

11806 (06)

# **AGREEMENT**

**DUFFERIN-PEEL CATHOLIC  
DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCAL 1483  
(PLANT DEPARTMENT)**

**OCTOBER 1, 2006**

**TO**

**SEPTEMBER 30, 2009**

THIS AGREEMENT made and entered into as of the 1st day of October 2006

11806 (06)

B E T W E E N

**DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD**  
(hereinafter called "the Employer" or "the Board")  
OF THE FIRST PART

A N D

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1483**  
(hereinafter called the "Union")  
OF THE SECOND PART

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**ARTICLE I PURPOSE**

**1.01**

- a) WHEREAS it is the goal of the Employer to provide, within the Employer's ability to finance, the best possible Catholic educational service for the catholic school children of the Regional Municipality of Peel and the County of Dufferin;
  
- b) AND WHEREAS in the interest of the efficient conduct and administration of the Board's works and affairs it is desirable and necessary that there shall be harmonious relations between the Board and its employees, fair and reasonable remuneration for services rendered, having regard to the responsibilities attached to the positions held, nature of the duties thereof, manner of their discharge, seniority in the service, security of tenure of office and promotions within the service:
  
- c) THEREFORE the Union agrees that it will support the Employer in its efforts to eliminate waste; conserve materials, energy and supplies, improve the quality of service; prevent accidents and strengthen goodwill between the Employer, the employees, the academic and administrative staff, the children and the public.

**ARTICLE 2 RECOGNITION**

**2.01**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees engaged in maintenance services and plant operations save and except supervisors, persons above the rank of supervisors, and office staff.

**2.02**

Supervisors and personnel above the rank of supervisor shall not perform any work which is normally done by employees within the bargaining unit except under any of the following conditions:

- a) for the purpose of experimenting or demonstrating;
  
- b) for the purpose of instructing employees in the bargaining unit;
  
- c) in case of emergency or unusual circumstances where sufficient employees or qualified employees within the bargaining unit are not immediately available, or where such work is performed by a supervisor of the maintenance department in connection with regular supervisory duties.

**2.03**

The Employer may hire employees on a temporary or casual basis for special projects and during periods of heavy workload and in cases of emergency for a period of not more than four **(4)** calendar months, or in the case of university students, four **(4)** months between April 15 and September 15. No employee, regular or part-time, shall be displaced from his or her regular employment as a result of hiring students.

Temporary, casual and student employees shall not be covered by any of the terms and conditions of this Agreement, save for the rates of pay and Article 4.02. A temporary or casual employee later hired by the Employer on a regular basis shall acquire seniority under Article 9.

**2.04**

No seniority employee will be laid off work due to temporary or casual employees being hired. No temporary or casual employee will be hired while employees qualified and willing to perform the work are laid off.

**2.05**

The provisions of this Agreement shall not be applicable to the hiring and terms of employment of any employees hired under any Government Incentive Programs.

**2.06**

**UNION REPRESENTATION**

**The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representatives shall have reasonable access, as determined by the Board and in accordance with Board procedures for visitors, to the Board's premises in order to investigate and assist in the settlement of a grievance.**

**ARTICLE 3 MANAGEMENT RIGHTS**

**3.01**

The Union recognizes and acknowledges that the management of operations and direction of the working force are the exclusive right of the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, layoff, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by a seniority employee of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter from time to time rules and regulations to be observed by the employees;
- d) operate and manage its educational facilities in all respects in accordance with its commitments and responsibilities including the determination of the number of personnel required, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Employer's facilities not otherwise specifically dealt with elsewhere in this

Agreement.

**3.02**

The Employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the express provisions of this Agreement and recognizes the rights of the Union to the grievance procedure in the manner and to the extent hereinafter provided.

**3.03**

It is understood and agreed that in the event the Employer should contract out work or services, then all employees covered by this Agreement who have acquired seniority and who have four **(4)** or more months seniority and whose employment is affected by such change, will be offered alternative employment with the Employer and will not be terminated or laid off from employment by the Employer as a result of such change.

Notwithstanding the foregoing, the Board agrees that it will not contract out the cleaner/custodian duties as may be required in all facilities owned and operated by the board, including Holy Name of Mary High School.

**ARTICLE 4 UNION SECURITY**

**4.01**

All employees described in Article 2.01 shall become and remain members of the Union as a condition of employment with the Employer. The effective date of required Union membership for new employees shall be **upon successful completion of their probationary period.**

**4.02**

All employees, except students, shall pay Union Dues commencing on their date of hire. Students shall pay Union dues beginning in the second month of employment. The amount to be deducted shall be equivalent to the regular monthly Union membership dues duly authorized by the Union. The amount of monthly Union membership dues will not be changed more frequently than once in each calendar year. The Union shall notify the Employer in writing thirty (30) days before such change becomes effective, and the Employer shall permit the posting of a bulletin of the change on the notice boards.

**4.03**

All dues so deducted shall be mailed to the home of the Treasurer of the Union not later than the end of the month in which the deductions were made, accompanied by a list in duplicate of the names of all the employees from whose pay the dues were deducted. The Union shall indemnify and save the Employer harmless in respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

**4.04**

**When the Employer provides any group of employees covered under this Collective Agreement with the Basic Custodial Course, the Union President or designate may attend the first half-hour.**

**ARTICLE 5 COMMITTEES**

**5.01**

The Employer will recognize the following Committees of employees for the respective purposes shown:

- a) the Bargaining Committee consisting of not more than ~~six~~ **(6)** employees for the purpose of negotiating this Agreement and its renewal;
- b) the Employee Relations Committee consisting of not more than three (3) employees and not more than three (3) representatives of the Employer for the purpose of improving communications between the Parties and discussing matters of mutual concern. Any changes to existing rules and regulations will be discussed at the Employee Relations meeting before they go into effect;
- c) the Grievance Committee consisting of not more than three (3) employees from among the elected Local Union officers. Each employee on this Committee shall also be recognized as a steward;
- d) Employees appointed to other joint committees established by the Board.

**5.02**

The Employer will not be required to recognize or deal with employees who are stewards or who are on any of the Committees in this Article unless those employees have acquired seniority and the Union has notified the Employer in writing of the names of such employees, and where applicable, the Committee of which they are members.

**5.03**

No employee shall leave work to attend Committee meetings established under Article 5.01 without prior notification to the Supervisor.

**5.04**

Where prior notification has been given to the supervisor, the Employer will pay each employee who is on any of the Committees referred to in this Article at the regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer, including in the case of a steward, all such time reasonably spent in processing grievances. Employees designated as Health and Safety Representatives shall be compensated for time spent performing Health and Safety duties in accordance with the terms and conditions of the Occupational Health and Safety Act.

### 5.05

The health and safety of its employees and students is a matter of paramount importance to the Board. In recognition of that fact, the Board shall take all reasonable precautions to protect the health and safety of its employees and students.

The Board shall post a copy of the Occupational Health & Safety Act in each school not later than September 30<sup>th</sup> of each school year.

### 5.06

A full-time representative of the Union may attend meetings of any of the Committees referred to in this Article.

## ARTICLE 6 GRIEVANCE PROCEDURE

### 6.01

- a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be adjusted as quickly as possible.
- b) All meetings at which grievances are processed shall be held In-Camera.
- c) Employees who are covered by this Agreement shall be required to follow the procedures laid down in Article 6.03.
- d) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee or the Union relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.

### 6.02

In the event of a grievance, an employee shall take the matter up with the supervisor within and not after seven (7) working days after the employee became aware of the incident or circumstances giving rise to the grievance. A policy grievance or group grievance shall be taken up within and not after seven (7) working days after the date of the incident giving rise to the grievance.

#### Group Grievance

**Where more than one (1) Employee has the identical grievance, the Employees may submit a group grievance signed by each Employee and the CUPE 1483 Chief Steward, at any time within seven (7) full working days after the circumstances giving rise to such group grievance occurred or originated, to the General Manager, Physical Plant Facilities who shall respond in writing at Step 2 of the grievance procedure to the CUPE 1483 Chief Steward. Failing satisfaction, the grievance may be advanced to Step 3 and to Arbitration under Article 7.**



### **6.03**

The following procedure shall be adhered to in processing grievances, save as otherwise provided in this Agreement:

#### **STEP 1**

The employee will take the matter up verbally with the supervisor as set out in Article 6.02. The employee shall be accompanied by the steward. The supervisor will provide a response within three (3) working days.

