

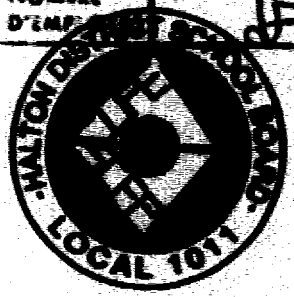
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No. OF EMPLOYEES	270
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"Pursuing Excellence in Education Through Commitment and Service"



"One Strong Voice"

Partners in Education



**COLLECTIVE AGREEMENT**

between

**THE HALTON DISTRICT SCHOOL BOARD**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL No. 1011**

**RECEIVED**  
MAR 0 2000

Effective September 1, 1999  
(Unless otherwise indicated herein)

12394(01)

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## ARTICLE I - PURPOSE

### 1.01

This Agreement is entered into by the parties to provide for orderly collective bargaining relations between ~~the Board and~~ its employees represented by ~~the~~ Union. It is the desire of ~~both~~ parties to co-operate in maintaining a harmonious relationship between the Board and its employees, to make provisions herein for wages, hours of work and working conditions, and to provide an orderly method of settling grievances under this Agreement which may arise from time to time, and ~~the~~ Union acknowledges ~~the Board's~~ obligations to provide reliable and continuous service performed with skill and efficiency.

### 1.02

"Demotion" shall be deemed to mean transfer to a job carrying a lower basic rate of pay.

"F. T. E. " means Full-Time Equivalence,

"Full-Time employee" means an employee of ~~the~~ Board regularly employed for more than twenty-four (24) hours per week.

"Part-Time employee" means an employee of the Board regularly employed for twenty-four (24) hours or less per week.

It is recognized ~~that~~ employees regularly employed for twenty-four (24) hours or less per week usually work more ~~than~~ twenty-four (24) hours per week during ~~the~~ school vacation period and the parties hereto ~~are agreed that~~ such employees ~~are~~ regularly employed for twenty-four (24) hours per week and therefore ~~are~~ part-time employees.

"Permanent transfer" shall be a permanent transfer to a job carrying ~~the same~~ rate of pay.

"Promotion" shall be defined as a permanent transfer to a job carrying a higher rate of pay.

## ARTICLE II - RECOGNITION

### 2.01

The Board recognizes the Canadian Union of Public Employees, Local 1011, as the exclusive bargaining agent for all its employees in the Region of Halton save and except supervisors, persons above the rank of supervisor, teaching staff, office staff, temporary workers, and students employed less than four (4) consecutive months per year. The parties agree that bus drivers, cafeteria staff, para-professional staff and audio visual staff, are not included in the bargaining unit.

### 2.02

The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the seniority employees in the bargaining unit as defined above except where the context otherwise provides.

### 2.03

No employee shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Collective Agreement.

### 2.04

In respect of employees covered by this Agreement, the Board will not recognize during the currency of this Agreement, any other bargaining unit.

### 2.05

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, that employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit up to a maximum period of ninety (90) days. If an employee returns to the bargaining unit, that employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

### 2.06

The Union shall have the right to have the assistance of counsel and/or an advisor when dealing with the Board at any Step of the grievance procedure, when negotiating with the Board, or at any other meeting convened to by the Board and to be attended by either elected representatives of the Board or the Superintendent of Human Resources, or designees.

### 2.07

The words "shall" and "will" are deemed to be synonymous throughout.

### **ARTICLE III - RELATIONSHIP**

#### **3.01**

The parties hereto mutually ~~agree that~~ any employee of the Board covered by this Agreement may become or ~~refrain from~~ becoming a member of the Union if the employee ~~so~~ desires.

#### **3.02**

The Board ~~agrees that~~ no employee shall in any manner be discriminated against or ~~coerced~~, restrained or influenced on ~~account~~ of membership or non-membership in any labour organization, or by reason of any ~~lack~~ of activity in any labour organization.

#### **3.03**

~~The Union agrees that~~ it will ~~not~~ discriminate against, coerce, or restrain any employee because of membership or non-membership, any activity or ~~lack~~ of activity in any labour organization.

#### **3.04**

The Union will not engage in Union activities during working hours or hold meetings at any time on ~~the~~ premises of ~~the Board~~ without ~~permission~~ of the Superintendent of Human Resources or designated representatives.

#### ARTICLE IV - MANAGEMENT RIGHTS

##### 4.01

Except as specifically modified by this Agreement, all rights and prerogatives which the Board had prior to the execution of this Agreement are retained by the Board and remain exclusively and without limitation within the rights of the Board. Without limiting the generality of the foregoing, the Board's rights shall include:

- (a) The right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time, rules and regulations, policies and practices, to be observed by its employees; the right to discipline and discharge employees for just cause provided that a claim of discharge without just cause may be subject matter of a grievance and dealt with as hereinafter provided.
- (b) The right: to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend, and retire employees; to select employees for positions excluded from the bargaining unit.
- (c) The right to determine: the location of its operations and their commencement, curtailment, or discontinuance; the direction of the working forces; the services to be furnished; the subcontracting of work; the schedules of work; the number of shifts; the methods, process and means of performing work; job content and qualifications; quality and quantity standards; the qualifications of employees; to use improved methods, machinery and equipment; overtime; to decide on the number of employees needed by the Board at any time; the number of hours to be worked, starting and quitting time are solely and exclusively the rights of the Board.
- (d) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Board.

## **ARTICLE V - DEDUCTION OF UNION DUES**

### **5.01**

All employees shall, on the date of this Agreement or after one (1) month's service, whichever last occurs, sign a card, authorizing the Board to deduct from their pay, an amount equivalent to the Union's regular monthly Union dues for each calendar month thereafter, and the Board will remit same not later than the last day of the same month of such deductions, to the Treasurer of Local 1011. Such remittance shall be accompanied by a list of all employees and the amount of dues deducted from each employee for that month, the total number of part-time employees and full-time employees and the basic monthly salary paid in that month.

Such deduction shall be in respect of regular monthly Union dues only, and shall not apply to any levies, special assessments or initiation fees. The amount to be deducted each month shall be equal to twice the hourly rate of pay. The Board will have no responsibility to collect past Union dues.

The deduction of such Union dues prior to the employees having worked for the Board for a period of three (3) consecutive calendar months shall in no way alter the seniority or probationary period provisions outlined in Article 7.02 of this Agreement.

### **5.01(A)**

In order that the Board may have definite instructions as to what amount is to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Superintendent of Human Resources in writing over the signature of the Secretary-Treasurer of the Union of the amount of deductions to be made by the Board equivalent to the Union's regular monthly dues, and the Board shall have the right to rely upon such written notification until it receives other written notification signed with the same formality.

### **5.01(B)**

The Union agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim the Board has acted wrongfully or illegally in making such check-off deductions.

### **5.02**

The Superintendent of Human Resources will supply the Union Secretary with

- i) A list of seniority employees
- ii) Addresses of seniority employees
- iii) New hires
- iv) Termination, resignations or retirements of seniority employees.

Such changes in address to be furnished to the Union Secretary the month following the month in which the Human Resources Department received notice in writing.

**5.02 (Continued)**

In addition to the foregoing, the Superintendent of Human Resources will

- i) Furnish the Union Secretary with an up-to-date list of names and addresses of seniority employees at the time of posting of the new seniority list.
- ii) Advise the Union by telephone, upon request, of the correct address of any seniority employee.



## **ARTICLE VI - UNION REPRESENTATION**

### **6.01**

The Board will ~~recognize as~~ stewards not more than ten (10) seniority employees, provided such employees have acquired seniority under the terms of ~~this~~ Agreement, and the Union shall notify the Board in writing of the names of such employees and any changes ~~as~~ they occur. The Board shall not be obliged to recognize any steward until it has been notified in writing.

### **6.02**

The Board agrees to recognize a Union Grievance Committee comprised of not more than six (6) seniority employees. The Board ~~agrees~~ to recognize a Union Negotiating Committee composed of not more than six (6) seniority employees.

### **6.03**

The Board and Supervisory personnel agree to cooperate with the committee members in the carrying out of ~~the terms~~ and requirements of this Agreement.

### **6.04**

The Union Committee Members ~~and~~ members ~~agree to~~ cooperate with the Board in the carrying out of the ~~terms~~ and requirements of this Agreement.

### **6.05**

It is understood ~~that the~~ stewards and committee member(s) have their regular work ~~to perform~~ on behalf of ~~the~~ Board. If it is necessary for ~~a~~ committee member(s) to service a grievance during working hours, ~~the~~ employee shall not leave work without ~~first~~ obtaining ~~the~~ permission of the supervisor. ~~When~~ resuming regular work, the employee shall again report to the Supervisor. ~~A Steward~~ or committee member(s) duties shall include assisting ~~an employee~~ in the preparation and presentation of ~~a~~ grievance and generally to assist in and be responsible for the proper administration of this agreement.

### **6.06**

A ~~steward~~ or a ~~member~~ of the Union Committee referred to in Article 6.02 hereof shall have ~~the~~ privilege of attending designated grievance procedure meetings and meetings held to negotiate the renewal of this Agreement held within regular working hours and will be compensated for time spent during such hours ~~at~~ regular straight time rate of pay, exclusive of all premiums, subject to the following:

1. It shall only apply to time spent ~~processing~~ grievances in Steps 1, 2 and 3 of Article IX, and shall not apply to time spent attending an arbitration.
2. All time shall be devoted to the prompt handling of grievances,
3. The steward ~~and~~ grievor concerned shall obtain permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.

**6.06 (Continued)**

4. All time away from work shall be properly reported.
5. The Board reserves the right to limit such time, on reasonable notice being given, if it deems the time so taken to be excessive.
6. In negotiations for the renewal of this Collective Agreement it shall apply to meetings held up to and including conciliation. Thereafter payment of the Union Committee shall not be the Board's responsibility.

**6.07**

The Board agrees to forward to the Union copies of all Board resolutions, Policies, By-Laws and Administration Procedures which the Board considers affect the members of the Union. Failure to do so, caused by oversight, shall not constitute a breach of this Agreement.

- (a) An employee will be paid regular straight time pay or time and a half, with agreement of supervisor, for the number of hours required to attend meetings called by the Board.

**6.08**

The Union and the Board desire every employee to be familiar with the provisions of this Agreement and the rights and obligations under it.

For this reason, sufficient copies of the Agreement shall be printed in booklet form in a Union Shop within thirty (30) days of the signing. The cost to be shared on a fifty-fifty (50-50) basis between the Union and the Board. The Board and the Union will agree to the number of copies to be printed to ensure distribution to all members and Board employees who require a copy of this Agreement.

## ARTICLE VII - SENIORITY

### 7.01

Subject to the provisions hereinafter set forth, seniority is defined for the purpose of this agreement as the length of service of any employee with the Board computed from a date three (3) months prior to the date such employee actually attains seniority provided in Article 7.02 hereof. The Board will maintain a separate full-time seniority list for all full-time employees and a separate part-time seniority list for all part-time employees showing the date on which each employee's seniority commenced. Where two (2) or more employees commence work on the same day seniority will be in accordance with the date of application for hire. An up-to-date seniority list will be posted on the Caretaker's bulletin board (one (1) per school) in January and July of each year.

### 7.02

An employee will be considered on probation and will not be placed on a seniority list and shall not have any seniority rights hereunder until the employee has worked for the Board for a period of three (3) months and shall then be entitled to be placed on the seniority list. Neither the Union nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal or discipline be the subject of a grievance. There will be no extension to the three (3) month probationary period granted, except for reasons of sickness or bereavement.

