review 20.04 language and report back to respective parties by August 31, 2002.~~

20.05 Shift Bonus

- (a) For the Agreement period, a shift bonus of ~~53¢~~ 55¢ per hour shall be paid for all hours worked between 3:00 p.m. and 12 midnight with the exception that no shift bonus is payable for any part of a normal day shift or for overtime or flextime hours.

Effective August 31, 2004, a shift bonus of 56¢ per hour shall be paid for all hours worked between 3:00 p.m. and 12:00 midnight with the exception that no shift bonus is payable for any part of a normal day shift or for overtime on flextime hours.

- (b) For the Agreement period, a shift bonus of ~~55¢~~ 57¢ per hour shall be paid for all hours worked between 11:00 p.m. and 7:00 a.m. with the exception that no shift bonus is payable for any part of a normal day shift or for overtime hours or flextime.

Effective August 31, 2004, a shift bonus of 58¢ per hour shall be paid for all hours worked between 11:00 p.m. and 7:00 a.m. with the exception that no shift bonus is payable for any part of a normal day shift or for overtime on flextime hours.

- (c) Staff commencing a shift at 3:00 p.m. or following will receive a shift bonus.
- (d) Staff commencing a shift during the day which extends beyond 6:00 p.m. will receive a shift bonus back to 3:00 p.m. and forward to the end of the shift.
- (e) Custodial III working a split shift which extends past 3:00 p.m. will be paid shift premium for the period 3:00 p.m. to 6:00 p.m.

20.06 Weekend Shift Allowance

For the Agreement period, any shifts scheduled on weekends after 12 midnight on Friday and before 12 midnight on Sunday, shall be compensated for at the rate of double shift bonus, as stated in 20.05. (a).

20.07 Security Heating Checks

Security heating checks shall be carried out on Saturday and Sunday in all schools not covered with automatic surveillance equipment during the period December 1 to March 31. These checks shall be made at the overtime rate specified in 19.02(b).

1 hour for 1 school
1.5 hours for 2 schools
2 hours for 3 schools

Required heating checks as authorized by the Manager of Plant Operations or Manager of Plant Maintenance or designate in addition to the period specified, shall be paid at the above rates.

20.08 Emergency Call Backs

Custodians or maintenance Employees who are called to work due to an emergency situation shall be paid a minimum of two hours at the appropriate overtime rate.

20.09 On-Call Pay

Employees who are on call shall be paid on the basis of:

- (a) two hours per day, Monday through Friday, July and August;
- (b) two hours per day, Monday through Friday, September to June when Plant Maintenance and Construction evening shifts are unavailable;
- (c) one hour per day Monday through Friday, September to June; and
- (d) three hours per day on Saturday, Sunday and holidays.

All rates are to be based on regular time.

ARTICLE XXI - TRAVEL ALLOWANCE

21.01 (a) Travel allowance for Employees travelling between schools shall be as per Board policy.

- (b) Travel allowance for maintenance trips shall be according to Board policy plus ~~2.0~~ 3.0 cents per kilometre for Employees who are authorized by the appropriate Manager to use their car for carrying tools and equipment. In addition, Employees who are authorized by the

appropriate Manager to use their car on a regular basis for carrying tools and equipment shall be paid a sum of ~~\$125.00~~ \$200.00 per annum for such use; this amount to be paid on or before the end of September each year.

ARTICLE XXII - DEFERRED SALARY LEAVE PLAN

22.01 Description

The Deferred Salary Leave Plan has been developed to afford Employees the opportunity of taking a leave of absence for one year and to finance the leave through deferral of salary. Normally, the deferral of salary is effected over a five-year period by the Employee accepting a percentage reduction of the proper grid salary and any applicable allowances in each of four (4) years.

The remaining percentage of salary and allowances is retained by the Board and accumulated at interest, and payment is deferred until the 5th year, which is the year of leave. An Employee may select a 2 year, 3 year, 4 year, ~~or 6~~ or 7 year leave plan, instead of 5 year, with the percentage adjustments calculated accordingly.

22.02 Eligibility

Any permanent Employee with the Board who has completed at least five years' continuous service prior to making application is eligible to participate in the Plan subject to the approval of the Superintendent of Human Resources or designate.

22.03 Application and Approval

- (a) An Employee must make written application to the Superintendent of Human Resources on or before ~~January 31st~~ April 1st, in any calendar year, requesting permission to participate in the Plan, and indicating choice of a 2, 3, 4, 5, ~~or 6~~ or 7 year Plan and year of leave desired.
- (b) Written acceptance, or denial with explanation, of the Employee's request, will be forwarded to the Employee by May 1st in the school year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Board or designate.

22.04 Salary Deferral

- (a) In each year of membership in the Plan preceding the year of leave, an Employee will be paid a reduced percentage of both the regular grid salary and any applicable allowances, up to a maximum of six (6) years.