#### **STEP 2**

If a settlement satisfactory to the employee has not been reached under Step 1, the steward may, within, but not after, five (5) working days from the receipt of the decision under Step 1, submit the grievance to the General Manager, Physical Plant Facilities and/or designate. The grievance shall be in writing, contain a concise statement of the facts complained of and the redress sought. It shall be signed by the employee(s), (or in the case of a policy or group grievance by the chair of the Grievance Committee) and the Steward. There shall be a meeting to discuss the grievance within seven (7) working days of the submission of the grievance. The General Manager, Physical Plant Facilities and/or designate shall give the decision in writing within five (5) working days of the date of the Step 2 meeting.

#### **STEP 3**

If the grievance is not settled at Step 2, the steward may, within but and not after seven (7) working days of the date of receiving the decision of the General Manager, Physical Plant Facilities and/or designate (or if no decision is received from that official, then within seven (7) working days after such decision ought to have been given) take the grievance up with the Superintendent of Employee Relations and/or designate. There shall be a meeting to discuss the grievance within fifteen (15) working days. The Superintendent of Employee Relations and/or designate shall reply in writing within five (5) working days following the date the grievance was discussed at the Step 3 meeting. Failing satisfaction with the written reply of that official, the grievance may be referred to arbitration provided such action is taken within fifteen (15) working days of the reply, or any extension agreed to under Article **6.07**. Failure to do so means that the grievance is deemed to be withdrawn.

### **6.04**

- a) A Union policy grievance, which is defined as an alleged violation of this Agreement, may be lodged by the Chair of the Grievance Committee in writing with the General Manager, Physical Plant Facilities at Step 2 of the grievance procedure at any time within **fifteen (15)** full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled, it may be processed at Step 3 and to arbitration in the same manner and to the same extent as the grievance of an employee.
- b) A policy grievance of the Employer shall be in writing and may be initiated either by the General Manager, Physical Plant Facilities or the Superintendent of

Special and Strategic Programs and Projects, or the Superintendent of Employee Relations/Designate, by delivering the grievance to the Union. If any such grievance is not settled within fifteen (15) working days of the date of such delivery, the Employer may refer the grievance to arbitration under Article 7.

### **6.05**

In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the grievance or arbitration procedure.

### **6.06**

#### **Voluntary Grievance Mediation**

- (a) Prior to formally referring an unresolved grievance, as defined under Article 6, the parties, by mutual agreement, may refer the disputed matter to voluntary grievance mediation for settlement. The parties shall agree on the mediator and the time-frame in which a resolution is to be reached.
- (b) The timelines outlined in the grievance process shall be frozen at the time the parties mutually agree to use the grievance mediation procedure. Should the grievance remain unresolved within the allotted time-frame established by the parties, the matter shall be referred back to the formal grievance arbitration process and the timelines in the grievance procedure shall continue from the point at which they were frozen.
- (c) Expenses  
The expenses of the mediator shall be equally shared by both parties.

### **6.07**

Any of the time limits in this Article or Article 7 may be extended by mutual agreement of the Parties in writing.

## **ARTICLE 7 ARBITRATION**

### **7.01**

Both parties to this agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through **all** the steps of the grievance procedure outlined in Article 6 above, and which has not been settled, may be referred to a Board of Arbitration at the written request of either the Union or the Employer within ten (10) working days of the reply under Step 3 of the Grievance procedure set out in Article 6.03.

### **7.02**

The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as the Chair chosen by the other two (2) members of the Board.

### **7.03**

- a) When either Party requests that a grievance be submitted to Arbitration, the request shall be made by registered mail addressed to the other Party indicating the name of its nominee to the Board of Arbitration. Within fifteen (15) calendar days of the request of either Party for a Board, the other Party shall answer by registered mail indicating the name of its nominee to the Arbitration Board. If the recipient of the notice fails to appoint a nominee, the Minister of Labour of the Province of Ontario will be asked to nominate a person to represent that Party.
- b) Notwithstanding the conditions set out in a) above, a single Arbitrator may be proposed by either party, and if such agreement is reached, then the conditions set out in a) above shall be disregarded.

### **7.04**

Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within ten (10) days of the notification mentioned in 7.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairperson.

### **7.05**

The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both Parties.

### **7.06**

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, nor to give any decision inconsistent with the terms and provisions of this Agreement.

### **7.07**

Each of the Parties to this Agreement will bear the expenses of the nominee appointed by it, and the Parties will jointly bear the fees and expenses, if any, of the Chairperson.

## **ARTICLE 8 NO STRIKES, LOCKOUTS**

### **8.01**

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Employer agrees that there will be no lockout. Both "strike" and "lockout" shall have the meaning as defined in the Ontario Labour Relations Act.

## **ARTICLE 9 SENIORITY**

### **9.01**

The following rules governing seniority are designed to give employees an equitable amount of job security based on their qualifications to perform the work that is available

and their seniority with the Employer.

**9.02**

New employees will be on probation until they have worked four **(4)** calendar months. The Employer may request mutual agreement of the Union to an extension of the probationary period. As related to the terms of this Agreement, such employee will then be considered as a seniority employee with seniority dating back to the date of employment. Neither the Union or any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance.

**9.03**

Whenever layoffs are required, the Employer will notify the Union in writing at least twenty (20) working days prior to the layoffs of (a) the job classifications involved, (b) the number of personnel affected in each job classification and (c) any variations from normal seniority which will be required as a result of specialist qualifications. Failure to give the required notice shall mean that the employees affected shall be paid for the time laid off up to a minimum notice time.

**9.04**

All employees shall appear on the same seniority list which shall specify seniority date and job classification. Seniority lists will be supplied to the Union in **November** of each year during the term of this Agreement. Up-to-date seniority information will be available to the Union officials on an "as required" basis. **See Letter of Understanding#6.**

**9.05**

Seniority shall date from the date of employment with the Employer or its predecessor Boards. In the event employees are promoted or transferred to a position out of the bargaining unit, the employee will retain all previous seniority plus up to one (1) year while employed outside the bargaining unit.

**9.06**

Both Parties recognize that job security should increase in proportion to length of service, 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 willing to perform the work required. The matter of qualifications is a decision of the Employer, which shall not be exercised in any unfair or unreasonable manner.

**9.07**

Employees who are laid off because of lack of work in their job classification may, if they are fully qualified to do so, bump less senior employees in other job classifications.

**9.08**

In all cases where, under Article 9.06 or 9.07, an employee replaces a less senior member, the individual "bumping in" to the position will be given ten (10) working days

to become familiar with the new job. **In unique circumstances, the Board, may agree to extend this period to fifteen (15) working days.** This period is not to be considered a training period. An Employee not capable of carrying out the duties of the position after ten (10) working days, **or in unique circumstances fifteen (15) working days,** will be laid off.

#### **9.09**

Seniority employees who are laid off because of lack of work will be retained on the seniority list for a period equal to their seniority at the time of layoff, but in no event to exceed two (2) years. During that period, they will be subject to recall in order of their seniority if suitable work becomes available which they are qualified to perform.

#### **9.10**

Recall to work shall be by registered letter or outside courier addressed to the last address recorded by the employee with the Employer. It shall be the duty of the employee to notify the Employer promptly of any change in address. Should the employee fail to do this, the Employer shall not be responsible for failure of a notice sent by registered mail or outside courier to reach such employee. An employee who is recalled to work must signify intent to return within five (5) working days after a notice of recall has been received and must return on the date specified or give valid reasons why this is not possible, and will return within ten (10) working days of acceptance of such valid reasons in any event, or forfeit right to recall. The time limits in this Article 9.10 may be extended by the Employer.

#### **9.11**

Seniority previously accumulated will be lost and the employee's services will be terminated whenever an employee:

- a) voluntarily leaves the employ of the Employer;
- b) is discharged and not reinstated through the grievance or arbitration procedures.

#### **9.12**

No employee who has attained seniority shall be laid off due to lack of work while there is a temporary employee on the payroll doing the same type of work in which the redundancy has occurred subject to such seniority employee being qualified and willing to perform the job of the temporary employee.

#### **9.13**

- a) Seniority shall be established on the basis of continuous service with the Board or its predecessor Boards and calculated from the employee's last date of hire.
- b) This will confirm that the parties understand and agree that commencing January 1, 2001, any employees hired to commence work on the same date will be placed on the seniority list in alphabetical order, by surname. This rank ordering will be used to determine seniority for the purpose of job postings under Article 11.06 of

the collective agreement. Should an employee change his/her name it will have no effect on the seniority ranking, which shall be determined, as above on the start date.

#### **9.14**

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, date of hire and the occupational classification.

#### **9.15**

The Union shall be provided with the names and work locations of temporary employees performing Plant Department work.