### 7.03

An employee shall lose all seniority rights

- (a) If the employee is discharged for just cause and is not reinstated,
- (b) If the employee quits employment;
- (c) If the employee is absent from work for three (3) consecutive days upon which the employee is scheduled to perform work. This Article 7.03(c) shall not be interpreted as permitting unauthorized absence of any duration;
- (d) If a person on lay-off fails to return to work within fifteen (15) working days after the Board's notice of recall is sent by registered mail or telegram to the last address of the person shown on the Board's records, or if such person within ten (10) working days after such notice of recall is so sent, fails to notify the Board's office of an intention to return to work. This clause shall not apply if the employee furnishes reasons satisfactory to both the Board and the Union for such failure;
- (e) If the employee fails to report for work promptly after the expiration of any leave granted, unless the employee is excused by the Board,
- (f) (i) If an employee with seniority up to one (1) year is laid off for a continuous period of twelve (12) months;  
(ii) If an employee with seniority of more than one (1) year is laid off for a continuous period of twenty-four (24) months;

**7.03 (Continued)**

- (g) If the employee is absent from work due to illness or on Workers' Compensation for more than two (2) years before the Board removes an employee from the seniority list under the provisions of this clause (g) the Board will review the individual case.

It shall be the duty of the employee to notify the Human Resources Department promptly, in writing, of any change of address or telephone number. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail or telegram to the address of the employee which appears on the Board's payroll records shall be conclusively deemed to have been received by the employee.

**7.04**

Promotions, permanent transfers, lay-offs and recalls after lay-offs, shall be based on the following factors:

**FULL-TIME EMPLOYEES**

Only full-time employees will be considered in effecting promotions, permanent transfers and layoffs with respect to full-time positions. Part-time employees will only be considered if there are no affected full-time employees. Promotions, permanent transfers and layoffs will be based on the following factors:

- (a) seniority; and
- (b) the requirements and efficiency of operation, the skill, competence, present ability, qualifications and training of the individual.

**PART-TIME EMPLOYEES**

Only part-time employees will be considered in effecting promotions, permanent transfers and layoffs with respect to part-time positions. Full-time employees will only be considered if there are no affected part-time employees. Promotions, permanent transfers and layoffs will be based on seniority.

**7.04(A)**

**Sixty (60) Working Days Notice**

- i) Staff who are laid off by the Board will be given sixty (60) working days notice of intent to be laid-off or at the Board's discretion pay in lieu of working notice. There will be nine (9) days paid leave with the approval of their supervisor to allow the employee to search

**7.04(A)(Continued)**

for alternate work. There is no cash value for the days. They are for the sole purpose of searching for alternative work during the 60 working day period. No more than one (1) day will be allowed per week, unless approved by the supervisor. The laid-off employees will also have access to a basic benefit plan for six (6) additional months after ceasing to work for the Board. The Board will pay for the first month only, the next five (5) months are at the Employee's expense and will be paid each month in advance as required.

- ii) The names of laid-off employees will be added to a casual list of employees and will be given first preference for work. The work that they perform as casual caretakers will not be deemed to be a recall in accordance with the Collective Agreement.
- iii) The provisions shown above i) and ii) will not apply with respect to the following:
  1. Probationary employees.
  2. Part-time cleaners laid off during the summer break period.
  3. Lay-off resulting from matters beyond the Board's control including but not limited to fire, lightning, flood, tempest, power failure, machine breakdown and work stoppage.
  4. Where it is not practical to provide the full amount of required notice, the Board shall provide payment in lieu of notice for the balance of 60-day notice period at the employees regular straight time rate of salary, and continuation of coverage under the Board benefit plan for the 60-day period.

**7.04(B)**

In the event of layoff, employees in full-time positions are not entitled to transfer/hump into part-time positions and employees in part-time positions are not entitled to transfer/bump into full-time positions.

**7.04(C)**

Recall lists will be maintained for employees affected by the lay-off and such employees shall be recalled in reverse order of lay-off, that is, last employee laid off shall be the first employee to be recalled, provided the employee has the ability to perform the job.

**7.04(D)**

Recall from lay-off shall be by registered letter sent by the Board to the last recorded address of the employee. The employee shall notify the Board of the intention to return to work within ten (10) working days of the date the letter was registered and shall return to work within fifteen (15) working days of the date the letter was registered. It is understood that this process will not prevent the Board from meeting its operating requirements by tilling the job temporarily if required.

7.05

When the Board determines that there is a reduction in work force required the following will apply:

- i) Classifications for bumping will be determined in descending order as follows:
  - Secondary Head Caretaker
  - Maintenance
  - Elementary Head Cashier
  - Relief Caretaker
  - Caretaker
- ii) In the event of a reduction in work force, the least senior member(s) in the bargaining unit will be laid off.
- iii) All transfer, bumping, or recall procedures will be made in accordance with seniority, subject to the employee's ability and qualifications to perform the requirements of the job, including where certification and/or licensing is required.
- iv) PROCESS
  - a) The employee(s) may bump the least senior employee in the same or lower classification. The employee bumped may then bump the least senior employee in the next classification. At the end of this bumping process the least senior employee in the Bargaining Unit will be the employee who is laid off.
  - b) A surplus employee will not be required to transfer or bump, and a laid off employee will not be required to be recalled to a position that results in a lower annual rate of earnings (exclusive of overtime and shift premiums) than that which exists for such employee in the position from which the employee was declared surplus.
  - c) A surplus employee will not be permitted to transfer or bump to a higher rate of earnings and a laid off employee will not be recalled to a position that results in a higher rate of earnings (exclusive of overtime and shift premiums) than that which exists for such employee in the position from which the employee was declared surplus.
  - d) For the purpose of this article "annual rate of earnings" means the straight hourly rate multiplied by the number of regularly scheduled hours of work or weeks per year.
- v) SCHOOL CLOSURE

In the event of a Board decision to close a school(s) and prior to a bumping process, the employee(s) affected will be notified in writing immediately. In the time between notification and the actual school closure the employee(s) will be given first opportunity for any positions that become available in their same classification or they may apply through the posting for any position in the Bargaining Unit.

**7.06 - Subcontracting**

No **seniority** employee in the bargaining unit will be laid off or demoted **as** a result of the **Board** contracting out work or services being **performed** by employees in the bargaining unit.

**7.07**

- a) A full-time employee who **becomes** a part-time employee will retain all seniority accumulated **as** a full-time employee.
- b) A part-time employee who becomes a full-time employee will retain pro-rated **seniority**, based on a full years' seniority being **equal** to **two thousand** and eighty (**2080**) hours of **actual** work **as** a part-time employee.

**7.08 Lay-Offs, Summer Breaks • Part-Time**

When lay-offs occur during the summer break, separation slips or certificates will be available to the employees within five (**5**) working days from separation.

**7.09 Severance Pay**

- i) In the event of a layoff severance pay shall be made available to seniority employees if no job for which they **are** qualified **can** be made available to them.
- ii) Seniority employees **who** elect to **take** severance shall provide written notice **to** the **Superintendent** of **Human Resources**. When **an** employee elects **to** take severance pay, **he/she** is terminating **his/her** employment with the Board and **giving up** all **rights** to recall.
- iii) **Seniority** employees will receive severance pay equal to two (**2**) weeks pay for each full **year** of **service**.
- iv) Employees understand that **upon** the receipt of severance pay **as** outlined in clause iii, hereof, their employment with the Halton District School **Board** has been terminated, **they** shall lose all rights to recall, and that the Halton District School **Board** has no further obligations.

## **ARTICLE VIII - JOB VACANCIES - POSTINGS & TRANSFER PROVISIONS**

### **8.01 - Job Vacancies & Postings**

For the period commencing one (1) week prior to Labour Day up to and including the first week of July, the Board agrees to post all permanent job vacancies for five (5) working days. During such five (5) working days, the Board may temporarily fill the vacancy as it sees fit. Placement of the successful applicant may be deferred pending identification and placement of successful applicant to subsequent job posting.

#### **8.01 (A)**

The Board shall provide the President and the Secretary of the Union with a list by electronic mail and/or fax one working day after the list of applicants is finalized for each posted position. The Board shall provide the President and the Secretary of the Union with the name of the successful applicant by electronic mail and/or fax one working day following confirmation of acceptance.

### **8.02 Full-Time Employees**

No employee who has successfully bid under this Article shall be entitled to bid for any posted job vacancy at the same position level for nine (9) months from the date of the successful bid except in a downsizing situation, where the timelines in this clause shall be waived. An employee shall be permitted to bid for a promotion even though less than nine (9) months has elapsed since the date of the last successful bid. "Promotion" shall be interpreted in accordance with the definition contained in Article 1.02 hereof.

### **8.03 Full-Time Employees**

In the event the successful applicant is not satisfactory to the Board, the employee shall be returned to the former position within three (3) months without loss of seniority and any other employee transferred because of such return may also be returned to the former position without loss of seniority however, not necessarily in their former locations. The three (3) month probationary period as identified above, will commence the first day the employee is in the role at the new work site. The successful applicant will receive the new rate of pay however within 30 working days of being notified in writing that they are the successful candidate. An employee who is returned to the former position as a result of being unsatisfactory in the new position shall not be eligible to make application for any position for a period of twelve (12) months from the date upon which the employee is returned to the old job unless the Superintendent of Human Resources gives permission to do so.



**8.04 Transfer Provisions**

- i. Two (2) employees may exchange work locations subject to the approval of the Regional Supervisor Plant Operations and the Superintendent of Human Resources.
- ii. Permanent Transfer - Part-Time  
"Permanent Transfer" shall be permanent transfer to a job carrying the same rate of pay. Permanent Transfer shall be completed by mutual agreement provided the operational requirements of the Board are met.

**8.05 Procedure for Part-Time Employees Transferring to Full-Time**

Only full-time employees will be considered by the Board in filling full-time positions, subject to the following:

- (i) A part-time employee who indicates that s/he wishes to be considered for a full-time vacancy shall be interviewed by the Board; and
- (ii) if successful in the interview process, the part-time employee will be placed on the eligibility list. If no applications are received from any full-time employees for the vacancy, a seniority part-time employee on the eligibility list shall be offered the full-time position.
- (iii) A part-time employee transferring to a full-time position shall have the option during the three (3) month probationary period required for transfer to the full-time position to return to the part-time position, however not necessarily in the former location, without loss of seniority obtained while in the part-time position and without loss of seniority obtained while in the full-time position.

**8.06**

Only part-time employees will be considered by the Board in filling part-time positions, subject to the following:

- (i) A full-time employee who indicates that s/he wishes to be considered for a part-time vacancy shall be interviewed by the Board; and
- (ii) if successful in the interview process, the full-time employee will be placed on the eligibility list. If no applications are received from any part-time employees for the vacancy, a full-time employee on the eligibility list shall be offered the part-time position.

**ARTICLE IX - GRIEVANCE PROCEDURE**

**9.01**

"Grievance" shall mean a complaint or claim concerning the alleged violation of the provisions of this Agreement including Letters of Agreement attached to the Collective Agreement.

**9.02**

- a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints as quickly as possible. It is understood that an employee has no grievance until the employee has first given the immediate supervisor an opportunity to adjust the complaint.

An employee may initiate a discussion with the immediate supervisor within ten (10) working days from the time when the circumstances giving rise to the grievance were known or should have been known to the Member. An employee shall be informed of his/her right to Union assistance at the meeting with the immediate supervisor prior to the meeting. The immediate supervisor's response to the employee shall be given in writing within ten (10) working days following the aforementioned discussion between the employee and immediate supervisor.