No more than 33-1/3% of the Employee's salary may be deferred in any one calendar year.

The remaining percentage will be retained by the Board and deposited at interest in an individual trust account for the Employee, and all remaining monies will be paid to the Employee in the year of leave.

- (b) The calculation of interest under the terms of this plan shall be done in accordance with the practice of the Financial Institutions with which the Board deals on a day-to-day basis. The trust account so established shall be at the optimum rate obtainable. The Employee shall have access to the monies in the accrued interest account less any appropriate deductions for income tax purposes.
- (c) While an Employee is enrolled in the Plan and not on leave, any benefit tied to salary level shall be structured according to the salary the Employee would have received had the Employee not been enrolled in the plan.

22.05 Leave

- (a) Leaves granted under this Plan shall be for a year.
- (b) ~~The leave of absence will be taken in the second year of a 2 Year Plan, the third year of a 3 Year Plan, the fourth year of a 4 Year Plan, the fifth year of a 5 Year Plan, or the sixth year of a 6 Year Plan.~~
The leave of absence will be taken in the final year of the plan.
- (c) Should an Employee wish to take the leave in any year prior to the final year of the Plan selected, the Employee must make application to the Superintendent of Human Resources for such change before January 31 of the year of the proposed leave. Upon approval by the Board of this request, the Employee shall be paid during the leave any deferred salary plus accumulated interest from the trust account less appropriate deductions as outlined by Revenue Canada Regulations in the Employee's name.
- (d) ~~In the event that a suitable replacement cannot be obtained for an Employee who has been granted a leave, the Board may defer the year of leave by giving the Employee written notice at least four months before the date of commencement of the leave.~~
- (e) ~~In such a case the Employee may choose to withdraw from the Plan and receive the money in the trust account or to continue in the Plan allowing the monies in the trust account to accumulate interest until the leave of absence is granted.~~
- (d) The Employee shall not be employed in any capacity by the Board during the year of the leave.

22.06 Salary and Benefits - Year of Leave

- (a) In the year of the leave the Board shall pay to the Employee the total of the deferred salary plus any remaining untaxed all accrued interest in installments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or in one or two lump sums if requested by the Employee.
- (b) The Board shall deduct the amounts required for Income Tax, ~~Employment Insurance~~, Canada Pension, Teachers Pension Plan/OMERS, and any benefits in the Collective Agreement.

The amount deducted for pension will be controlled by rulings as received from O.M.E.R.S. and Revenue Canada.

~~The amount calculated will be held at interest in the trust account to be paid to the Employee on return from leave.~~

~~The Employee will remit the appropriate amount to O.M.E.R.S. in accordance with the regulations.~~

- (c) Group Life Insurance, Accidental Death and Dismemberment, Supplemental Health Plan, and Dental Plan benefits will be kept in force by the Board during the Employee's leave of absence; however, the total premium costs during the leave will be paid by the Employee.
- (d) Sick leave credits will not accumulate during the year of the leave.
- (e) While on leave, any benefits tied to salary level shall be structured according to the salary the Employee would have received in the year prior to the year of leave had the Employee not been enrolled in the Plan.

22.07 Return from Leave

On return from leave, the Employee is guaranteed the position held prior to the commencement of the leave subject to the provisions of the Agreement with respect to layoff and recall. The Employee must return to their position with the Board for a period of time not less than the duration of the deferred salary leave. On return to duty, the Employee will be placed on the salary grid at the same position as the Employee would have been at the commencement of the leave.

22.08 Withdrawal from the Plan

- (a) An Employee may withdraw from the Plan at any time prior to taking the leave of absence by notifying the Superintendent of Human Resources in writing before May 1st prior to commencement of the leave.
- (b) Upon withdrawal, all the salary deferred plus accumulated interest in the trust account, less \$200 and appropriate payroll taxes of said account, shall be paid to the Employee. Payment shall be made as soon as possible after receiving notification of withdrawal. At the discretion of the Director of Education or designate, the \$200 service levy may be waived for compassionate reasons.
- (c) Should an Employee die while participating in the Plan, any monies accumulated in the trust fund plus accrued interest less appropriate deductions as outlined by Revenue Canada regulations will be paid to the estate of the deceased Employee or pre-designated beneficiary.

22.09 Memorandum of Agreement

An Employee wishing to participate in the Plan shall be required to sign an agreement prepared by the Board before final approval for participation will be granted.