### **ARTICLE 10 DISCHARGE AND DISCIPLINE**

#### **10.01**

A claim by an employee, who has attained seniority, of discharge without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of E.R. or designate at Step 3 of the grievance procedure within seven (7) working days after the employee ceases working for the Employer. Such special grievances may be settled by:

- a) confirming the management's action in dismissing the employee; or
- b) reinstating the employee with full compensation for time lost; or
- c) any other arrangement which is just and equitable in the opinion of the conferring Parties or a Board of Arbitration.

#### **10.02**

An employee who has been dismissed or suspended will have the opportunity to meet with the steward in a place provided by the Employer for a reasonable period of time before leaving the premises.

#### **10.03**

An employee called to appear before the General Manager, Physical Plant Facilities and/or delegate for disciplinary action shall have the steward present. The employee shall have the right to appear before the Controller and/or delegate without the steward, providing he or she expresses this desire directly to the steward.

#### **10.04**

**Documents of a disciplinary nature may be removed after a one (1) year period from the employee's personnel file at the sole discretion of the Superintendent of Employee Relations, upon receiving a written request from the Union on behalf of the employee.**

## **ARTICLE 11 JOB POSTING**

### **11.01**

- a) In the event that new jobs are created or vacancies occur in jobs other than as set out in section (b) herein, the Employer will post such new jobs or vacancies on the Board's Automated Job Posting System, beginning on a pay day, for a period of five (5) working days in order to allow employees to apply in writing before outside applications are considered. When special skills or tradespersons are required after notifying the Union, the Employer may advertise for the said employee. All internal applicants and the Union shall be notified of the successful applicant for each job posting within fifteen (15) working days from the date the successful applicant has accepted the position.

The Chief Steward and Secretary of the Union shall receive a hard copy of each posting posted on the Automated Job Posting System. Further, a hard copy of the posting shall be left at the CEC reception desk during the posting period.

- b) Employees shall be limited to one (1) lateral move under section a) above or section c) below in each twelve (12) month period.

The following is considered a lateral move:

- i) an employee transferring, as a result of applying to a posting, to the same position with the same scheduled working hours.

For clarification, the following are examples of non-lateral moves:

- i) for unassigned custodians who post into custodial positions, their first transfer only, is not a lateral move;
- ii) an administrative transfer initiated by the Employer.
- c) All employees, covered by this Agreement may, at any time, state their preference in writing on forms provided for any desired position covered by this Agreement. Such applications shall be retained by the Board for a period of one (1) year and shall be considered together with the new applicants for posted vacancies.

### **11.02**

In making changes, transfers or promotions within the Maintenance Classifications and all Lead Hand positions (excluding Maintenance "B" positions), the Employer shall consider the following two (2) factors in determining which employee is to be selected:

- a) relative seniority; and
- b) the ability, knowledge, training and skill of the applicant to do the job. When factor (b) is equal as between two (2) or more employees, their relative seniority shall govern.

**For Lead Hand positions, the top five qualified candidates only will be selected for an interview. All candidates must have a minimum of four years full time internal custodial experience and must have successfully completed the Basic Custodial course, and the Advanced Custodial or Preventative Maintenance course offered by the Plant Department.**

For Maintenance "B" positions, the applicant with the most seniority who meets the stated requirements of the position will be selected. Such stated qualifications and requirements shall be those necessary to perform the job function **which** may not be established in an arbitrary or discriminatory manner.

For custodial and cleaning positions, the applicant with the most seniority will be selected.

### **11.03**

An employee transferred or appointed shall be on a trial period in the new position for three (3) calendar months. An employee whose performance is not satisfactory shall be returned to the position and salary from which such employee was moved.

### **11.04**

In the case of Head Custodians, the following rules shall take precedence over any other provision of this Article:

- a) **Reclassification of Head Custodian**  
The salary of a Head Custodian who is reclassified to a lower Head Custodian classification because of the Employer's operational requirements will be reduced to the appropriate level of the new position according to seniority after four **(4)** weeks. (Refer to Schedule "A")
- b) A Custodian who is specifically assigned to relieve a Head Custodian or Lead Hand during an absence of one **(1)** day or more shall be paid the appropriate Head Custodian or Lead Hand rate. **In order to qualify for payment, the days worked as a Head Custodian or Lead Hand must be reported for processing as required within two months of the acting assignment, except in extenuating circumstances.**
- c) When a Head Custodian is reclassified by the Employer, to a Custodian, the salary **will** be frozen until the salary of the new classification exceeds the present salary.

### **11.05**

Employees who are absent due to illness shall maintain their assignment for up to one (1) year. During such periods, the Employer may fill the assignment with a temporary employee. Employees hired under such arrangement shall not acquire seniority.



### 11.06

For Head Custodian positions, the most senior applicant who has successfully completed or is deemed to have completed the Advanced Custodial Course shall be selected. Employees, who have successfully completed both the Basic Custodial Course and the Preventative Maintenance Course, are deemed to have completed the Advanced Custodial Course.

### 11.07

**Any employee** who has been placed on review shall not **be eligible to apply for postings during the on review period.**

### 11.08

Employees who are transferred or promoted to a position at a higher rate of pay shall receive that higher rate of pay commencing on the effective date of assignment, as stated on the posting. Notwithstanding the foregoing, in the case of assignments to newly-constructed facilities, the employee shall receive the higher rate of pay commencing on the first day the employee is actually at work performing the higher duties.

## ARTICLE 12 HOURS OF WORK

### 12.01

- a) The normal work week shall consist of forty (40) hours comprising eight (8) hours per day broken by not more than one (1) hour for lunch on the day shift Monday to Friday inclusive. In schools with only one (1) custodian, the day may be broken by not more than two (2) hours for lunch.
- b) **Where operational needs allow**, the summer hours shall be between the hours of 6:30 a.m. to 4:00 p.m. with a lunch break of half (1/2) hour (8 1/2 hours per day).
- c) Hours of work in the Maintenance Department shall be between the hours of 7:00 a.m. to 4:30 p.m. with a half (1/2) hour lunch period for the day shift (8 1/2 hours per day) and 3:30 p.m. to 11:30 p.m. with a half (1/2) hour paid lunch for the afternoon shift.
- d) Upon approval by the General Manager, Physical Plant Facilities or designate, employees requesting adjusted work hours during the summer periods may work one (1) additional straight time hour from Monday to Thursday in order to complete their work day on Friday at noon, **where operational needs allow.**

### 12.02

One-half (1/2) hour meal time shall be included as part of the regularly scheduled work period for employees who begin their shift at or after 10:00 a.m.

### 12.03

Subject to other provisions in this Agreement, the Employer does not guarantee to

provide work for any employee or to maintain the work week or working hours presently in force.

**12.04**

Employees shall be entitled to a ten (10) minute rest period in each four (4) hour work period or major fraction thereof.

**12.05**

All employees are expected, as a condition of their employment, where emergency conditions or workload demand, to work in excess of their regular hours, including weekends, on request. Employees required to carry out such work shall do so unless they can demonstrate urgent personal reasons why they cannot.

**12.06**

To accommodate the Board-sponsored International Language Program in schools, custodians will start work prior to the commencement of the Program and they will work the number of hours assigned, with a three (3) hour minimum.

**12.07**

For day-shift Custodian positions, the work day shall commence between 7:00 a.m. and before 10:00 a.m.

**ARTICLE 13 OVERTIME**

**13.01**

- a) Overtime at the rate of time and one-half (1-1/2) of the employee's basic rate shall be paid for all hours worked in excess of the employee's regularly scheduled daily hours or in excess of forty (40) hours per week.
- b) Overtime at the rate of double (2) time shall be paid for all hours worked on a Sunday.
- c) Overtime at the rate of double (2) time shall be paid for all hours worked on a paid holiday as set out in Article 14.
- d) In lieu of payment for each hour of overtime worked, the employee shall be entitled to one and a half (1-1/2) hours time off, or two (2) hours, whichever is applicable, to a maximum of forty (40) hours time off in the period between January 1<sup>st</sup> and December 31<sup>st</sup> of the year in which it's earned.

This lieu time off will be scheduled by mutual consent of the employee and the employee's supervisor.

**13.02**

The Employer agrees that it is the intent of this Article that employees will not be laid off or sent home before completing their normal scheduled work period for the sole

purpose of avoiding the requirement to pay overtime rates of pay for hours already worked on the same day.

**13.03**

Overtime will be distributed as fairly as possible among the qualified employees in each school.

**13.04**

An employee called into work outside of such employee's scheduled shift shall be paid for a minimum period of two (2) hours at the appropriate overtime rate.