**9.03**

No grievance shall be considered which was not presented within ten (10) working days after the circumstances which gave rise to it came to the attention or should have come to the attention of the employee concerned.

**9.04**

Grievance shall be adjusted and settled as follows:

**STEP No.1**

If an employee has a grievance the employee shall first and immediately within the ten (10) working days referred to in 9.03 submit the grievance in writing, to the Supervisor of Plant Operations and Facilities Maintenance.

The Supervisor of Plant Operations and Facilities Maintenance shall then investigate the grievance and will have a joint meeting with the individual grievor, the Field Supervisor and appropriate steward or Union representative. The Supervisor of Plant Operations and Facilities Maintenance shall render a decision in writing to the Secretary of the Union and Chief Steward within seven (7) working days. The next step of the grievance procedure may be taken within seven (7) working days of the Supervisor of Plant Operations and Facilities Maintenance giving written decision, but not thereafter. The written grievance herein referred to shall be in triplicate upon the grievance form which is annexed hereto as Schedule "C" to

**STEP No.1 (Continued)**

this Agreement and such written grievance shall be signed by the grieving employee and be fully completed in all respects.

**STEP No.2**

If the grievance is not settled up to this point, the grievance committee shall, within seven (7) working days after the decision of the Supervisor of Plant Operations and Facilities Maintenance under Step No. 1, refer the written grievance to the Superintendent of Human Resources or designate. The Superintendent of Human Resources or designate shall then investigate the grievance and shall meet with the Union Grievance Committee within fifteen (15) working days after receipt of the written grievance. At such meeting the Board or the Union may have such additional representation present as each party desires, and the grievor or employee(s) concerned may be required to be present at the request of either party. The Superintendent of Human Resources shall render a decision in writing to the Secretary of the Union and Chief Steward within seven (7) working days.

**STEP No.3**

If the grievance is not settled up to this point, the grievance committee shall, within seven (7) working days after the decision of the Superintendent of Human Resources under Step No. 2, refer the written grievance to the Director of Education or designate. The Director of Education or designate shall then investigate the grievance and shall meet with the Union Grievance Committee as soon as possible but not later than two (2) weeks thereafter to attempt to settle the grievance. At such meeting the Board or the Union may have such additional representatives present as each party desires, and the grievor or employee(s) concerned may be required to be present at the request of either party. The Director of Education shall render a decision in writing to the Secretary of the Union and Chief Steward within seven (7) working days of the holding of the meeting.

**STEP No.4**

If the grievance is not settled at Step No. 3, and if mutually agreed by the Board and the Union, the grievance can proceed to a mediation process. The costs of the process will be shared equally by the parties.

**STEP No.5**

If final settlement of the grievance is not completed at Step No. 3 above, it may be referred by either party to a Board of Arbitration as hereinafter provided within thirty (30) days from the Director of Education's or designate's decision at Step No. 3 above. The party referring the grievance to arbitration shall be restricted to the issue contained in the written grievance.

**9.05**

The written grievance shall be signed by the grievor and shall contain a summary of all issues in dispute and of the remedy requested by the grievor.

If the grievance is settled in Steps 1, 2, 3 or 4 of the grievance procedure both the Board's and the Union's representatives who pass on the same as provided herein, shall sign the settlement as endorsed on the written grievance, so that no question or argument may arise as to what the settlement was. In addition, the aggrieved employee shall sign the settlement as so endorsed on the written grievance, acknowledging that the employee has read and understood the same and is bound thereby.

A decision reached at any stage of the grievance procedure above outlined shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by mutual agreement.

9.10

Failure to put a grievance in writing in Step No. 1 in accordance with the requirements of Article 9.05 hereof, shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits as prescribed above shall be considered settled on the basis of the Board's last reply. If the respondent to a grievance does not comply with the time limits set out for meetings and/or replies to a grievance, the party having custody of the grievance shall process the grievance to the next higher step within the time required after expiration of the time for the respondent to hold a meeting or give a reply, as the case may be. Time limits may be extended only where mutually agreed upon in writing between the Board and the Union.

9.09

In the event of any alleged violation of the "No Strike or Lockout" Article herein, the aggrieved party may cause the matter to be referred to special arbitrators and a special arbitrator may be appointed and shall hold a hearing immediately or within twenty-four (24) hours of being appointed. If the parties are unable to immediately agree upon an arbitrator who is available to hold a hearing immediately or within twenty-four (24) hours, the grievor may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.

9.08

A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the subject matter of a complaint or grievance.

9.07

In the case of a Union policy grievance or Board grievance such grievance may be submitted to the Director of Education or to the Union, as the case may be, in writing within seven (7) working days of the circumstances giving rise to the grievance and shall commence with Step No. 3 under the grievance procedure; however, it is expressly understood that the provisions of this paragraph may not be used by the Union to initiate a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.

9.06

## **ARTICLE X - ARBITRATION**

### **10.01**

Either of the parties may, after exhausting the appropriate grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to a Board of Arbitration. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee to the Board of Arbitration. The appointee so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within the time limit, then the Minister of Labour for the Province of Ontario shall be requested to appoint a qualified person to be chairperson.

### **10.02**

The Board of Arbitration shall hear and determine the matter and shall issue a decision, which decision shall be final and binding upon the parties, and upon any employee affected by it. The decision of the majority shall be the decision of the Board of Arbitration, but if there is no majority decision the decision of the chairperson shall govern.

### **10.03**

The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to adjudicate any matter not specifically assigned to it by the written grievance as filed at the initial step.

### **10.04**

Each of the parties of this Agreement shall bear the expenses of the arbitrator appointed by it, and the parties hereto will jointly bear, share and share alike, the expenses of the chairperson of the Board of Arbitration.

### **10.05**

No matter may be submitted to arbitration which has not properly been carried through all previous steps of the grievance procedure. The provisions of this clause shall not be considered waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties.

## ARTICLE XI - DISCHARGE OR DISCIPLINE CASES

### 11.01

A claim by a seniority employee that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Human Resources within five (5) working days after the discharge. Such special grievance shall be dealt with at Step No.2 and the balance of the grievance procedure. Such five (5) working day time limit shall be extended only where it is physically impossible for the employee to comply, for example where the employee is confined to jail or hospital. In no event shall such extensions exceed nine (9) working days, i.e. a total of twelve (12) working days from the date of discharge.

### 11.02

Should the parties agree or should the Board of Arbitration determine that an employee has been unjustly disciplined or discharged such employee shall be reinstated in the former position, without loss of seniority, and shall be compensated for all regular straight time wages and applicable premiums lost including the Board's contributions on behalf of the employee to Extended Health Plan, Employer Health Tax and Dental Plan provided the employee pays premiums for the interim period less any monies which the employee earned or could reasonably have earned, in the interim or by any other decision which is just and equitable in the circumstances.

### 11.03(A)

Each employee shall be provided in writing with any notation of derogatory or disciplinary action which is to be placed on the employee's employment record. Such notice shall be given to the employee within seven (7) calendar days of the discovery of the occurrence giving rise to the action and such notice will be acknowledged by the employee by signed receipt. The Union Steward present shall sign as witness and receive a copy of the document for the Union records.

### 11.03(B)

An employee involved in disciplinary action or discharge being taken against the employee will have a steward present at the time of the disciplinary action or discharge.

### 11.04(A) - Access to Personnel File

Upon written notice, submitted at least one (1) working day in advance, to the Superintendent of Human Resources, a member and/or his/her Union representative shall have access to his/her personnel file, as well as photocopies of any material contained therein.

### 11.04(B)

Any written communication with an employee concerning derogatory or disciplinary action shall be removed from the employee's file if there has been no further incident with said employee after a period of two (2) years.

## ARTICLE XII - NO STRIKE OR LOCKOUTS

### 12.01

The Union undertakes **and** agrees ~~that~~ while **this** Agreement is in operation neither the Union **nor** any employee shall take ~~part~~ in or call or encourage any strike, picketing, sit-down, slowdown, or any suspension or stoppage of or interference with work or production against the **Board** which shall in any way affect the operation of the **Board**, **nor** shall there be any sympathy strikes or secondary boycotts **and** the **Board** agrees that it will not engage in **any** lockouts during the ~~term~~ of this Agreement.

### **ARTICLE XIII - MISCELLANEOUS LEAVES OF ABSENCE**

#### **13.01**

An employee may be granted a leave of absence without pay and without loss of seniority if a complete application therefore is approved by the Superintendent of Human Resources and is sent to the Human Resources Department, where possible, at least fifteen (15) days prior to the requested leave. Such request must show good and sufficient reason and shall contain:

- (1) the reason for the proposed absence
- (2) the commencement date of the proposed leave of absence
- (3) the length of the proposed leave of absence including date of return.

#### **NOTE:**

- (a) Leaves granted shall be in writing covering a specific period of time.
- (b) The Superintendent of Human Resources agrees to give consideration in a fair and reasonable manner to an excusing circumstance related to the overlapping of a leave of absence.
- (c) Leaves granted or denied shall be in writing from the Superintendent of Human Resources or designee.

#### **13.02**

Leave of absence without loss of seniority will be granted to not more than four (4) similarly employees at any one time (not more than one (1) of whom shall be from the same school) and in respect of all such employees shall not total more than sixty (60) working days per year (September 1 to August 31) or more than twenty (20) working days per year for any individual, and such leave of absence shall be confined to representing the Union at Union conventions or Union conferences. The Board agrees to pay on behalf of the Union to employees on leave of absence pursuant to this Article 13.02 full wages and compensation for which they would otherwise be entitled under this Agreement and the Union agrees to reimburse the Board for the total wages paid to and/or on behalf of such employees.

#### **13.03 - Union Education Leave**

Leave of absence without pay and without loss of seniority, will be granted to Union members, Stewards and Officers to attend Union sponsored education courses during the working hours and in respect all such employees shall not total more than thirty (30) days per year (September 1 to August 31).



### 13.04

The following absences may be allowed without charge to the sick leave account:

(a) Deaths and Funerals

Three (3) working days' leave of absence without deduction shall be granted to a seniority employee in the case of the death of an immediate member of the family or an immediate relative by marriage. An "immediate member of the family" is defined as father, mother, sister, brother, daughter, son, grandparent, grandchildren, spouse, step-father, step-mother, step-sister, step-brother, and step-child. An "immediate relative by marriage" is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. In all other cases one (1) day shall be allowed for the purpose of attending a funeral, and/or attending Church or Memorial Service, subject to the approval of the Superintendent of Human Resources. If a bereavement occurs while an employee is on vacation, the vacation will be extended by two (2) days provided the requirements for bereavement leave are met.

All approved bereavement leave in 13.04(a) will be without loss of pay provided the purpose of the leave includes attending the funeral and/or attending Church or Memorial Service of the deceased. All time off granted for bereavement in 13.04(a) must be taken at the time of the occurrence of the death and such time off cannot be compounded with other benefits.

b) Jury Duty and Subpoena

An employee is entitled to salary, notwithstanding the employee being absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which the employee is not a party or one (1) of the persons charged, provided that the employee pays to the Board any fee, exclusive of travelling allowance and living expenses, that is received as a juror or as a witness.

c) Workers' Compensation

Each seniority employee who is injured in the course of duty shall have the Workers' Compensation salary awards supplemented from sick leave account to provide for payment of full salary. In the event that an employee does not wish to use sick leave credits to supplement the Workers' Compensation award, the employee must give immediate notice in writing to the Human Resources Department. After the expiration of any Workers' Compensation award, the employee may use the current year's sick leave or accumulated credits up to the limit previously established. It should be understood that there shall be no pyramiding or compounding of Board benefits with any other internal or external benefit. An employee on sick leave shall not be able to earn an amount of income greater than that which the employee earned while actively at work.