ARTICLE XXIII – ASSOCIATION LEAVE OF ABSENCE

- 23.01 Upon written request, the Board shall grant a leave of absence for a period up to two years to an employee who has been selected or appointed to a full-time Association position. The leave shall be without loss of salary, seniority or benefits provided the Association reimburses the Board for the replacement cost of the leave at the appropriate CMH rate, plus responsibility allowance, where applicable.
- 23.02 An Employee who is designated by C.A.M.A. executive to attend to C.A.M.A. business shall be granted the necessary leave of absence without loss of pay or seniority. The Board shall be responsible for the payment of a total of one hundred and seventy (170) days per Agreement per year. Any days in excess shall be paid to the Board by C.A.M.A.

ARTICLE XXIV – PERSONNEL FILES

- 24.01 The personnel file of an Employee shall be maintained in the Human Resources Department of the Board and shall be available and open to an Employee for inspection in the presence of a supervisory officer or other person(s) designated by the Director during the regular working hours of the department.

- 24.02 (1) An Employee may request, in writing, to the Superintendent of Human Resources, to remove any material from the Employee's file. No material removed from an Employee's file shall be referred to or used against the member in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be used against the Employee in order to demote, dismiss, discharge or discipline the Employee in any way, nor shall it be used against the Employee in any arbitration or any other legal proceeding.
- (2) The Superintendent of Human Resources, or designate, shall respond in writing to the Employee within three (3) weeks of the date of such request.
- (3) If such a request were denied, the Employee may request a meeting with the Superintendent of Human Resources, or designate, and the immediate supervisor, to review the decision.

ARTICLE XXV - EFFECTIVE PERIOD

25.01 This Agreement shall be in effect from September 1, ~~2002~~ 2003 to August 31, ~~2003~~ 2004 and shall continue thereafter unless terminated or as amended as hereinafter provided and shall apply to all eligible Employees who are in the employ of the Board as of the date this Agreement is signed and to all Employees hired from the date the Agreement is signed to the expiration of the current Agreement.

Unless either party gives to the other party, written notice of termination or of a desire to amend this Agreement, it shall continue to be in effect for a further year without change and so on from year to year thereafter.

Notice that amendments are required or that either party intends to terminate the Agreement, may be given only within a period of 90 days prior to the expiration date of this Agreement or any anniversary of such expiration date.

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating and/or exchanging proposals within twenty (20) days of the giving of such notice, if requested to do so.

LETTERS OF UNDERSTANDING

September 1, ~~2001~~ 2003 to August 31, ~~2002~~ 2004

1. Relating to Supervisory Staff Who are Members of C.A.M.A. for the Agreement Period

Supervisory Staff who are members of C.A.M.A., and who have responsibilities for a school or project, are not required to file written reports of reprimand relative to other C.A.M.A. members under their supervision.

These Supervisory Staff are expected to keep their Supervisors apprised of any concerns they have relative to Employees under their supervision in order that the appropriate formal action might take place.

This statement shall remain in effect until the end of the current Agreement.

2. Hours of Work for the Agreement Period

During the summer months, commencing immediately following the last working day of June to and including the last working day preceding Labour Day, the work week will be forty hours per week between the hours of 7:00 a.m. and 5:30 p.m. with up to an hour for lunch. It is understood that a flexible schedule may exist for all Employees provided that it does not adversely affect the operation of the Board. Flex hours will be paid at regular rate.

3. December Holiday – ~~2001~~ 2003

The system will be closed on December 29, 30, and 31, 2003 and January 2, 2004. To facilitate this closing, Custodial and Maintenance staff who normally would be required to work on December 29, 30, and 31, 2003 and January 2, 2004 are requested to plan for this closing by using one or more of the following options, at the Employee's discretion, to compensate for the four (4) days:

- personal day (C.A.M.A. Agreement 14.08)
- vacation days (C.A.M.A. Agreement 17.01)
- leave without pay, but with no loss of Board-paid holiday pay [C.A.M.A. Agreement 17.02 (b)]
- time off in-lieu-of overtime payment [C.A.M.A. Agreement 19.03 (d)].

In circumstances when a staff member is unable to compensate for this time using one or more of the options outlined above, the staff member will be accommodated by providing work at a site selected by the Board for the shutdown dates.

Special projects implemented on the approval of the Board will be compensated at the time and one-half rate.

4. Letter of Understanding
Elementary Head Custodian Selection Process

Notwithstanding Articles:

Article (IV)
Section 4.09

All vacancies in positions of added responsibility in Plant Operations and all positions in Plant Maintenance & Construction, except temporary vacancies, will be posted. These positions will be posted internally for six (6) working days in order for permanent full-time and part-time employees of the Board to apply, before posting externally.

Article (X)
Section 10.01

In all cases of promotion and posted positions, the following two factors will be considered:

- a) seniority of the applicants and,
- b) skills, competence, efficiency, reliability, training, experience and past work record with the employer.

When factor (b) is relatively equal between two or more applicants, seniority shall be given.