**ARTICLE 14 PAID HOLIDAYS**

**14.01**

The paid holidays recognized by the Employer for employees regularly scheduled to work in excess of twenty-four (24) hours per week are as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Remembrance Day (if declared a school holiday by the Minister of Education, and any other days if so proclaimed as school holidays)
Civic Holiday	

In addition to the above named holidays, in the event the last working day prior to Christmas is a school day, regular hours of work shall apply and a half (1/2) working day before the New Year holiday shall be granted in lieu. When the last working day prior to Christmas is not a school day, the hours of work on that day shall be a half (1/2) day between the hours of 7:30 a.m. and 1:00 p.m., and the employees shall be paid for the normal scheduled hours they would have otherwise worked on that day.

**14.02**

In accordance with the Employment Standards Act in order to qualify for paid holidays, employees must work their regularly scheduled workday immediately preceding and following the holiday, be on authorized paid vacation or on authorized paid leave, including paid sick leave during this period.

**14.03**

Holidays falling on Saturday or Sunday will be observed on Friday or Monday at the discretion of the **Employer**, or both if dual holidays are involved.

**ARTICLE 15 VACATIONS**

**15.01**

Vacations with pay shall be granted to all employees covered by this Agreement at times to be determined by the Employer in accordance with and to the extent of the following provisions:

- a) Normal vacation entitlement is calculated from July 1st of the preceding year to June 30th of the vacation year. Vacations must be taken by April 30th of the following year. Vacations must be arranged in the operating year in which they are taken; cannot be accumulated; and shall be paid at the employee's regular rate of pay during the vacation period.
- b) Maintenance employees shall arrange vacation schedules with the Supervisor having in mind special maintenance projects. It is agreed that the Union, or an aggrieved employee may file a grievance against an arbitrary decision of the Supervisor in such scheduling.
- c) If a paid holiday to which the employee is entitled falls within the vacation period, an extra day will be granted and added to the vacation period.

d) Service Requirements: Vacation with Pay Entitlement

Less than 1 year	-	1 day for each full month of service to a maximum of 10 days
After 1 year	-	2 weeks
After 2 years	-	3 weeks
After 10 years	-	4 weeks
After 20 years	-	5 weeks

- e) An employee who begins employment after July 1st in any year shall not be entitled to the one (1) week increase in vacation allowance of the next higher level of vacation entitlement until after the anniversary date of employment. Such additional week of vacation shall be taken by April 30th of the following year.

**f) The following school year breaks are automatic lay-off periods for all 10 month school employees: Christmas, Spring and Summer.**

**15.02**

An employee leaving the employ of the Employer prior to June 30th shall be entitled to receive vacation credits calculated on a percentage of earnings, as follows:

Less than 2 years	4%
After 2 years	6%
After 10 years	8%
After 20 years	10%

**15.03**

Vacation schedules shall be posted by June 1st of each year and shall not be changed unless agreed to by the employees affected and the Employer.

**15.04**

Effective the first pay in January 1, 2006 vacation pay entitlement shall be added to each regular pay for 10 month school year employees.

**15.05**

Where an employee becomes eligible for bereavement leave while on approved vacation, the employee shall be granted equivalent eligible days off at the time mutually agreed to by the employee and the Board.

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

**15.06**

**Three Days Time Off**

The Board agrees to provide CUPE 1483 employees with three days time off to be scheduled for each group of employees as follows:

**Twelve (12) Month Employees:**

- Time to be scheduled during the Christmas break, where operational needs allow.
- Time to be scheduled by mutual consent of the employee and the supervisor.

**Ten (10) Month Employees:**

- Time to be scheduled on the designated professional activity days as identified on the school year calendar.
- Time to be scheduled by mutual consent of the employee and the supervisor.

It is understood and agreed that these days off have no monetary value, cannot be carried from year to year, and must be taken on the dates indicated.

**ARTICLE 16 SICK LEAVE**

**16.01**

Employees shall be entitled to credits of two (2) working days of sick leave per month. The unused portion of sick leave may accumulate to two-hundred and forty (240) working days. The Employer will give the employee an accounting of sick leave upon request, and once annually will provide each employee with an up-to-date record of accumulation.

**16.02**

For **an** absence of **five (5)** or more consecutive working days, the employee shall provide, on request, medical (or dental) evidence verifying the illness. If it should appear that any employee is abusing sick leave provisions, they will be advised that, in future, medical (or dental) certification will be required as proof of illness of any duration.

**16.03**

An employee prevented from performing his/her normal duties due to illness, shall notify his/her Supervisor as soon as possible.

**16.04**

When an employee is absent as a result of an accident while at work and consequently is awarded Workplace Safety & Insurance Board **benefits**, the Employer shall continue to pay the employee and claim all Workplace Safety & Insurance Board cheques subject to the following conditions:

- a) The difference between what the Employer pays the employee and what the Employer receives from the Workplace Safety & Insurance Board shall be deducted from the unused sick leave days accumulated by the employee on a proportionate basis.
- b) When the unused sick leave days are exhausted, Workplace Safety Insurance & Board cheques shall be forwarded directly to the employee.

**16.05**

When an employee has used all accumulated sick leave, no further sick leave may be accumulated until the employee returns to active employment for a period not less than the major part of the calendar month.

**ARTICLE 17 LEAVES OF ABSENCE**

**17.01**

At the discretion of the Employer, an employee may be granted a reasonable leave of absence without pay for up to one (1) year. Such leave time in excess of one (1) month shall be without benefits.

A written application for leave must be submitted by the employee at least thirty (30) days prior to the requested leave; recommended by the General Manager, Physical Plant Facilities, or designate, and approved by the Superintendent of Human Resources or designate. Leaves must not adversely affect the operation of the Department or the Board.

**17.02**

Upon ten (10) working days advance written notice by the local Union, the Employer shall grant a leave of absence to any member of the bargaining unit who is required to attend Union conferences, seminars, or schools, providing such leaves do not unduly

interfere with the Employer's operations. The local Union shall reimburse the Board for the salary involved.

**17.03**

An employee shall be granted up to a maximum of five (5) working days bereavement leave of absence with pay in the case of the death in the employee's immediate family. "Immediate family" is defined as a spouse, parent, parent-in-law, child, grandchild, brother, sister, ward or former legal guardian.

An employee shall be granted up to a maximum of two (2) working days bereavement leave in the case of the death in the employee's family to attend the funeral. This will be in the case of the death of an uncle, aunt, grandparent, brother-in-law, son-in-law, daughter-in-law, sister-in-law, niece or nephew. The time required, not exceeding one (1) working day shall be granted without loss of pay to an employee to attend a funeral as a pall bearer, provided such employee has the authorization of the General Manager, Physical Plant Facilities which shall not be unreasonably withheld. The employee shall provide evidence upon request. Bereavement leave is not applicable where an employee is on vacation or sick leave at the time of bereavement.

**17.04**

- a) The Employer shall grant leave of absence without loss of seniority to an employee who serves on a jury or as a witness in any court pursuant to a jury notice or subpoena. The Employer shall pay such employee the difference between normal earnings and the payment received for jury services or court witness, excluding payment for travelling, meals or other expenses. Payment shall not be granted where the employee is a party to the court action. The employee will present proof of service and the amount of pay received.
- b) An employee who is quarantined (as identified in writing by the Medical Officer of Health) shall be granted paid leave of absence without loss of seniority for the duration of the quarantine.

**17.05**

An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted unpaid leave of absence without benefits and without loss of, or increase in seniority, by the Employer, for a period of up to one (1) year. Leave for elected public officials shall be renewed each year on request during the term of elected office. Leave for full-time positions with the Union, or any body with which the Union is affiliated, shall be limited to a maximum of one (1) year. Leaves of absence under this clause shall be limited to one (1) employee at a time.

**17.06**

Pregnancy, Parental and Adoption Leave shall be granted in accordance with the terms and conditions of the Employment Standards Act. An employee must:

- a) pay the employee's contributions for benefits, if any, in advance of commencing such leave in order to maintain benefit coverage during a pregnancy, parental or adoption leave; or
- b) provide the Employer with written notice that the employee does not intend to pay the employee's contributions, if any, in advance of commencing such leave
- c) employees returning to work from the statutory pregnancy, parental or adoption leave of one (1) year will be returned to their previous assignment.

Upon request, an extension of up to one (1) year shall be granted to any employee who is entitled to a statutory pregnancy, parental, or adoption leave. Upon return to employment, the employee shall be entitled to a position for which the employee is qualified at the same level as the position held prior to the leave in either the north or south, depending on the employee's place of residence.