**13.05 - Maternity Leave (Pregnancy Leave)**

The Board shall upon written request of an employee and receipt from a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the date upon which delivery will occur in the medical practitioner's opinion, grant or cause to be granted to the employee a Pregnancy Leave (leave of absence without pay).

- (a) Pregnancy Leave shall be governed by the *Employment Standards Act* and any amendments thereto. An employee on Pregnancy Leave for the seventeen (17) week period or on a Parenting Leave for the eighteen (18) week period identified under the *Employment Standards Act* shall accumulate seniority but not salary. The normal Board contributions to benefits will continue during both the Pregnancy Leave and the Parenting Leave.
- (b) The Board shall, on written request of the employee, grant in addition to the Pregnancy Leave and the Parenting Leave in 13.05(a) leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year. Such extensions beyond the seventeen (17) week Pregnancy Leave and the eighteen (18) week Parenting Leave shall be without payment of salary, allowances and fringe benefits. Effective July 1, 1992 the member shall accumulate seniority during this leave.
- (c) At the termination of the leave period, the onus shall be on the employee to report, in writing, to the supervisor, the employee's readiness and medical fitness to resume the employee's duties.
- (d) The employee shall return to work after the Pregnancy Leave without loss of seniority held at the commencement of the leave subject to the provisions of this Collective Agreement.

**13.06 - Paternity Leave**

An employee may be granted a leave of absence of one (1) day with pay, subject to the approval of the Superintendent of Human Resources, on the occasion of the birth of the employee's child. The leave may be taken between the day of delivery and the day of hospital release, inclusive.

**13.07 - Adoptive Leave**

Leave shall be available to an employee who adopts a child. Advance notification of at least three (3) months shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the employee to commence leave immediately the child becomes available. Written notification shall be given to the Supervisor of the exact date of the leave when they are known. Leave for purposes of adoption shall be limited to seventeen (17) weeks. An additional eighteen (18) week Parenting Leave will be available to an employee as specified in the *Employment Standards Act*. An employee while on Adoptive Leave for up to seventeen (17) weeks or Parenting Leave of eighteen (18) weeks shall accumulate seniority but not salary. Board contributions to benefits will continue during both the Adoptive Leave and the Parenting Leave.

**13.07 - Adoptive Leave (Continued)**

(a) The Board shall, on written request of the Member, grant in addition to the Adoptive Leave and Parenting Leave in **13.07(a)** leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year. Extensions beyond the seventeen (17) week Adoptive Leave and eighteen (18) week Parenting Leave shall be without payment of salary, allowances or fringe benefits. Effective July 1, 1992, the member shall accumulate seniority during this leave.

**13.08**

All parties concerned agree that the best interest of the employee concerned should be observed in arranging the dates for the commencement and termination of Pregnancy Leave and Adoptive Leave.

**13.09 - Quarantine**

Every employee is entitled to legitimate absence from duty with pay in any case where, because of exposure to communicable disease, the employee is quarantined or otherwise prevented by the order of the public medical health authorities pursuant to the Public Health Act, from attending upon the employee's duties.

**13.10 - Compassionate Leave**

An employee may be granted up to a maximum of three (3) days per year compassionate leave with pay and without loss in seniority subject to prior approval of the Superintendent of Human Resources. Such request must show the reason, commencement date and requested length of the proposed absence.

Leave of this nature will usually cover extraordinary circumstances that are beyond the individual employee's control, which merit individual attention, such as extended bereavement or emergency illness of any member of the family, and is subject to the approval of the Superintendent of Human Resources or designate.

**13.11 - Holy Days**

Subject to the approval of the Superintendent of Human Resources, or designate, a member shall be granted up to a maximum of three (3) days annually with pay for officially recognized religious holy days. In addition, a maximum of six (6) days without pay may be granted for officially recognized religious holy days."

**13.12**

In cases where schools are closed by the Director of Education due to inclement weather, employees will be relieved of their shift obligations without loss of pay.

**13.13**

Subject to a minimum notice of three (3) days being given to the member's immediate supervisor, a seniority employee may be granted, with the approval of the Superintendent of Human Resources or designate, a leave of absence with pay through the deduction of sick leave

credit up to one (1) day in any one (1) calendar year for the purpose of moving to a new place of residence on the day of the move or, for the purpose of moving another day acceptable to the Superintendent of Human Resources or designate, limited to once during the calendar year

**ARTICLE XIV - SICK LEAVE, RETIREMENT GRATUITY & RETIREMENT AGE**

**14.01(A) - Sick Leave - FULL-TIME EMPLOYEES**

(1) Eligibility

The cumulative sick leave plan shall apply to all full-time seniority caretaking staff of CUPE Local 1011 who are employees of the Halton District School Board, subject to clause 14.01A (5) who serve a waiting period.

(2) Administration of the Plan

Subject to the final authority of the Board, the administration of the plan shall be vested in the Human Resources Department. The Human Resources Department shall keep a record of the credits and deductions for each employee and shall provide a statement in hours to each employee annually of the state of their credit under the plan.

(3) Final Authority

In case of dispute with respect to credits or deductions, the decision of the Board shall be final subsequent to prior consultation between the employee concerned and the administrative officials.

(4) Waiting Period for Sick Leave Entitlement

All employees to be eligible for cumulative sick leave, must undergo a three (3) month waiting period prior to exercising any sick leave entitlement.

(5) Sick Leave and Credits

- (a) Each full-time seniority employee hired prior to January 1, 1981 shall be entitled to two (2) days of sick leave [sixteen (16) hours] for each full month worked.
- (b) For full-time seniority employees hired on or after January 1, 1981, the following will apply: new hires working five (5) days per week will be entitled to two (2) days of sick leave [sixteen (16) hours] for each full month worked.
- (c) At the end of each working year, all of the balance of that year's sick leave allowance for each employee, after deducting absences due to personal illness or injury, will be credited to such employee's accumulated sick leave account subject to the following:
- (i) Employees who have accumulated two hundred and forty (240) days [one thousand nine hundred and twenty (1920) hours] or less as of December 31, 1980 will be limited to a maximum sick leave accumulation of two hundred and forty (240) days [one thousand nine hundred and twenty (1920) hours];

**14.01(A)(Continued)**

- (ii) Employees hired prior to December 31, 1980 having sick leave accumulation in excess of two hundred and forty (240) days [one thousand nine hundred and twenty (1920) hours] will be permitted to have their maximum sick leave accumulation limited to their December 31, 1980 figure as determined by the Human Resources Department.
- (iii) Eligible employees hired on or after January 1, 1981 shall have their sick leave days limited to a maximum accumulation of two hundred and forty (240) days [one thousand nine hundred and twenty (1920) hours].

The working year shall start on the first day of July annually for the purpose of this plan.

- (d) Each day's absence of an employee due to personal illness or injury will cause a deduction first from the current year's allowance, then and if the allowance be exhausted, from the employee's accumulated sick leave account.

No employee, however, may draw more than two hundred and forty (240) days [one thousand nine hundred and twenty (1920) hours] of sick leave credit from the accumulated sick leave account for any one illness or injury. The employee shall re-enter the service of the Board for one (1) complete term (three (3) complete months) before drawing on an employee's accumulated credit again. Consequently, once an employee has reached the permitted accumulation of sick leave credits, the employee's sick leave, therefore, becomes non-cumulative so that sick leave days earned in the year of the sick leave absence may be used prior to drawing on the days of entitlement but will not be accumulated beyond the year earned.

**(6) Reporting and Certification of Absences**

Any absence must be reported immediately by the employee to the Head Chamber who will advise the Field Supervisor. Such an absence must be reported by the Supervisor to the Human Resources Department.

Absences for personal illness or injury for a period not exceeding three (3) consecutive working days may be certified by the supervisor unless the Human Resources Department asks specifically in a particular instance for certification in writing by a qualified medical or dental practitioner. For absences over three (3) consecutive working days, a certificate from a qualified medical or dental practitioner may be requested. For an absence exceeding one (1) month, the Superintendent of Human Resources may request a medical certificate from a doctor appointed by the Board in order to continue sick leave payments. When the Board requests a doctor's certificate from an employee related to an absence on sick leave for less than three (3) days and the employee's physician charges for such certificate, the Board shall subsequently reimburse the employee after receipt of a doctor's invoice.

**14.01(A)(Continued)**

(7) Computation of Daily Rate

Sick leave claims shall be computed for payment on the basis of the daily **salary rate** of the employee **at the** time of the absence.

(8) Absence Chargeable to Sick Leave

Deductions shall be made from an employee's sick leave credit for **the** number of **hours** of absence **because** of **personal** illness. No **salary** payments shall be made **to** an employee for absence beyond **the** number of **hours** to the employee's credit in the sick leave plan.

**14.01(B) - sick Leave - PART-TIME EMPLOYEES**

(1) Eligibility

The cumulative sick leave plan shall apply to all seniority employees covered by this Agreement subject to 14.01(B)(4) and 14.01(B)(5)

(2) Administration of the Plan

Subject to **the final** authority of the **Board**, the administration of the plan shall be vested in the **Human** Resources Department. The Human Resources Department shall keep **a** record of the credits **and** deductions for **each** employee and shall provide **a** statement in hours **to** each employee annually of **the** state of their **credit** under **the** plan.

(3) Final Authority

In **case** of dispute with respect to credits or deductions, the decision of the Board shall be final subsequent **to** prior consultation between the employee **concerned** and the administrative officials.

(4) Waiting Period for Sick-Leave Entitlement

All **new** employees hired after September 1, 1984 to be eligible for sick leave, **must** complete the **mandatory** probationary period satisfactorily prior to exercising any sick leave entitlement. Cumulative Sick Leave becomes effective **after** the completion of the probationary period.

(5) Sick Leave and Credits

Effective July 1, 1990 upon completion of the probationary period up to six **(6)** days [up to twenty-four **(24)** hours for employees whose work schedule is **twenty** (20) hours per week or up **to** ~~twenty-eight point 8~~ **(28.8)** hours for employees whose work schedule is twenty-four **(24)** hours per week] will be credited for employees whose work schedule is/ or greater than twenty **(20)** hours per week. Up to three (3) days [up **to** ~~3 X~~ **the** number of hours worked by **the** employee per day] will be credited to employees **whose** work schedule is **less than** twenty (20) hours per week.

**14.01(B) - Sick Leave - PART-TIME EMPLOYEES (Continued)**

- (i) Effective July 1, 1990 each seniority employee whose work schedule is equal to or greater than twenty (20) hours per week shall be entitled to two (2) days [eight (8) hours for employees whose work schedule is twenty (20) hours per week or nine point six (9.6) hours for employees whose work schedule is twenty-four (24) hours per week] of sick leave based on the employee's regular number of hours per day, of each full month period.
- (ii) Effective July 1, 1990, each seniority employee whose work schedule is less than twenty (20) hours per week shall be entitled to one (1) day [1 X the number of hours worked by the employee per day] of sick leave based on the employee's regular number of hours per day, for each full month period.
- (iii) At the end of each working year, i.e. August, all of the balance of that year's sick leave allowance for each employee, after deducting absences due to personal illness or injury, will be credited to such employee's accumulated sick leave account subject to the following:
  - (a) All employees eligible for sick leave accumulation will be limited to a maximum sick leave accumulation of one hundred (100) days [four hundred (400) hours for employees whose work schedule is twenty (20) hours per week or four hundred and eighty (480) hours for employees whose work schedule is twenty-four (24) hours per week.] Each day's absence of an employee due to personal illness or injury will create a deduction first from the current year's allowance, then and if the allowance be exhausted, from the employee's accumulated sick leave account. No employee, however, may draw more than one hundred (100) days [four hundred (400) hours for employees whose work schedule is twenty (20) hours per week or four hundred and eighty (480) hours for employees whose work schedule is twenty-four (24) hours per week] of sick leave for any one (1) illness or injury. The employee shall re-enter the service of the Board for three (3) complete months before drawing on sick leave credits again. Consequently, once an employee has reached the permitted accumulation of sick leave credits, the employee's sick leave, therefore, becomes non-cumulative so that sick leave days earned in the year of the sick leave absence may be used prior to drawing on the days of entitlement but will not be accumulated beyond the year earned.
- (6) Reporting and Certification of Absences  
Any absence must be reported immediately by the employee to the Head Counselor who will advise the Field Supervisor. Such an absence must be reported by the Supervisor to the Human Resources Department.