The attached process marked as Appendix A, “Elementary Head Custodian Selection Process” will govern all elementary head custodian appointments, from the date of signing to December 31, 2004.

Appendix A

Revised May 14, 2003

Elementary Head Custodian Selection Process

The Manager of Plant Operations shall fill the vacancy for the position of elementary head custodian by using one of the following procedures.

Elementary Head Custodian Transfer Process

- a) Current Head custodians may request a transfer to another school at any time.
- b) Their request, along with an up-to-date position evaluation (completed strictly for this process), will be forwarded to the Plant Operations office and their name added to the proposed transfer list.

- c) Upon identification of the vacancy, the Manager of Plant Operations shall pull any and all names of existing head custodians who have expressed interest in that school.
- d) Where two or more head custodians have expressed interest in a location, seniority will govern the placement.
- e) The senior applicant will be contacted to confirm interest in the proposed transfer.
- f) The principal will be contacted, the name and position evaluation shared with them and a meeting set up to discuss mutual issues and present a possible transfer date. A CAMA representative will attend this meeting.
- g) Should the vacancy not be filled using this process, the Manager of Plant Operations shall fill the vacancy from the Head Custodian's Selection Pool.

Elementary Head Custodian's Selection Pool

- I) An initial posting is circulated to achieve 10 names for the pool.
- II) a) The criteria for selection will be Article 10.01 of the CAMA agreement that reads:
 - In all cases of promotion and posted positions, the following factors shall be considered:
 - 1) seniority of the applicants, and
 - 2) skills, competence, efficiency, reliability, training, experience and past work record with the employer.
 - When factor b) is relative equal between two or more applicants, seniority shall govern.
- b) A copy of an up-to-date Performance Evaluation (completed strictly for this process) must be included with the applicant's promotional material. In the event the applicant disagrees with the performance evaluation, the selection team will collect additional information from further sources referred to by the applicant. This includes additional references, past inspection reports and evaluations and a possible site visit.
- III) The development of a consistent measuring process with input from all parties, will assure the best person achieves access to the pool with appropriate information available to unsuccessful applicants to support the decisions made. Unsuccessful applicants could then use this information to plan measures required to achieve access to future Head Custodian's pool.
- IV) The selection team will be comprised of the Manager of Plant Operations (as chair), two (2) SOCS and two (2) principals (appointed through the WCPA). A CAMA representative may sit on the team as an observer **only**.
- V) All applicants will be interviewed who meet the basic qualifications for the position of elementary head custodian.
- VI) Once the successful candidates are selected for the pool, the final list will be posted with the successful applicants listed in order of seniority.

- VII) As vacancies in the position become available, the pool will be accessed only after the Elementary Head Custodian Transfer process has been utilized.
- VIII) The candidate at the top of the list will be contacted by the Manager and informed of the available opening. The candidate shall confirm acceptance of the placement within two (2) working days. If the candidate declines the placement, the position will be offered to the next candidate on the list.

Note: The candidate may only decline a placement once. Declining future placements will result in the person's name being dropped from the list and they must reapply to have it added again.

- IX) Once the candidate has confirmed acceptance, the school principal will be provided the candidate's name and a copy of the Performance Evaluation and any additional information gathered by the selection team pursuant to sub-paragraph II (b). A meeting will be set up at the school in question with the following staff in attendance:

- School Principal and Vice-Principal
- Area SOCS
- Manager of Plant Operations
- the successful candidate
- CAMA representative

At this meeting, the opportunity is provided to discuss mutual issues and set a possible start date.

- X) The pool will be posted again when names on the list drop below five (5).

Note: This is a pilot program not to exceed past December 31, 2004.

Elementary Head Custodian Replacement

Vacancy in Elementary Head Custodian Position



Elementary Head Custodian Transfer Process



No Head Custodian on the
Elementary Head Custodian Transfer List
has applied to transfer to the vacant position



Elementary Head Custodian's Pool
Name at top of list

Meeting with successful candidate at school

5. Letter of Agreement

In the event that another Bargaining Unit within the Waterloo Region District School Board achieves a salary grid increase for ~~2001-2002~~ 2002-2003, greater than the percentage achieved by the Custodial and Maintenance Association through negotiations, the parties agree to renegotiate the difference in the percentage increase for the Custodial and Maintenance Association.

SIGNATURES

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 24th day of November, 2003.

FOR THE WATERLOO REGION DISTRICT SCHOOL BOARD:

FOR THE CUSTODIAL AND MAINTENANCE ASSOCIATION:

Chairperson of the Board

President and Chief Negotiator, CUSTODIAL AND MAINTENANCE ASSOCIATION

Director of Education and Secretary to the Board

Member, Collective Bargaining Committee

Superintendent of Human Resources

Member, Collective Bargaining Committee

Manager of Employee Relations & Staffing
(Administration & Support Staff)

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