#### **17.07**

The Board shall grant an employee a paternity leave of four (4) days with full salary and benefits for the birth or adoption of his child. Such paternity leave may be taken within the period one (1) month prior or one (1) month after the birth of the child.

#### **17.08**

The Director of Education or designate may grant emergency leave up to a maximum in any year of ten (10) days (to include days granted under 17.03). With the exception of days granted under 17.03, such days granted shall be deducted from sick leave credits.

#### **17.09**

At the request of the Union, and upon (2) two weeks advance written notice, the Board shall grant the President of the Union a leave of absence with pay for the duration of the President's term of office, or any lesser period which may be requested by the Union, provided that the Union reimburses the Board for the salary and benefits involved. Upon completion of the President's leave, the employee shall be returned to his/her previous assignment. Regardless of the length of the President's leave, full seniority rights shall be granted.

#### **17.10**

At the discretion of the Board, an employee may be granted an Education Leave of Absence without pay or benefits for up to one (1) year. A written application for leave shall be made to the Director of Education or designate 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. For a leave of less than four (4) months, the employee shall be returned to his/her previous assignment; for a leave of greater than four (4) months, the employee shall be returned to a position at the same level as the position held prior to the leave. Regardless of the length of the education leave, full seniority rights shall be maintained.



ARTICLE 18 PENSION PLAN

18.01

The Employer shall make a contribution on behalf of each employee enrolled in the pension plan, in accordance with the provisions of the Ontario Municipal Employees Retirement System (OMERS).

18.02

Employees shall retire in accordance with the terms of OMERS.

ARTICLE 19 BENEFITS

19.01

Subject to, and in accordance with the conditions of eligibility as defined by the plans, the Employer shall assume the payment of premiums of the employee benefit plans in the proportion herein specified based upon full-time employment of employees eligible to enroll in such plans.

- a) The Employer shall assume single benefit coverage for semi-private and major medical for all full-time employees unless otherwise directed. Single dental coverage, basic life insurance and Long Term disability are mandatory and all full-time employees must carry these benefits.
- b) The Employer shall assume one-half (1/2) of the under-noted percentage premium costs for all part-time employees who elect to join semi-private, major medical and dental coverage.

Basic life insurance and Long Term Disability plans are mandatory and all part-time employees must carry these benefits. The Board shall pay 100% of the required premiums.

Actual benefit coverage will commence on the date upon which the Benefits Department receives the complete and fully executed documentation package.

- c) Probationary employees shall be covered under the applicable employee benefit plans in accordance with eligibility specified in the respective plans.

The agreement to pay the cost of a group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group to any employee should an insurer fail or refuse to pay or provide same, in whole or in part.

- i) Group Life Insurance \$10,000 basic life insurance coverage .....100% of required premium. Additional optional Life Insurance coverage at 3 X annual salary ...80% of required premium.

- ii) Major Medical Plan with extension to cover: eyeglasses \$200, hearing aids \$500 every five (5) years, Chiropractic coverage maximum \$225 per person beyond government plan, and Health Care outside Canada. Deductible \$10 single, \$20 family .....90% of required premium
  - iii) Semiprivate Hospital Coverage.....100% of required premium
  - iv) Dental Plan II based on current O.D.A. Fee Guide .....90% of required premium. Maximum Orthodontic \$3000. Maximum individual Dental \$2000
- d) **The Board shall pay 100% of the required premiums for the group Long Term Disability (LTD) Plan. Employees who are absent for seventy-five (75) working days of continuous disability or who are on an approved vocational rehabilitation plan and cannot sustain full hours at work, must apply for Long Term Disability benefits which if the employee is eligible, will begin on the 76<sup>th</sup> day of absence.**

Employees who have made application for Long Term Disability and who have not been granted LTD benefits on the 76th day of illness shall continue to receive a salary of seventy (70) percent of wages, deducted from sick leave credits.

Upon approval of Long Term Disability benefits, an employee must reimburse the Board for any salary paid after the 75th day of disability. Upon reimbursing the Board for monies owed, the appropriate number of sick leave credits shall be reinstated to the employee.

**19.02**

The Employer reserves the right to change employee benefits, insurers, or carriers at any time, providing that the benefits in the opinion of the Employer are equal or better. The Employer will notify the President of the Union, in writing, of any changes to the plan and a hard copy of the Master Benefit policies will be sent to the local Union office, when revised.

Long Term Disability Plan

All present and newly-hired employees shall be covered by the Long Term Disability Plan if they are eligible as defined by the Plan.

**19.03**

For the purposes of eligibility for benefits coverage under Articles 19.01 (c), (d), (e), an employee's "family" shall include spouse and unmarried dependent children to age 21, or age 25 if in full time attendance at an accredited institute of learning.

**19.04**

**Subject to and in accordance with the conditions of eligibility as defined by the plan,** the Board shall make available through its insurers optional life insurance coverage for dependent spouses and dependent children (including children who would

qualify under Article 19.03) of employees. The following conditions shall apply to such insurance:

- (i) Such insurance shall be available in units of \$10,000 up to a maximum of **ten (10)** units.
- (ii) The employee shall pay the cost of such insurance and **shall** pay the yearly premium either:
  - a) in full at the time of applying for such insurance, or
  - b) by means of bi-weekly deduction

**19.05**

Ontario Health Insurance Plan coverage is paid 100% by the Board through contributions to the Employer Health Tax.

**ARTICLE 20 WAGES AND ALLOWANCES**

**20.01**

The Employer shall pay the rates and wages as outlined in Schedule "A" attached to and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of wages and deductions. All wages will be deposited directly into the employee's bank account.

**20.02**

Employees may, upon giving ten (10) working days notice to the Payroll Supervisor, receive on the last office day preceding commencement of their annual vacation any salary cheques which may fall due during the period of their vacation.

**20.03**

Employees who are required to use their vehicle for authorized business of the Employer shall be reimbursed at the following rates:

Effective October 1, 2006 – **May 31, 2007**

	Rate
up to 5,000 km per year	\$0.3375 per km
over 5,000 km per year	\$0.2975 per km

**Effective June 1, 2007 - Ministry of Education Base Rate for Southern Ontario**

Mileage shall be calculated from the first work assignment and end at the last work assignment of each day.

**20.04**

An employee who has commenced work prior to September 30, 1979 and who has continuous service with the Board and is eligible for retirement under OMERS or upon death while in the employ of the Board under the same terms as would make such employee eligible for pension or disability allowance under OMERS shall be entitled to a retirement gratuity. The gratuity shall be paid at the rate of 1% of salary per year of service up to fifteen (15) years, plus 2% for each year of service thereafter, to a maximum total of 50% of accumulated sick leave credits provided in Article 16.01 of this Agreement.

**20.05**

An employee whose employment commences after September 30, 1979 shall not be eligible for retirement gratuity.

**20.06**

An Employee who is required to be on standby shall be paid for two (2) hours at the regular rate of pay for each weekend spent on standby and three (3) hours for each long weekend spent on standby.

**20.07**

An Employee shall be paid a shift premium of twenty-five (25) cents per hour for work performed by the Employee during the midnight shift. For purposes of calculating overtime pay or Sunday premium, shift premiums shall not be considered as part of an Employee's applicable hourly rate.

**20.08**

An employee required to work more than ten (10) continuous hours shall be paid a meal allowance of five (5) dollars.

**ARTICLE 21 GENERAL CONDITIONS**

**21.01**

The Employer shall provide bulletin boards which shall be placed so that all employees shall have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees, subject to the approval of the General Manager, Physical Plant Facilities or designate. Such approval shall not be unreasonably denied.

**21.02**

Wherever the singular or masculine appears in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement so requires.

**21.03**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the rights and duties under it. For this reason, the Board shall issue a printed copy of the Agreement to each employee. The agreement shall be printed in a



## **21.06**

Neither the Union nor the Employer will discriminate against any employee:

- a) by reason of membership in the Union
- b) within the meaning of the Ontario Human Rights Code.

## **21.07**

### **Technological Change**

If new machines or equipment are introduced or new or greater skills are required of the employees, the affected employees will be provided with the required training at the expense of the Board.