**14.01(B) - Sick Leave - PART-TIMEEMPLOYEES (Continued)**

Absences for personal illness or injury for a period not exceeding three (3) consecutive working days ~~may~~ be certified by the supervisor unless the Human Resources Department asks specifically in a particular instance for certification in writing by a qualified medical or dental practitioner. For absences over three (3) consecutive working days, a certificate from a qualified medical or dental practitioner may be requested. For an absence exceeding one (1) month, the Superintendent of Human Resources may request a medical certificate from a doctor appointed by the Board in order to continue sick leave payments. When the Board requests a doctor's certificate from an employee related to an absence on sick leave for less than three (3) days and the employee's physician charges for such certificate, the Board shall subsequently reimburse the employee after receipt of a doctor's invoice.

(7) Computation of Daily Rate

Sick leave claims shall be computed for payment on the basis of the daily salary rate of the employee at the time of the absence.

(8) Absence Chargeable to Sick Leave

Deductions shall be made from an employee's sick leave credit for the number of hours of absence because of personal illness. No salary payments shall be made to an employee for absence beyond the number of days to the employee's credit in the sick leave plan.

(9) Effective Date

The effective date of this accumulative sick leave plan will be September 1, 1984.

**14.01(C) - Retirement Gratuity - FULL-TIME EMPLOYEES**

(1) Eligibility

- (a) A full-time seniority employee must serve with the Halton District School Board for a period of ten (10) consecutive years immediately preceding retirement to become eligible for a retirement gratuity. The Halton District School Board includes all former school boards which constituted the Halton County Board of Education on January 1, 1969, and the Halton District School Board.
- (b) Effective January 1, 2000, this plan shall not apply to any new full-time employee starting their employment.

**14.01(C) - Retirement Gratuity - FULL-TIME EMPLOYERS (Continued)**

(c) An employee must be retiring by reason of age or ill health to be eligible. Retirement for ill health is retirement on pension caused by some permanent disability which prevents the employee from being employed in the usual capacity and is identical to the meaning described by the Ontario Municipal Employee's Retirement System. Retirement by reason of age shall mean the retirement on pension as outlined under the Act or System.

**(2) Amount of Gratuity**

(a) The amount of gratuity paid to an eligible employee shall not exceed six (6) months' salary computed on the basic salary (excluding any bonus, overtime payments etc.) of the last full year for which the employee was employed by the Board provided such payout does not exceed the allowable maximum payout outlined in Clause 14.01(C)(2)(d).

(b) An employee after ten (10) years of consecutive service with the Board, shall be entitled to a retirement gratuity computed in accordance with the formula set out in 14.01(C)(2)(d), if the credit in the employee's accumulated sick leave is sufficient, of twenty-five percent (25%) of the last full year's basic salary. This percentage shall increase each consecutive year, thereafter by five percent (5%) until a maximum of fifty percent (50%) of the last full year's basic salary is reached provided at no time such gratuity payout exceeds the allowable maximum outlined in Clause 14.01(C)(2)(d).

(c) The amount if the gratuity paid to an eligible employee shall be computed as follows subject to the allowable maximum outlined in Clause 14.01(C)(2)(d):

(25 to 50% as determined in 14.01(2)(d)

X (basic salary of last full year)

X accumulated sick leave to maximum of 240 days (1920 hours)

240 (1920 hours)

(d) The amount of the gratuity paid to an eligible employee shall be either the calculation under 14.01(C)(2)(c) above or ten thousand dollars (\$10,000.00), whichever is the lesser.

It is understood that the ten thousand dollar (\$10,000.00) maximum payout cap under 14.01(C)(2)(d) of the Retirement Gratuity Plan will apply to all employees hired prior to January 1, 2000.

**14.01(C) - Retirement Gratuity - FULL-TIME EMPLOYEES (Continued)**

Effective - January 1, 2000

The amount if ~~the~~ gratuity paid to an eligible employee shall be computed ~~as~~ follows subject to the allowable maximum outlined in ~~Class 14.01(C)(2)(d)~~:

(25 to 50% ~~as determined~~ in 14.01(2)(d)

~~X~~ (basic salary of last full year)

~~X~~ accumulated sick leave to maximum of 240 days [1,920 hours]  
240 [1920 hours]

- \$1,500

The amount of the gratuity paid to an eligible employee shall be either ~~the~~ calculation under **14.01(C)(c)** above or eight thousand five hundred dollars (\$8,500.00), whichever is the lesser.

It is understood that the eight thousand five hundred dollar (\$8,500.00) maximum payout cap under **14.01(C)(d)** of the Retirement Gratuity Plan will come into effect January 1, 2000.

**(3) Method of Payment**

- (a) The gratuity shall ~~be paid to~~ the retiring employee immediately on retirement and/or January of the ~~year~~ following retirement. ~~Each~~ retiring employee shall advise the Human Resource Department in writing at least six (6) months prior to the retirement date ~~as to~~ the method of payment desired.
- (b) The gratuity may ~~be paid~~, in whole or in part, on the employee's direction and on the employee's behalf, into a registered retirement savings plan.
- (c) ~~In~~ the event that a ~~retired~~ employee dies before having received the full retirement gratuity, the balance of the gratuity shall ~~be paid to~~ the widow or widower of the employee or to the heirs at law, or executors or administrators.
- (d) On ~~the~~ death of ~~an~~ employee of ~~the Board~~ before retirement a death benefit of an amount equal ~~to~~ the retirement gratuity, (~~as~~ computed in accordance with ~~the~~ provisions of Article **14.01(B)(2)**, at the time of death of such employee) shall ~~be paid to~~ the widow or widower of the employee or to ~~the~~ heirs ~~at~~ law, or executors or administrators.
- (4) The Board reserves the right ~~to~~ withhold the payment of the retirement gratuity in ~~the case~~ of any employee who is discharged or caused ~~to resign~~ for reasons which the Board may deem to have ~~moral~~, legal or professional implications.

**14.01(D) - Retirement Age**

Retirement will ~~be at~~ the end of the month in which an employee's sixty-fifth (65th) birthday occurs or at the end of ~~the~~ school year during which the sixty-fifth (65th) birthday occurs.

Extension to the end of the school year will require a medical certificate. For the purpose of this Article, ~~the~~ end of ~~the~~ school year shall be June 30.

## **ARTICLE XV - SAFETY PROVISIONS**

### **15.01**

**It is agreed that both parties will cooperate for the prevention of accidents and promotion of safety and health. The Board will make reasonable provisions for the safety and protection of the health of the employees during the hours of employment.**

### **15.02**

**It is the responsibility of the employee to report to the immediate supervisor any equipment which in the employee's opinion, is unsafe or hazardous.**

### **15.03**

**The Board agrees to maintain a Health and Safety Committee to discuss health and safety matters.**

### **15.04**

**The Union will provide a representative and an alternate to sit on the Board's Joint Health and Safety Committee. The Union will participate cooperatively with this Committee.**

### **15.05**

**An employee who is a member of the Occupational Health and Safety Committee will be paid at the regular rate of pay for attendance at the regularly scheduled meetings, when scheduled outside of their regular shift, subject to approval of the Superintendent of Human Resources or designate in consultation with the employee's supervisor.**

## ARTICLE XVI - VACATIONS

### 16.01(A) - FULL-TIME EMPLOYEES

Effective July 1, 1986, vacations with pay shall be granted to employees of the Board in accordance with the following:

1 years' seniority as of July 1 of the vacation year - 2 weeks vacation with pay  
3 years' seniority as of July 1 of the vacation year - 3 weeks vacation with pay  
9 years' seniority as of July 1 of the vacation year - 4 weeks vacation with pay  
17 years' seniority as of July 1 of the vacation year - 5 weeks vacation with pay  
25 years' seniority as of July 1 of the vacation year - 6 weeks vacation with pay

### 16.01(B)

Any employee not having a year of service prior to the commencement of the vacation period shall be allowed a vacation of the rate of one (1) working day for each completed month of service, up to a maximum of nine (9) working days' Vacation.

### 16.01(C) - Vacation - PART-TIME EMPLOYEES

Employees who are in the employ of the Board as of July 1st in any year, and who have been employees of the Board for five (5) years prior to such July 1st shall be entitled to six percent (6%) of their regular annual wage as vacation allowance.

Employees who are in the employ of the Board as of July 1st in any year, and who have been employees of the Board for eleven (11) years prior to such July 1st shall be entitled to eight percent (8%) of their regular annual wage as vacation allowance.

Employees who are in the employ of the Board as of July 1st in any year, and who have been employees of the Board for seventeen (17) years prior to such July 1st shall be entitled to ten percent (10%) of their regular annual wage as vacation allowance.

Employees who are in the employ of the Board as of July 1st in any year, and who have been employees of the Board for twenty-five (25) years prior to such July 1st shall be entitled to twelve percent (12%) of their regular annual wage as vacation allowance.

All other employees who have less than five (5) years' service with the Board as of July 1st in any year will be entitled to vacation allowances as outlined in the *Employment Standards Act*.

### 16.02 - FULL-TIME EMPLOYEES

If a statutory or declared holiday falls or is observed during an employee's vacation period an additional day's vacation for such holiday shall be granted.

**16.03 - FULL-TIME EMPLOYEES**

(i) Vacations shall be taken during the months of July and August in each year. Provided however that employees may with the permission of the Superintendent of Human Resources, be permitted to take their vacation immediately prior to and running into July or to extend a vacation from August into September.

(ii) The Board retains the right to require employees to schedule vacations during the Board's two (2) week summer shutdown period if such period has been designated to cover all employees of the Board including CUPE members. The Union President will be notified of the date of the summer shutdown period following approval by the Board. Additional time would be taken during the months of July and August. With recommendation of the Supervisor and approval from the Superintendent of Human Resources, the employee may be permitted to take their vacation immediately prior to and running into July or to extend a vacation from August into September.

**16.04 - FULL-TIME EMPLOYEES**

Notwithstanding 16.01 to 16.03 inclusive, if vacation entitlement is interrupted prior to the scheduled vacation period by prolonged illness or injury and such illness or injury is compensable by Workers' Compensation, the vacation of the affected employees will be rescheduled subject to the work requirements of the Supervisor - Plant Operations. The Superintendent of Human Resources reserves the right to request proof of illness or injury.

**16.05 - FULL-TIME EMPLOYEES**

Subject to Clause 16.03, during any twelve (12) month period July to June and subject to approval of the Regional Supervisor Plant Operations and the Superintendent of Human Resources, at least one (1) month prior, twenty-five percent (25%) of the seniority employees may use up to fifteen (15) days of vacation entitlement during months other than July and August.

**16.06 - FULL-TIME AND PART-TIME EMPLOYEES**

In Lieu of Remembrance Day, one (1) additional day is added to the vacation entitlement of seniority employees. This additional day is to be taken during Christmas Holidays.

**16.07 - FULL-TIME AND PART-TIME EMPLOYEES**

One (1) day is added to the vacation entitlement of seniority employees. This additional day is to be taken during the Christmas Holidays.

**ARTICLE XVII - PAID HOLIDAYS**

**17.01 - FULL-TIME EMPLOYEES**

The following holidays shall be recognized and paid for by **the Board** at **the** regular rate:

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

**Heritage** Day (If **and** when declared by Provincial or Federal Government as a statutory holiday) or days celebrated in lieu of any such holidays.

**17.02**

An employee will be entitled to holiday pay only if **the** employee works **the** last working day before **and** the first working day after a holiday **and** works on such holiday if **the** employee is scheduled to work provided, however, **that an** employee will not lose holiday pay if **the** employee is absent from work on such day **and** such absence is excused by the Superintendent of **Human Resources**.

**17.03 - PART-TIME EMPLOYEES**

A seniority employee will have their pay made up for time lost from work as a result of one (1) of the following holidays occurring upon **the** employee's regularly scheduled work day. The holidays are:

New <b>Year's</b> Day	Victoria Day
Good Friday	Canada Day
Easter Monday	Labour Day
Thanksgiving Day	Christmas Day
<b>Boxing</b> Day	

Heritage Day (When declared by **the Federal** Government or Provincial Government)

Subject to the *Employment Standards Act*, the following conditions shall apply to the foregoing:

- (a) Payment shall be **the** number of hours the employee would have worked if **the** holiday had not occurred, multiplied by **the** employee's straight time rate of pay, exclusive of any premium. When, during school breaks, **the** employee is working more **than** their normal number of **hours**, the employee's holiday pay compensation shall be based upon **the** employee's normal hours rather **than** upon the extra hours.

**17.03 (Continued)**

- (b) The employee must have worked their scheduled number of hours the day before and the day after the holiday and the employee must have been available for work on the day of the holiday if the holiday had not intervened.

**17.04**

An employee who performs work on any holiday for which the employee would be entitled to holiday pay in accordance with the provisions of Article 17.03 if not worked, will be double time (2x) for each hour worked in addition to holiday pay.



ARTICLE XVIII • EMPLOYEE BENEFITS

**18.01**

For any employee hired on or after July 1, 1983, enrolment in the plans cited in Articles 18.02 through 18.04 inclusive is mandatory except where otherwise provided for in legislation or for Article 18.03 where the employee is covered under the spouse's plan.

The Board agrees to contribute as indicated in Articles 18.02 through 18.04 inclusive provided that there is a full compliance with the Insurer's requirements of seventy-five percent (75%) participation.

**18.02 - O.H.I.P.**

The Board shall provide, administer and pay one hundred percent (100%) of what is presently known as the Employer Health Tax.

**18.03 - Extended Health**

(a) FULL-TIME EMPLOYEES

Effective July 1, 1991 - The Board shall provide, administer and pay one hundred percent (100%) of the premium for the Extended Health Plan in effect between the Halton District School Board and Maritime Life on September 1, 1996, adjusted to include five hundred dollars (\$500.00) hearing care option and two hundred dollars (\$200.00) vision care option, or other plan with equivalent benefits.

(b) PART-TIME EMPLOYEES

Effective July 1, 1991 - The Board shall provide, administer and pay fifty percent (50%) of the cost of the premium for the Extended Health Plan including hearing care option of five hundred dollars (\$500.00) and vision care option of two hundred dollars (\$200.00).

**18.04 - Group Life**

FULL-TIME EMPLOYEES

The Board shall provide, administer and pay one hundred percent (100%) of the premium for 18.04:

(a) The Board shall provide, administer and pay one hundred percent (100%) of the premiums for the first twenty-five thousand (\$25,000.00) of insurance in the Group Life Insurance Plan in effect between the Halton District School Board and Maritime Life. Additional Insurance at one (1), two (2), three (3), four (4) or five (5) times the employee's salary is at the employee's option to a maximum of three hundred thousand dollars (\$300,000.00).

(b) Any premium contribution by an employee toward the total premium payable under Clause 18.04(a) for insurance on the life of such employee, shall be deemed by the Board to be applied first to the premium for the amount of the insurance (if any) in excess of twenty-five thousand dollars (\$25,000.00) and the balance (if any) of the employee's premium shall be deemed by the Board to be applied to the first twenty-five thousand dollars (\$25,000.00) of the insurance.

**18.04 (Continued)**

**PART-TIME EMPLOYEES**

The Board shall provide, administer and pay one hundred percent (100%) of the premium required to provide each (seniority) employee with fifteen thousand dollars (\$15,000.00) of insurance in the Group Life Insurance Plan in effect between the Halton District School Board and Maritime Life.

**FULL-TIME EMPLOYEES**

Effective February 1, 2000

The Board shall provide and administer, but not contribute to the premiums for the Group Life Insurance Plan in effect between the Halton District School Board and Maritime Life on September 1, 1996, adjusted to include a maximum insurance coverage of \$300,000, or other plan with equivalent benefits.

**PART-TIME EMPLOYEES**

Effective February 1, 2000

The Board shall provide and administer, but not contribute to the premium required to provide each (seniority) employee with fifteen thousand dollars (\$15,000.00) of insurance in the Group Life Insurance Plan in effect between the Halton District School Board and Maritime Life on September 1, 1996.

**FULL-TIME AND PART-TIME EMPLOYEES**

**18.05 - Dental**

**FULL-TIME EMPLOYEES**

The Board shall provide, administer and pay one hundred percent (100%) for the Maritime Life Dental Plan or other plan with equivalent benefits on the basis of the current Ontario Dental

Association schedule of fees for Dental Services provided by General Practitioners or provided by a Dental Specialist where a patient has been referred to the specialist for services not normally provided by the General Practitioner.

**PART-TIME EMPLOYEES**

The Board shall provide, administer and pay fifty percent (50%) of the cost of the premium of the Dental Plan.

**18.06**

**FULL-TIME and PART-TIMEEMPLOYEES**

If, during the life of this Agreement:

(a) the premiums in **any** plan covered in Articles 18.02, 18.03 and 18.05 are increased, and the Board pays more premium on behalf of other employees of **the** Board than on behalf of the employees in this bargaining unit,

OR

(b) the **Board increases** its percentage contribution towards **any** of **the** plans covered in Articles **18.02, 18.03 and 18.05**, the **employees** of **this** bargaining unit will receive **a** like increase in the **Board's** contribution.

**ARTICLE XIX - HOURS OF WORK**

**19.01**

It is expressly understood and agreed that the provisions of this Article XIX shall not be construed to be a guarantee or a limitation of the hours of work per day or per week or otherwise nor as a guarantee of working schedules.

**19.02 - SHIFT**

**FULL-TIME EMPLOYEES**

**Day Shift**

Hours of Work 7:30 a.m. to 4:30 p.m. - Monday to Friday

**Afternoon Shift**

Hours of Work 3:30 p.m. to 12:00 midnight - Monday to Friday

There will be an unpaid lunch period for all full-time employees

Full-time employee's working hours during the Christmas Break and the March Break will be from 7:30 a.m. to 12:00 p.m., and 12:30 p.m. to 4:00 p.m., except where there is an approved use of facilities under Board policy.

**19.03 - SHIFT**

**PART-TIME EMPLOYEES**

Part-time employees' regular shift shall be four (4) hours

**19.04**

Employees are permitted a fifteen (15) minute break period at approximately the midpoint of each half shift.

## **ARTICLE XX - OVERTIME**

### **20.01**

The Board will endeavour to provide overtime assignments on equitable rotation among all employees within the Board that make their name available to their respective supervisors for overtime assignments.

### **20.02**

If the employee is required to work overtime, the following will apply;

- (a) Overtime at the rate of time and one-half (1.5) the employee's regular straight time rate of pay will be paid, or the equivalent compensating time off will be provided, for work performed in excess of eight (8) hours per day or forty (40) hours per week or for work performed on Saturdays. The employee will have the ability to accumulate up to 40 hours of lieu time, with the approval of the supervisor. The supervisor will determine whether lieu time can be accumulated. Compensating time off will be scheduled subject to the approval of the supervisor.
- (b) Overtime at the rate of two (2) times the employee's regular rate of pay will be paid, or the equivalent compensating time off will be provided, for work performed on Sundays, Easter Sunday, and on the holidays referred to in Article 17.01 hereof. On such holidays, the aforesaid payment shall be in addition to the holiday pay for those employees who qualify pursuant to Article 17.02 hereof. The employee will have the ability to accumulate up to 40 hours of lieu time, with the approval of the supervisor. The supervisor will determine whether lieu time can be accumulated. Compensating time off will be scheduled subject to the approval of the supervisor.
- (c) The foregoing (i.e. 20.01(a) and 20.01(b)) shall not apply to Saturdays or Sundays where a regular shift has been scheduled. Where Saturdays are included in a regularly scheduled shift, there shall be a premium of forty-seven (47 cents) per hour for each hour worked on such Saturdays. Where Sundays are included in a regularly scheduled shift, there shall be a premium of seventy-five cents (75 cents) per hour for each hour worked on such Sundays.

### **20.03 - Call In - FULL-TIME EMPLOYEES**

When an employee is called in from home to report for work two (2) hours or more prior to the next scheduled starting time the employee shall receive a minimum of two (2) hours work or pay in lieu thereof at the appropriate overtime rate. During school vacation periods this provision shall not apply to employees whose shifts are altered.

The Board will consider requests from employees to compound their work hours into four (4) ten (10) hour work days during the Christmas Break, March Break and summer break, allowing them to have either the Monday or the Friday off, providing operational requirements are met.

**20.06 - FULL-TIME**

In no case will there be a compounding or pyramiding of overtime or other premium compensation.

**20.07 - ALL EMPLOYEES**

Employees may accumulate time due to regular straight time rates, to be used to compensate for regular hours scheduled during the March and Christmas Breaks and other such time as approved by the Field Supervisor, Operators. Such accumulation to receive prior approval of the Field Supervisor, Operators.

**20.06**

When an employee is called out as a result of a monitor signal from in-school equipment the employee shall be paid two (2) hours minimum at the appropriate premium rate, plus mileage. Such call out shall involve a complete check of the building. As well as a complete check. There will be a thirty (30) minute minimum standby to allow for testing, checking and validation as to the functional condition of equipment, and a possibility that a condition of break and entry did not occur at the time of the receipt of the signal.

**20.05 - Electronic Signal Call Out - FULL-TIME EMPLOYEES**

NOTE: If by reason of normal or special duties, the caretaker is in the school on Saturday or Sunday, the security check allowance will not be paid.

An employee assigned to perform security checks will be paid for a minimum of one and one-half (1.5) hours for the work performed, at the appropriate overtime rate for each callout from home (an employee shall be considered to be called out when the employee is in fact called out or when the employee is scheduled to perform a security check). Such security check shall be made between twelve o'clock noon and 9:00 p.m.

**20.04 - Security Check - FULL-TIME EMPLOYEES**

## ARTICLE XXI - RELIEVING

### 21.01

An employee who is temporarily transferred or assigned by the Field Supervisor to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) If the transfer or assignment is for the convenience of the Board and if the rate of pay in the classification to which the employee is transferred or assigned is less than the employee's rate of pay the employee shall receive the regular rate of pay.
- (b) If the transfer or assignment is for the convenience of the employee or to enable the employee to avoid lay-off, and if the rate of pay in the classification to which the employee is transferred or assigned is less than the employee's regular rate of pay, the employee shall receive such lesser rate.
- (c) If the rate of pay in the classification to which the employee is transferred is higher than the employee's regular rate of pay, the employee shall receive such higher rate of pay from the date of transfer.