## **ARTICLE 22 PART-TIME EMPLOYEES**

### **22.01**

Notwithstanding any other section or Article of this Agreement, the applicability of specific terms relating to employees regularly scheduled to work twenty-four (24) hours per week or less shall be as follows:

- a) The provisions of Article 12.02 do not apply
- b) The provisions of Article 12.04 relate to an eight (8) hour employee and employees who are scheduled for less than eight (8) hours shall have a ten (10) minute rest period for each full four (4) hours worked in a shift
- c) To qualify for the premium pay of time and one-half (1-1/2) an employee must work over twenty-four (24) hours in a week or on a Saturday. To qualify for the premium pay of double time, an employee must work on a Sunday or on a paid holiday as set out in Article 14.01 and subject to Article 14.02.
- d) Article 14.01 is amended to delete Canada Day, Civic Holiday and Labour Day for those employees who are regularly scheduled to be off for the summer school vacation, Spring break, and/or Winter break, whichever is appropriate. The provisions of Article 14.02 still apply to qualify for pay.
- e) The wages for employees shall be **as** set out in Schedule "A"
- f) In accordance with Article 18.01, the Employer shall make the required contribution to the Plan on behalf of each other than continuous, full-time employee eligible to join the OMERS in accordance with the provision of the Pension Benefits Act (1987).
- g) Any qualified part-time employee who wishes to work as a Custodian on a full-time basis during the summer break must notify his/her Supervisor in writing by May 1. For purposes of this Article, "qualified" shall mean successful completion of the

Basic Custodial course.

The Board will determine the number of additional full-time custodian positions that will be offered to available qualified part-time employees during the summer break. Such positions will be offered based on seniority. The remaining part-time employees in excess of the work available, will be laid off. The provision of Articles 9.07 and 22.05 will not apply. No full-time employee shall be laid off as a result of a part-time employee working during the summer break.

In the event that part-time employees are not recalled by the first school day of the new school year, Articles 9.07 and 22.05 will then apply.

- h) **All 10 month school** employees will be paid vacation on their bi-weekly pay cheques.

#### **22.02**

Each year the Union President shall receive a copy of the school calendar which sets out dates for school openings and closings for summer vacation, Christmas and Spring breaks, the Board will comply.

#### **22.03**

Part-time cleaners shall be given the opportunity to apply for work during the summer holiday period. Appointment shall be at the existing part-time rate covered by Schedule "A".

#### **22.04**

When a part-time cleaner is absent for more than two (2) days, additional time will be assigned to other bargaining unit employees.

#### **22.05**

- a) **Cleaners who are laid off because of lack of work in their job classification may, if they are fully qualified to do so, bump the less senior cleaner.** A cleaner who is recalled to work must signify intent to return within **ten (10)** working days of being advised of the recall.
- b) **Bumping rights do not apply if an employee is surplus to their location only. Every attempt will be made to place the displaced Cleaner in an equivalent position, in the same geographical location.**

### **ARTICLE 23 HARASSMENT/SEXUAL HARASSMENT**

#### **23.01**

The Board recognizes that the inherent right of all individuals to be treated with dignity and respect is central to Catholic values and Christian beliefs. As a Catholic educational community it is committed to the creation of a working environment which fosters mutual respect for the dignity and well being of all employees and recognizes that every

employee has a fundamental right to a workplace free from harassment.

Harassment may include incidents involving unwelcome behaviour which he or she knows or should know **is** unwelcome and includes, but is not limited to:

- Unwanted comments, conduct, suggestions or interference
- Various forms of intimidation and aggressive behaviour
- Verbal and emotional abuse
- Withholding of information necessary to perform one's duties
- "Bullying" – which is an attempt to undermine an individual through criticism, intimidation, hostile verbal and non-verbal communication and interfering actions
- Abuse of position/authority – this does not include the normal exercise of
- Supervisory responsibilities, including direction, counselling and discipline when necessary
- Jokes, name-calling or displaying material (e.g. posters, cartoons) which
- demean, embarrass, or humiliate

Sexual harassment may include incidents involving unwelcome sexual comment or conduct that intimidates, demeans or offends an individual and includes, but is not limited to:

- Unwelcome sexual innuendo
- Unwelcome sexual advances
- Inappropriate body contact
- Request for sexual favours
- Display of exploitive material
- Leering
- Unwelcome questions or comments about a person's sexual life
- Unwelcome comments on a person's sexual attractiveness or unattractiveness

It is understood that incidents involving alleged harassment or sexual harassment, shall be dealt with in accordance with GAP 305, prior to being the subject of a grievance.

### **23.02 – ASSAULT**

The Board and all employees recognize that every employee has the right to freedom from assault in the workplace. The policy statements of the Board on Safe Schools shall apply to all employees covered by this Collective Agreement.

## **ARTICLE 24 TERM OF AGREEMENT**

### **24.01**

This Agreement shall remain in full force and effect until the 30th day of September, 2009 and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing not more than three (3) months and not less than one (1)



month prior to the date of its termination that it desires to terminate or amend this Agreement.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives on the **9th** day of **May, 2007**.

DUFFERIN-PEEL CATHOLIC  
DISTRICT SCHOOL BOARD

CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 1483

M. M. M.  
J. Anne Shepherd  
Terry Buons  
B. Robinson  
A. Mann  
Richard Monah  
[Signature]  
Karen Talbot

[Signature]  
[Signature]  
[Signature]  
[Signature]  
Mike Vay  
Blue Book  
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**SCHEDULE "A" ANNUAL SALARIES  
OCTOBER 1, 2006**

Maintenance Classifications

Category A           \$63,976.00  
(approx. hourly equivalent)   \$30.76/hr.  
Air Conditioning Mechanic  
Plumber

Category B           \$60,856.00  
(approx. hourly equivalent)   \$29.26/hr  
Electrician

Category C           \$59,339.00  
(approx. hourly equivalent)   \$28.54/hr.  
Environmental Controls Technician  
Heating Controls Technician  
Carpenter

Category D           \$58,710.00  
(approx. hourly equivalent)   \$28.23/hr.  
Sr. Audio Visual Technologist

Category E           \$53,266.00  
(approx. hourly equivalent)   \$25.60/hr.  
Painter  
Maintenance "A"  
Glazier  
Intermediate Audio Visual Technologist  
Locksmith  
Welder  
Construction Carpenter  
Building Operator

Category F           \$46,130.00  
(approx. hourly equivalent)   \$22.18/hr.  
Maintenance "B"  
Jr. Audio Visual Technologist

Responsibility Allowance: \$1200 per annum for Maintenance Lead Hands  
Prorated over the term of the assignment.

**SCHEDULE "A" ANNUAL SALARIES  
OCTOBER 1, 2007**

Maintenance Classifications

Category A        \$65,895.00  
(approx. hourly equivalent)    \$31.68/hr.  
Air Conditioning Mechanic  
Plumber

Category B        \$62,682.00  
(approx. hourly equivalent)    \$30.14/hr  
Electrician

Category C        \$61,119.00  
(approx. hourly equivalent)    \$29.40/hr  
Environmental Controls Technician  
Heating Controls Technician  
Carpenter

Category D        \$60,471.00  
(approx. hourly equivalent)    \$29.08/hr  
Sr. Audio Visual Technologist

Category E        \$54,864.00  
(approx. hourly equivalent)    \$26.37/hr.  
Painter  
Maintenance "A"  
Glazier  
Intermediate Audio Visual Technologist  
Locksmith  
Welder  
Construction Carpenter  
Building Operator

Category F        \$47,514.00  
(approx. hourly equivalent)    \$22.85/hr.  
Maintenance "B"  
Jr. Audio Visual Technologist

Responsibility Allowance: \$1200 per annum for Maintenance Lead Hands  
rotated over the term of the assignment.

**SCHEDULE "A" ANNUAL SALARIES  
SEPTEMBER 30, 2008**

Maintenance Classifications

Category A           \$66,356  
(approx. hourly equivalent)   \$31.90/hr.  
Air Conditioning Mechanic  
Plumber

Category B           \$63,121  
(approx. hourly equivalent)   \$30.35/hr.  
Electrician

Category C           \$61,547  
(approx. hourly equivalent)   \$29.61/hr.  
Environmental Controls Technician  
Heating Controls Technician  
Carpenter

Category D           \$60,894  
(approx. hourly equivalent)   \$29.28/hr.  
Sr. Audio Visual Technologist

Category E           \$55,248  
(approx. hourly equivalent)   \$26.55/hr.  
Painter  
Maintenance "A"  
Glazier  
Intermediate Audio Visual Technologist  
Locksmith  
Welder  
Construction Carpenter  
Building Operator

Category F           \$47,847  
(approx. hourly equivalent)   \$23.01/hr.  
Maintenance "B"  
Jr. Audio Visual Technologist

Responsibility Allowance: \$1200 per annum for Maintenance Lead Hands  
Prorated over the term of the assignment.