### 21.02

The Board will endeavour to provide equal rotation of the afternoon shift assignments among the Relief Caretaker in each maintenance depot.

**ARTICLE XXII - UNIFORMS**

**22.01(A)**

**FULL-TIME EMPLOYEES**

The Board will pay one hundred percent (100%) towards the cost of uniforms provided there is no change for two (2) years as follows:

four (4) shirts  
two (2) trousers  
OR  
Option of:  
two (2) pant suits, or  
five (5) smocks.

An employee may substitute a winter jacket in place of the above options provided there is no additional cost to the total cost of uniforms for the two (2) year period.

Plus option of:

i) a third pair of trousers every two (2) years of which the Board will pay fifty per cent (50%).

In addition for each maintenance employee the Board will pay one hundred percent (100%) of the cost of one (1) pair of coveralls every one (1) year.

**Effective July 1, 1999:**

Every two years, the Board will provide uniforms equivalent to a maximum value of one hundred and twenty dollars (\$120.) to purchase Board approved shirts and pants.

In addition, for each maintenance employee, the Board will pay one hundred percent (100%) of the cost of one (1) pair of coveralls every one (1) year.

**22.01(B) - PART-TIME EMPLOYEES**

Every two years, the Board will provide uniforms equivalent to a maximum value of \$60 to purchase Board approved shirts and pants.



**22.02 • Safety Boots**

**a) FULL-TIME**

The Board agrees to pay upon receipt of proof of purchase, one hundred percent (100%) of the cost of one (1) pair of Board approved safety boots per year, where required by legislation or approved by the Field Supervisor.

**b) PART-TIME**

The Board agrees to pay upon receipt of proof of purchase, the cost of one (1) pair of approved safety boots/shoes to a maximum of seventy-five dollars (\$75.00) per year where required by legislation and with prior approval by the Field Supervisor.

**22.03**

It shall be the responsibility of the employee to launder all such garments and to mend and keep in first class condition. All employees shall be required to wear provided garments during working hours and coveralls are to be worn only whilst employed at duties for which they are provided.

**ARTICLE XXIII - WAGE SCHEDULE - FULL-TIME EMPLOYEES**

**23.01**

**Effective June 1, 1996 - December 31, 1999, the wage rate set forth as follows will apply**

i)	Caretaker	
	Start	\$ 14.41
	3 months	14.48
	12 months	14.80
ii)	Head Caretaker	
	Elementary School	
	Group 2	\$ 15.81
	Group 3	17.11
	Group 4	17.51
	Secondary School	
	Group 1	\$ 17.51
	Group 2	18.37
	Group 3	18.79
iii)	Relief Caretaker	\$ 15.49
iv)	Maintenance*	\$ 17.70

\* Staff who were designated Group 1 January 1, 1991 will remain at that designation.

**Effective January 1, 2000 - August 31, 2000, the wage rate set forth as follows will apply**

i)	Caretaker	
	Start	\$ 14.63
	3 months	14.70
	12 months	15.02
ii)	Head Caretaker	
	Elementary School	
	Group 2	\$ 16.05
	Group 3	17.37
	Group 4	17.77
	Secondary School	
	Group 1	\$ 17.77
	Group 2	18.65
	Group 3	19.07

ARTICLE **XXIII - WAGE SCHEDULE - FULL-TIME EMPLOYEES** (Continued)

iii) Relief Caretaker      **\$ 15.72**

iv) Maintenance\*      **\$ 17.97**

\* **Staff** who were designated Group 1 January 1, 1991 will remain at that designation.

Effective September **1, 2000**, the wage rate set forth as follows will apply during the life of **this** Agreement:

i) Caretaker  
**Start**      **\$ 14.85**  
3 months      **14.92**  
12 months      **15.25**

ii) ~~Head~~ Caretaker  
Elementary School  
Group **2**      **\$ 16.29**  
Group **3**      **17.63**  
Group **4**      **18.04**

Secondary School  
Group **1**      **\$ 18.04**  
Group **2**      **18.93**  
Group **3**      **19.36**

iii) Relief Caretaker      **\$ 15.96**

iv) Maintenance\*      **\$ 18.24**

\* Staff who were designated Group **1** January **1, 1991** will remain **at that** designation.

**WAGE SCHEDULE - PART-TIME EMPLOYEES**

Effective June 1, 1996, the wage rate of twelve dollars and sixty-two cents (**\$12.62**) per hour will apply during the life of this Agreement.

Effective January **1, 2000**, the wage rate of twelve dollars and eighty-one cents (**\$12.81**) per hour will apply during the life of this Agreement.

Effective September 1, 2000, the wage rate of thirteen dollars (**\$13.00**) per hour will apply during the life of **this** Agreement.

**23.02 - Lead Hand**

An allowance will be paid to an employee designated as Lead Hand in the Secondary School as follows:

Effective June 1, 1996 - Twenty-nine cents (29c) per hour.

**23.03**

The Board agrees to pay an afternoon shift premium when an afternoon shift is worked as follows:

Effective July 1, 1992 - Forty-seven cents (47c) per hour

Effective January 1, 2000 - Fifty cents (50c) per hour

**23.04**

- i. Mileage for employees shall be in accordance with Board established rates and subject to the approval of the Field Supervisor.
- ii. Mileage will be paid for the following:
  - a) From home to work site and back where called out for a security or electronic signal
  - b) When travelling from one work site to another on approved Board business.

**23.05**

- (a) All employees engaged prior to July 1, 1965 will remain on the July 1 increment date.
- (b) All employees engaged subsequent to July 1, 1965 will have as the increment date the first of the month following the month of employment.

**23.06**

In a school where there is an indoor swimming pool, the Head Caretaker shall be paid a responsibility allowance if they are responsible for the operation of a pool as follows:

Effective July 1, 1984 - Twenty-one cents (21c) per hour

**23.07 - Stationary Engineer's Papers**

Twelve cents (12c) per hour where Caretaker is required to post papers.

**23.08 - General Purpose Room**

Six cents (6c) per hour will be paid for the time spent in setting up and dismantling tables and chairs in a general purpose room when used on a regular basis as a lunchroom

**23.09**

The Board reserves the right to withhold any scheduled increases if the employee's performance is not, in the opinion of the Superintendent of Human Resources, up to the Board's standards.

**23.10**

Effective July 1, 1991, employees responsible for securing buildings shall be paid an allowance of six dollars and twenty-five cents (\$6.25) per week.

**23.11 - Trucking Allowance**

Maintenance employees will be paid a special trucking allowance of seven dollars and fifty cents (**\$7.50**) per day regardless of the hours of actual vehicular use in the day. In addition, it is agreed that this special trucking allowance of seven dollars and fifty Cents (**\$7.50**) per day will only be paid at E. C. Drury High School, when staff are required to use their vehicle.

A special trucking payment of seven dollars and fifty cents (**\$7.50**) per day will be made to relief caretakers when their vehicle is used in any portion of the day for moving or transporting supplies or furniture as requested.

**ARTICLE XXIV - EMPLOYEE RELATIONS COMMITTEE**

**24.01**

The Board agrees to recognize and maintain an Employee Relations Committee comprised of representatives of Human Resources and Plant personnel and, for the Union, the President, Vice President, Secretary, Chief Steward and two (2) members-at-large or two (2) Stewards.

**24.02**

The Union agrees to notify the Board in writing of any changes in representation from the Union.

**24.03**

If representatives from the Union are employed on a shift other than when the meeting takes place, the meeting hours should be credited to those employees' regular shift.

## ARTICLE XXV - PROFESSIONAL DEVELOPMENT

### 25.01

Effective January 1, 1991, one (1) Professional Development day per year will be established for the purpose of providing a seminar, training or workshop. Such Professional Development Day will be available to all employees and they will be paid ~~at~~ their regular hourly rate of pay.

- i) A Professional Development **Committee** will be established. **This** will include representatives of ~~the Union~~, Plant Department and Human Resources.
- ii) Effective September 1, 1999, P.D. Funding shall be \$5,000 for each school year, made available by the Board, and shall be for the purpose of covering **costs** associated with ~~the~~ one (1) Professional Development Day provided for in ~~this~~ Article.

### 25.02 - Educational Courses - FULL-TIME EMPLOYEES

An employee will be entitled to reimbursement of tuition fees upon submission of evidence of successful completion of job-related **courses** that have received prior written approval of the Field Supervisor and the Superintendent of Human Resources or designate. As outlined in Board Policy, such approval is to be **made** on an individual basis before the employee **begins** the course or training.

### 25.03 - FULL-TIME EMPLOYEES

An employee in a full-time position shall be granted one (1) day with pay and without loss of seniority to ~~attend~~ the writing of their own post-secondary examinations.

A leave of this nature is subject to the approval of the Superintendent of Human Resources or designate in consultation with the employee's supervisor.



**ARTICLE XXVI - TERM OF AGREEMENT**

26.01

This Agreement shall become effective upon the 1st day of September 1999 and shall terminate at midnight upon the 31st day of August 2001. The Agreement shall continue from year to year thereafter unless either party gives written notice in writing of not more than ninety (90) days and not less than thirty (30) days from the termination date of their desire to amend or terminate it. Changes may be made in this Agreement by mutual agreement at any time during the existence of this Agreement.

THIS AGREEMENT IS HEREBY duly executed by the authorized representatives of the parties hereto as of the day and date first above written.

**FOR THE HALTON DISTRICT SCHOOL BOARD**

Signed:  
E. Gardiner  
 Chair, Halton District School Board

D. Abbott  
 Trustee, C.U.P.E. Negotiating Team

D. Marklew  
 Trustee, C.U.P.E. Negotiating Team

D. L. Pappas  
 Director of Education

P. Anthony  
 Superintendent of Human Resources

G. Callen  
 Superintendent of Facility Services

D. Beckett-Morton  
 Director of Labour Relations

N. Masndag  
 Regional Supervisor/Plant Operations

S. Gore  
 Personnel Manager

J. Shepherd  
 Labour Relations Manager

K. Vaughan  
 Human Resources Assistant

**FOR THE UNION**

Signed:  
J. McMillan  
 President, C.U.P.E. Local 9811

D. Meare  
 Recording Secretary, C.U.P.E. Local 9811

A. Lemay  
 National Representative, C.U.P.E.

R. Brown  
 1<sup>st</sup> Vice-President, C.U.P.E. Local 9811

E. MacDonald  
 2<sup>nd</sup> Vice-President, C.U.P.E. Local 9811

B. Demchak  
 Chief Steward, C.U.P.E. Local 9811

T. Robison  
 Treasurer, C.U.P.E. Local 9811



**LETTER OF AGREEMENT**  
between  
The Halton District School Board  
(hereinafter referred to as the "Board")  
and  
The Canadian Union of Public Employees (Local 1011)  
(hereinafter referred to as the "Union")

**RE: CASUAL CARETAKING STAFF**

The undersigned representatives of both the Board and the Union understand that:

1. The Board will **recruit, select and hire Casual Caretakers** to fill temporary caretaking positions where an absence is due to ~~Workers' Compensation~~ Board disability, ~~sick~~ leave, statutory or approved leave of absence, vacation periods ~~as required or temporary vacancies~~ or for specific projects as ~~determined by the~~ Regional Supervisor of Plant Operations and Facilities. There will be ~~mutual agreement on the assignment~~ of such projects between the Supervisor of Plant Operations and Facilities and the Union Executive prior to the work being assigned. The hiring of a Casual Caretaker will not be used to circumvent Article VIII, Job Vacancies - Postings and Transfer Provisions of the current Collective Agreement.
2. ~~Any~~ casual caretaker working daily for 4 consecutive months (statutory holidays shall not be considered a break in service) shall ~~then~~ be entitled to a place on the seniority list.
3. A Casual Caretaker will not be used to fill in for the following CUPE positions:  
Head Caretaker - Secondary  
Head Caretaker - Elementary  
Relief Caretaker  
Maintenance  
**Lead Hand**
4. Casual Caretakers will not be permitted to work in excess of forty (40) hours per week nor work any shift for which the relieved CUPE employee would have earned overtime payment.
5. To assist the Union in monitoring this agreement, the Board will provide the following information on a monthly basis:
  - a) name of Casual Caretaker
  - b) date assignment commenced
  - c) location of assignment
  - d) number of hours worked
  - d) date assignment completed

Signed at Burlington this 22<sup>nd</sup> day of December, 1999.