**SCHEDULE "A" ANNUAL SALARIES  
OCTOBER 1, 2008**

Maintenance Classifications

Category A        \$67,350 ■  
(approx. hourly equivalent)    \$32.38 /hr.  
Air Conditioning Mechanic  
Plumber

Category B        \$64,068  
(approx. hourly equivalent)    \$30.81/hr.  
Electrician

Category C        \$62,470  
(approx. hourly equivalent)    \$30.05/hr.  
Environmental Controls Technician  
Heating Controls Technician  
Carpenter

Category D        \$61,807  
(approx. hourly equivalent)    \$29.72/hr  
Sr. Audio Visual Technologist

Category E        \$56,077  
(approx. hourly equivalent)    \$26.95/hr  
Painter  
Maintenance "A"  
Glazier  
Intermediate Audio Visual Technologist  
Locksmith  
Welder  
Construction Carpenter  
Building Operator

Category F        \$48,565  
(approx. hourly equivalent)    \$23.36/hr.  
Maintenance "B"  
Jr. Audio Visual Technologist

Responsibility Allowance: \$1200 per annum for Maintenance Lead Hands prorated over the term of the assignment.

**SCHEDULE "A" ANNUAL SALARIES  
OCTOBER 1, 2006**

<b><u>Custodial Classification</u></b>	<b><u>Basic</u></b>	<b><u>6 Months</u></b>	<b><u>1 Year</u></b>
Cleaners			19.91\hr
Custodian/ Floating Custodian (approx. hourly equivalent)	37,900 18.22/hr.	39,637 19.05/hr.	41,398 19.91/hr.
Head Custodian (<35,000 sq. ft.) (approx. hourly equivalent)	39,668 19.07/hr.	42,160 20.27/hr.	44,796 21.54/hr.
Head Custodian (<65,000 sq. ft.) (approx. hourly equivalent)	40,828 19.64 /hr.	43,333 20.84/hr.	45,890 22.06/hr.
Head Custodian (>65,000 sq. ft.) (approx. hourly equivalent)	41,884 20.14/hr	44,692 21.48/hr.	47,528 22.86 /hr.
Lead Hand (approx. hourly equivalent)	49,460 23.79/hr.		
Storekeeper/ Courier Driver (approx. hourly equivalent)	39,174 18.83/hr.	41,051 19.74/hr.	42,914 20.63/hr.
Student Rate	\$12.00/hr.		

**SCHEDULE "A" ANNUAL SALARIES  
Effective September 1, 2007**

	<u>Basic</u>	<u>6 Months</u>	<u>1 Year</u>
Cleaners	18.22/hr	19.05/hr	19.91/hr

**SCHEDULE "A" ANNUAL SALARIES  
OCTOBER 1, 2007**

<u>Custodial/Cleaner Classification</u>	<u>Basic</u>	<u>6 Months</u>	<u>1 Year</u>
Cleaners	18.77/hr	19.62/hr	20.51/hr
Custodian/ Floating Custodian (approx. hourly equivalent)	39,037 18.77/hr	40,826 19.62hr	42,640 20.51/hr
Head Custodian (<35,000 sq. ft.) (approx. hourly equivalent)	40,858 19.64/hr.	43,425 20.88/hr.	46,140 22.19/hr.
Head Custodian (<65,000 sq. ft.) (approx. hourly equivalent)	42,053 20.23/hr.	44,633 21.47/hr.	47,267 22.72/hr.
Head Custodian (>65,000 sq. ft.) (approx. hourly equivalent)	43,141 20.74hr.	46,033 22.12/hr.	48,954 23.55/hr.
Lead Hand (approx. hourly equivalent)	50,944 24.50		
Storekeeper/ Courier Driver (approx. hourly equivalent)	40,349 19.39/hr.	42,283 20.33/hr.	44,201 21.25/hr
Student Rate	\$12.00/hr		

**SCHEDULE "A" ANNUAL SALARIES  
SEPTEMBER 30, 2008**

<b><u>Custodial Classification</u></b>	<b><u>Basic</u></b>	<b><u>6 Months</u></b>	<b><u>Year</u></b>
Cleaners	18.90/hr.	19.76/hr.	20.65/hr.
Custodian/ Floating Custodian (approx. hourly equivalent)	39,310 18.90/hr.	41,112 19.76/hr.	42,938 20.65/hr.
Head Custodian (<35,000 sq. ft.) (approx. hourly equivalent)	41,144 19.78 /hr.	43,729 21.03/hr.	46,463 22.35/hr.
Head Custodian (65,000sq. ft.) (approx. hourly equivalent)	42,347 20.37/hr.	44,945 21.62/hr.	47,598 22.88/hr.
Head Custodian (>65,000 sq. ft.) (approx. hourly equivalent)	43,443 20.89/hr.	46,355 22.27/hr.	49,297 23.71/hr.
Lead Hand (approx. hourly equivalent)	51,301 24.67/hr.		
Storekeeper/ Courier Driver (approx. hourly equivalent)	40,631 19.53/hr.	42,579 20.47/hr.	44,510 21.40/hr.
Student Rate	\$12.00/hr.		



**SCHEDULE "A" ANNUAL SALARIES  
OCTOBER 1, 2008**

<b><u>Custodial Classification</u></b>	<b><u>Basic</u></b>	<b><u>6 Months</u></b>	<b><u>Year</u></b>
Cleaners	19.18/hr	20.06/hr	20.96/hr
Custodian/ Floating Custodian (approx. hourly equivalent)	39,900 19.18/hr	41,729 20.06/hr	43,582 20.96hr
Head Custodian (<35,000 sq. ft.) (approx. hourly equivalent)	41,761 20.08 /hr	44,385 21.35/hr.	47,160 22.69/hr
Head Custodian (<65,000 sq. ft.) (approx. hourly equivalent)	42,982 20.68/hr	45,619 21.94/hr.	48,312 23.22/hr
Had Custodian (>65,000 sq. ft.) (approx. hourly equivalent)	44,095 21.20/hr	47,050 22.60/hr	50,036 24.07/hr
Lead Hand (approx. hourly equivalent)	52,071 25.04/hr		
Storekeeper/ Courier Driver (approx. hourly equivalent)	41,240 19.82/hr	43,218 20.78/hr	45,178 21.72/hr
Student Rate	\$12.00/hr		

## GENERAL FOOTNOTES

1. If Custodial or Maintenance Personnel work less than forty (40) hours per week and/or less than fifty-two (52) weeks per year, apart from recognized vacation and holidays, salaries will be adjusted on a pro-rata basis.
2.
  - a) Schools under 10,000 sq. ft. will be combined to give a total area of over 10,000 sq. ft. where possible.
  - b) Where two (2) or more schools are combined, a Custodian shall not be paid more than the salary in "Custodian under 35,000 sq. ft."
  - c) Custodians in schools not combined as in (a) above will be paid on a pro-rata basis on a percentage of 10,000 sq. ft.
  - d) Should the Employer contract out these schools, the provisions of Article 3.03 shall apply.
3. Where a salary range is given, employees shall progress through the range in accordance with satisfactory improvement in qualifications, unless written notice has been given that the required satisfactory improvement qualification has not been met, in which case the increase will be withheld pending attaining such required qualification. The withholding of the increase is grievable.
4. An allowance of thirty dollars (\$30) per month during the months of the school year shall be paid to each employee who works a full eight (8) hour shift and whose period of lunch is regularly scheduled for more than one (1) hour.
5. An allowance of twenty dollars (\$20) per week shall be paid to an employee who looks after a Recreation Summer Playground held at that school whether for part or full day.
6. In the event a school with only one (1) Custodian is re-designated as a school with two (2) Custodians, the two (2) hour lunch period shall be reduced to one (1) hour.
7. In order to qualify for course reimbursement, an employee must be requested to take a course by the Superintendent in charge and have the approval of the Director.
8. When a Custodian is promoted to a higher custodial classification, the Custodian will retain his/her previous experience level.
9. If the Head Custodian is absent from work, the **Employer** will permit the Custodian with the highest seniority to work the day shift. If the Lead Hand is absent from work for one (1) day or longer, the Employer will appoint the most

senior employee who is qualified at that location to fill the temporary position.

### **MAINTENANCE FOOTNOTES**

1. The present practice of the division of work assignments among Maintenance employees as of October 1st, 1976 shall be continued.
2. A Maintenance employee who is specifically assigned to relieve the **Supervisor** during absence of one (1) or more full consecutive days shall be paid a responsibility allowance of 75% of the difference between his or her salary and that of the **Supervisor** rate while so assigned.
3. The Classification of Maintenance "A" covers those employees holding and using a valid trades Certificate as required other than for name tradespersons in this Schedule "A".
4. The Classification of Maintenance "B" covers Maintenance employees other than as set out in Footnote #3 above.
5. A Maintenance "B" employee who is specifically assigned to relieve a Maintenance "A" employee during an absence of one (1) or more full consecutive days shall be paid a responsibility allowance of 75% of the difference between his or her salary and that of the Maintenance "A" employee while so assigned.
  - a) The Employer will supply to each school a set of hand and garden tools.
  - b) Maintenance personnel are required to supply their own tools, but the Employer will replace or repair personal tools which, in the opinion of the Employer, were worn or damaged at the Employer's work.

### **LETTER OF UNDERSTANDING #1**

For the purpose of scheduling Maintenance activities during the afternoon shift, appointment shall be on a mutual agreement basis for employees who commenced employment prior to March 1, 1991.

### **LETTER OF UNDERSTANDING #2**

Whereas the Board has entered into joint ownership agreements with other outside parties to operate Multi-Use Complexes which for purposes of this Letter of Understanding would incorporate a school, and, whereas the needs of these Complexes may be different from the operating procedures of present facilities, the parties agree that this Letter of Understanding shall apply to **employees within this bargaining unit only, performing work** within such Complexes. These Articles and Footnotes are amended as follows:

## ARTICLE 8 – NO STRIKES, LOCKOUTS

### 8.01

There will be no strikes or lockouts as defined under the Ontario Labour Relations Act.

## ARTICLE 12 – HOURS OF WORK

### 12.01 a)

The Board shall set hours of work based on operating needs. The normal work week shall consist of forty (40) hours comprising of up to ten (10) hours per day including weekends.

Existing Article 12.06 does not apply.

Existing Article 12.07 shall be amended as follows:

“For day-shift custodian positions, the work day shall commence between 6:00 a.m. and before 10:00 a.m.”

Notwithstanding the foregoing, the union acknowledges that the Board has the right to post weekend part time cleaner positions for Saturday and Sunday. Employees will be regularly scheduled to work between **16 – 24** hours per week.

As such the provisions of Article **22.01 c)** do not apply and are replaced with the following:

To qualify for the premium pay of time and one-half (**1%**) an employee must work over twenty-four hours in a week. Time and a half will not be paid for a regularly scheduled shift which occurs on a Saturday unless it is in excess of twenty-four hours a week.

To qualify for the premium pay of double time on a Sunday, an employee must work over twenty-four hours in a week. Double time will not be paid for a regularly scheduled shift which occurs on a Sunday or on a paid holiday.

## ARTICLE 13 – OVERTIME

### 13.01 b)

Overtime at the rate of double time (2 times) shall be paid for all hours worked on a Sunday in excess of **24** hours per week.

## ARTICLE 14 – PAID HOLIDAYS

### 14.01

Article 14.01 is amended to include the following sentence:

“Employees assigned to cover non-school operations on a paid holiday will be granted the aforementioned time in lieu at an alternate date within the following five (5) working days.”

## **ARTICLE 20 - WAGES AND ALLOWANCES**

### **20.08**

Employees beginning their shift at or after 11:00 p.m. will qualify for the midnight shift premium.

Existing Article 20.04 does not apply.

### **GENERAL FOOTNOTES**

Existing General Footnote #5 does not apply.

For **the** purposes of this Letter of Understanding, only the following facilities are considered to be Multi-Use complexes:

- St. Cecilia/Westervelt Corners Public Elementary School
- St. Aloysius Gonzaga Secondary School
- **St. Marcellinus Secondary School**
- **St. Joan of Arc Secondary School**

The Union acknowledges that the parties to the joint ownership agreement may end or not renew any custodial/maintenance contract, in whole or in part, for a Multi-Use Complex. Should this occur, all working conditions will revert back to the current collective agreement language.

### **LETTER OF UNDERSTANDING #3**

#### Trades Experience Program

Applicants for maintenance positions, other than Maintenance B and Audio Visual Technologist, shall possess the required trade certificate for the position. Applicants who hold the required certificate, but do not possess the experience levels as stated in the job description, will be considered based on the following conditions:

1. The applicant's certificate will be valid.
2. The applicant will be assessed by the employer as to the applicant's level of experience in the trade.
3. The successful applicant will be assigned to the position for the period of time extending from the assessed level of experience to the experience required in the job description.
4. The successful applicant **will** be paid at a rate equal to seventy percent (70%) of the difference between the Maintenance B rate and the applicable trade rate, as set out in the collective agreement for the entire period stated in 3 above.
5. Upon successfully reaching the required level of experience, the successful

applicant will thereafter be paid at the full trade rate.

LETTER OF UNDERSTANDING #4

Re: Balanced School Day

The parties agree that any concerns regarding Balanced School Day will be discussed at Employee Relations Committee meetings.

LETTER OF UNDERSTANDING #5

Effective September 30, 2006, employees in the position of Construction Carpenter or Maintenance A/Carpenter holding permanent valid carpenter licenses and performing the duties of a carpenter will move from Category E to the position of Carpenter in Category C.

LETTER OF UNDERSTANDING #6

Effective July 1, 2007, the following conditions will apply for the purpose of calculating seniority as per Article 9.04 of the Collective Agreement. Seniority will be calculated based on 1.0 FTE (Full Time Equivalent) for 12 months. Employees employed less than 12 months per year and/or less than full time per year will have their seniority calculated on a pro-rated basis. All seniority attained as of June 30, 2007 will remain intact. The following schedule will apply to publishing the seniority list for posting purposes.

Date Published:	Seniority Accrued to:
November 1, 2007	June 30, 2007
April 1, 2008	December 31, 2007
November 1, 2008	June 30, 2008
April 1, 2009	December 31, 2008
November 1, 2009	September 30, 2009
November 1, 2010	September 30, 2010

LETTER OF UNDERSTANDING #7

The parties agree to establish a joint benefits committee with Board representation and representation from various board employee groups. The committee's mandate will be to review the current benefit plans. Recommendations resulting from this committee's review will be submitted to the Associate Director of Corporate Services for consideration.

LETTER OF UNDERSTANDING #8

The parties agree to form a joint Union/Board committee to review and revise, if necessary the following job descriptions:

Carpenter  
Electrician  
Plumber  
Heating Technician  
Environmental Controls Technician  
Air Conditioning Mechanic  
Painter  
Glazier  
Welder

Final job descriptions will be forwarded to the Superintendent of Planning and Operations for final signature.

Should the joint committee be unable to reach a consensus with regard to the final job description, then the parties agree that the job description and any pertinent information will go to the Superintendent of Employee Relations and/or to the next round of negotiations.

### LETTER OF UNDERSTANDING#9

#### RE: STAFFING RATIO

The parties agree to the following staffing ratios:

##### A) Custodial Ratio

The parties agreed to establish a custodial full time equivalent staffing ratio to be included in the Collective Agreement based on the existing FTE staffing numbers and the total gross square footage as of May 8, 2007.

Custodial Ratio: **18,150** square foot./FTE\*

\*Formula - Total gross square footage ÷ custodial FTE

##### B) Maintenance Ratio

The parties agreed that the maintenance full time equivalent staffing ratio will be maintained at the current FTE maintenance staffing number existing as of May 8, 2007 until September 30, 2009.

Maintenance Ratio: **75** FTE

Based on the current FTE existing as of May 8, 2007.

### LETTER OF UNDERSTANDING#10

The parties agree that if additional provincial funding is provided to fund salaries for support staff for the period ending August **31, 2009**, then the **1.5%** salary increase for October **1, 2008** will be adjusted to reflect Ministry of Education funding for support staff.

LETTER OF INTENT #1

All employees employed by the Board on October **1, 2006** who have since terminated their employment with the Board are eligible to receive retroactive payment for all paid hours after October **1, 2006**. The Board shall send to such individuals, at their last known address, notification of their eligibility to receive retroactive pay within sixty (60) days of ratification of this Agreement. Such individuals shall reply, in writing, to the Board within thirty (30) days of receipt of the notification stating their wish to receive retroactive pay and the Board shall issue retroactive pay cheques upon receipt of such reply.

LETTER OF INTENT #2

The Parties agree that if there are plans to amalgamate the Board's services, which impact on jobs within this bargaining unit, the Parties will meet to discuss this matter at least sixty (60) days prior to the implementation of such program.

LETTER OF INTENT # 3

The parties **agree** to implement the approved Deferred Salary Leave Plan effective September **1<sup>st</sup>, 2007**. This approved plan is considered to be appended to the collective agreement.

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