FOR THE BOARD:

D. Abbott  
D. Marklew  
D. Papke  
P. Anthony  
G. Cullen  
D. Beckett-Morton  
N. Maandag  
S. Gore  
J. Shepherd  
K. Vaughan

FOR THE UNION:

J. McEgan  
D. Moore  
A. Lennarson  
R. Brown  
E. MacDonald  
B. Donohoe  
T. Beddoes

LETTER OF AGREEMENT

between  
The Halton District School Board  
(hereinafter referred to as the "Board")  
and  
The Canadian Union of Public Employees (Local 1011)  
(hereinafter referred to as the "Union")

Mr. Sumner, Miss Brown - Vice-Pres

The undersigned representative of both the Board and the Union agree that all new hires will use one or a combination of the following, for the summer shutdown period:

- Vacation Time
- Layoff Time
- Unpaid Leave

All arrangements are to be mutually agreed to by the Employer and the Supervisor.

Signed at Burlington this 22<sup>nd</sup> day of December, 1999.

FOR THE BOARD:

FOR THE UNION:

D. Abbot

J. McGinn

D. Markew

D. Mason

D. Payne

A. Lestrum

P. Anthony

R. Brown

G. Cullen

E. MacDonald

D. Becker-Morton

B. Dundas

N. Marsden

I. Bodden

S. Gore

J. Shepherd

K. Vaughan

**LETTER OF AGREEMENT**

between

**The Halton District School Board**  
(hereinafter referred to as the "Board")

and

**The Canadian Union of Public Employees (Local 1011)**  
(hereinafter referred to as the "Union")

**RE: EDUCATION COMMITTEE**

The parties agree to form an Education Committee.

The Committee will investigate potential input for courses, and other relevant training required by C.U.P.E. Local 1011 members.

The Committee will consist of two (2) representatives from the Board and two (2) representatives from C.U.P.E. Local 1011.

Signed at Burlington this 22<sup>nd</sup> day of December, 1999.

**FOR THE BOARD:**

D. Abbott

D. Marklew

D. Papke

P. Anthony

G. Cullen

D. Beckett-Morton

N. Maandag

S. Gore

J. Shepherd

K. Vaughan

**FOR THE UNION:**

J. McEgan

D. Moore

A. Lennarson

R. Brown

E. MacDonald

B. Donohoe

T. Beddoes

**LETTER OF AGREEMENT**  
between  
**The Halton District School Board**  
(hereinafter referred to as the "Board")  
and  
**The Canadian Union of Public Employees (Local 1011)**  
(hereinafter referred to as the "Union")

**RE: SQUARE FOOT FORMULA**

The Board's practice on regional square foot formula was adjusted to 19,000 square feet by September 1, 1998.

C.U.P.E. Local 1011 cooperated with the Board to facilitate this implementation.

Signed at Burlington this 22<sup>nd</sup> day of December, 1999

FOR THE BOARD:

D. Abbott

D. Marklew

D. Papke

P. Anthony

G. Cullen

D. Beckett-Morton

N. \_\_\_\_\_

S. Gore

J. Shepherd

K. Vaughan

FOR THE UNION

J. McEgan

D. Moore

A. Lemmings

R. Brown

E. MacDonald

B. Dunbar

T. Biddess

LETTER OF AGREEMENT  
between  
THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the "Board")  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEE LOCAL 1011  
(hereinafter referred to as the "Union")

**RE: SCHOOL CLOSURES**

The undersigned representatives of both the Board and the Union agree to establish a joint committee **with equal** representation to **make recommendations** to the Board on the reorganization of C.U.P.E. members in the event of school closures.

Such work of the committee to be completed by June 30, 2000.

Signed at Burlington this 22<sup>nd</sup> day of December, 1999.

**FOR THE BOARD**

D. Abbott  
\_\_\_\_\_

D. Marklew  
\_\_\_\_\_

D. Papke  
\_\_\_\_\_

P. Anthony  
\_\_\_\_\_

G. Cullen  
\_\_\_\_\_

D. Beckett-Morton  
\_\_\_\_\_

N. Maandag  
\_\_\_\_\_

S. Gore  
\_\_\_\_\_

J. shepherd  
\_\_\_\_\_

**K. Vaughan**  
\_\_\_\_\_

**FOR THE UNION**

J. McEgan  
\_\_\_\_\_

D. Moore  
\_\_\_\_\_

A. Lennarson  
\_\_\_\_\_

R. Brown  
\_\_\_\_\_

E. MacDonald  
\_\_\_\_\_

B. Donohoe  
\_\_\_\_\_

T. Beddoes  
\_\_\_\_\_

LETTER OF AGREEMENT  
between  
THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the "Board")  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEE LOCAL 1011  
(hereinafter referred to as the "Union")

**RE: POSTING VACANCIES**

If there is an extended delay in posting a vacancy under Clause 8 01, the Regional Supervisor of Plant Operations will consult with the Union President.

Signed at Burlington this 22<sup>nd</sup> day of December, 1999

FOR THE BOARD

D. Abbott

D. Markew

D. Papke

P. Anthony

G. a k a

D. Beckett-Morton

N. Masndag

S. Gore

J. Shepherd

K. Vaughan

FOR THE UNION

J. McEgan

D. Meent

A. Lemerson

R. Brown

E. MacDonald

B. Donohoe

T. Biddan

LETTER OF AGREEMENT  
between  
THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the "Board")  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEE LOCAL 1011  
(hereinafter referred to as the "Union")

**RE: OVERTIME AND AFTERNOON SHIFT ASSIGNMENTS**

The Board and the Union agree to strike a joint committee with equal representation from the Board and the Union, to develop a process that would provide:

- 1) the opportunity for overtime assignments on an equitable rotation among all C.U.P.E. employees within the Board that make their name available to their supervisor for overtime assignments, and
- 2) the opportunity for equal rotation of the afternoon shift assignments among the Relief Caretaker in each maintenance depot.

Signed at Burlington this 22<sup>nd</sup> day of December, 1999,

**FOR THE BOARD**

D. Abbott

D. Marklew

D. Papke

**P. Anthony**

G. Cullen

D. Beckett-Morton

N. Maandag

S. Gore

J. Shepherd

K. Vaughan

**FOR THE UNION**

J. McEgan

D. Moore

A. Lennarson

R. Brown

**E. MacDonald**

B. Donohoe

T. Beddoes

**LETTER OF AGREEMENT**  
**between**  
**THE HALTON DISTRICT SCHOOL BOARD**  
**(hereinafter referred to as the "Board")**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEE LOCAL 1011**  
**(hereinafter referred to as the "Union")**



The undersigned representatives of both the Board and the Union agree to establish a joint committee with equal representation to develop guidelines for modified work/safe return for C.U.P.E. members.

Such work of the committee to be completed by March 31, 2000.

Signed at Burlington this 22<sup>nd</sup> day of December, 1999.

FOR THE BOARD

D. Abbott  
D. Marklew  
D. Papke  
P. Anthony  
G. Cullen  
D. Beckett-Morton  
N. Maandag  
S. Gore  
J. Shepherd  
K. Vaughan

FOR THE UNION

J. McEgan  
D. Moore  
A. Lottarano  
R. Brown  
E. MacDonald  
E. \_\_\_\_\_  
T. Beddoes



**LETTER OF AGREEMENT**  
**between**  
**THE HALTON DISTRICT SCHOOL BOARD**  
(hereinafter referred to as the "Board")  
and  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1011**  
(hereinafter referred to as the "Union")

**RE. RETIREMENT GRATUITY BUY DOWN**

The undersigned representatives of both the Board and the Union agree that effective following ratification of the 1999-2001 Collective Agreement and the establishment of a group RRSP, full time CUPE members will receive a lump sum buy down of \$1,500 of retirement gratuity, with the balance of the gratuity paid at retirement in accordance with the Collective Agreement Article 14.01(C). This lump sum will be rolled over directly into an RRSP account through the group RRSP.

Part time Cleaners on staff as at December 31<sup>st</sup>, 1999, will receive a contribution of \$250 to the group RRSP following ratification of the 1999-2001 Collective Agreement and the establishment of a group RRSP.

Any new employee starting their employment after December 31<sup>st</sup>, 1999 would not be eligible for any lump sum pay out for gratuity or a contribution to the group RRSP.

Signed at Burlington this 22<sup>nd</sup> day of December, 1999.

**FOR THE BOARD**

D. Abbott

D. Marklew

D. Papke

P. Anthony

G. Cullen

D. Beckett-Morton

N. Maandag

S. Gore

J. Shepherd

**K. Vaughan**

**FOR THE UNION**

J. McEgan

D. Moore

**A. Lennarson**

R. Brown

E. MacDonald

B. Donohoe

T. Beddoes

**LETTER OF AGREEMENT**  
**between**  
**THE HALTON DISTRICT SCHOOL BOARD**  
**(hereinafter referred to as the "Board")**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEE LOCAL 1011**  
**(hereinafter referred to as the "Union")**

**RE: MCKENZIE-BUTLER ARTICLE 1.5.**

The undersigned representatives of both the Board and the Union agree that effective no later than June 30, 2000 all caretaking and cleaning positions will be filled by CUPE members.

Signed at Burlington this 22<sup>nd</sup> day of December, 1999.

FOR THE BOARD

D. Abbott

D. Marklew

D. Papke

P. Anthony

G. Cullen

D. Beckett-Morton

N. Maandag

S. Gore

J. Shepherd

K. Vaughan

FOR THE UNION

J. McGee

D. Moore

A. Lemstra

R. Brown

E. \_\_\_\_\_

R. \_\_\_\_\_

T. Boddens



# CANADIAN UNION OF PUBLIC EMPLOYEES

Local 1011 5001 Brady Avenue, Burlington, Ontario L7R 2K3  
Phone (905) 632-7277 Fax (905) 632-9148

## GRIEVANCE FORM

(to be completed in triplicate)

Case No: \_\_\_\_\_

Local No. 1011

Employer The Halton District School Board

Employee \_\_\_\_\_

Department \_\_\_\_\_

Classification \_\_\_\_\_

Supervisor \_\_\_\_\_

To: \_\_\_\_\_

We claim that

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Therefore we request that:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Employee(s) or Union Officer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

DISPOSITION OF GRIEVANCE

Date of Settlement :

In favour of Employee?

Yes

No

Particulars of disposition of Grievance (Describe carefully at what Step or Stage of Grievance Procedure case was finally closed.)

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Signature of Foreman or other Representative of the employer

Signature of Shop Steward or other Union Officer

Date \_\_\_\_\_