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**COLLECTIVE AGREEMENT**

**between**

**THE HALTON DISTRICT SCHOOL BOARD**

**and**

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

Effective September 1, 2008  
(Unless otherwise indicated herein)

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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 consented to by the Board and to be attended by either elected representatives of the Board or the Executive Officer of Human Resources, or designate.

### **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 will become a member of the Union.

### **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 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 Executive Officer 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 Boards 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 commencements, 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 National Secretary Treasurer of the Canadian Union of Public Employees. It is understood that CUPE National will deduct the National per Capital tax and Defence Fund in accordance with the CUPE Constitution and Defence Fund Regulations and return the remainder of the dues to the Local. 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 and initiation fees. The amounts shall be determined by CUPE in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change. 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 Executive Officer of Human Resources in writing over the signature of the 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 continue 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 Executive Officer of Human Resources will supply the Union Secretary with:

- i) A seniority list as per Article 7.01 and a separate list of probationary employees
- ii) Addresses of seniority employees and probationary employees
- iii) Copies of letters to new hires
- iv) Copies of letters of termination, resignations or retirements of seniority employees and probationary employees.

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

### **5.02 (Continued)**

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.

in addition to the foregoing, the Executive Officer 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 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.

## ARTICLE VI - UNION REPRESENTATION-Continued

### 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 Boards 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 lieu time, 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. The Union President or designate and a Supervisor will meet during regular working hours with all new employees individually or in a group setting to distribute and discuss the Terms and Conditions of this Agreement and to answer any questions the new employee shall have.

Sufficient copies of the Agreement shall be printed in booklet form in a Union Shop within thirty (30) days of 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 and the employee's current position and work location. 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 overnight courier 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;

## ARTICLE VII – SENIORITY-Continued

### 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-TIMEEMPLOYEES

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-TIMEEMPLOYEES

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 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.

## **ARTICLE VII – SENIORITY-Continued**

### **7.04(A) (Continued)**

- 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/bump into part-time positions and employees in part-time positions are not entitled to transfer/hump 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 filling the job temporarily if required.

## ARTICLE VII – SENIORITY-Continued

### 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 Caretaker  
Relief Caretaker  
Caretaker  
Casual
- 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 lesser 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.

## **ARTICLE VII - SENIORITY-Continued**

### **7.05 (continued)**

#### **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 except new schools or they may apply through the posting process for any position in the Bargaining Unit including new schools.

### **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 year's 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, the Record of Employment form will be filed electronically with Human Resources Canada within five (5) working days from the last date actively at work.

### **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 Executive Officer 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.
- v) Upon request the Board will provide a letter of employment to the laid off employee within one week of his/her layoff.

## **ARTICLE VIII • JOB VACANCIES • POSTINGS AND TRANSFER PROVISIONS**

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

Vacancies will be posted for the period commencing one (1) week prior to Labour Day up to and including the first week of July. All postings will be 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.

Vacancies will be posted electronically and in hard copy form (via courier). An Employee may bid for a posted position via electronic mail or via hard copy of bid sheet.

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

The Board will repost all unfilled job vacancies/postings every six (6) months from the original posting date provided the vacancy still exists.

#### **8.01 (B)**

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 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 once Human Resources has been notified.

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

No employee who has successfully bid under this Article shall be entitled to bid for a posted vacancy holding the same pay rate and job title for eight (8) months from the successful bid date.

An employee may apply for a posted vacancy that is deemed to be a promotion at any time. "Promotion" shall be interpreted in accordance with the definition contained in Article 1.02 hereof.

An employee may bid for a posted vacancy that has the same pay rate but a different job title prior to eight (8) months from their successful bid date to a maximum of two (2) successful bids in any one (1) twelve (12) month period of time.

### **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 however, not necessarily in their former location(s). 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 eight (8) months from the date upon which the employee is returned to the old job unless the Executive Officer of Human Resources gives permission to do so.



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

### **8.04 Transfer Provisions**

i) Exchanges

Two (2) employees may exchange work locations subject to the approval of the Regional Supervisor Plant Operations and the Executive Officer 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 have a Union representative 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 or designate 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 this Agreement and such written grievance shall be signed by the grieving employee and be fully completed in all respects.

## **ARTICLE IX • GRIEVANCE PROCEDURE-Continued**

### **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 Executive Officer of Human Resources or designate. The Executive Officer 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 Executive Officer 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 Executive Officer 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.

## **ARTICLE IX - GRIEVANCE PROCEDURE-Continued**

### **9.06**

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 institute 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.

### **9.07**

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.

### **9.08**

In the event of any alleged violation of the "No Strike or Lockout" Article hereof, the aggrieved party may cause the matter to be submitted to special arbitration 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.

### **9.09**

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 Boards 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 carriage 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.

### **9.10**

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.

if the grievance is settled at 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.

## **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 Executive Officer 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 Representative, as designated by the Union, present shall sign as a witness and receive a copy of the document.

### **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 Executive Officer 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.

### **12.02**

When a full-time employee, or a part-time employee has made an attempt to cross and has been unable to have access to his/her place of work due to a strike action by another union, the employee will proceed to the nearest Halton District School Board facility not under strike action. The employee will contact his/her Field Supervisor of Facility Services Department and await instructions. If instructions are not received by the employee the remainder of his/her shift will be completed at the facility in which the employee gained access.

## **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 is forwarded to the Executive Officer of Human Resources or designate through the appropriate official of the Board. Such request must show good and sufficient reason and shall contain the length of the proposed leave including dates of commencement and return from the leave.

#### **13.01 A)**

Subject to a minimum notice of three (3) working days being given to the supervisor, an employee may be granted, with the approval of the Executive Officer of Human Resources, for reasonable personal reasons, a leave of absence for up to a maximum of two (2) working days in any one (1) work year. Such absence shall be without pay and without loss of seniority.

#### **13.01 B)**

Subject to a written request to the Executive Officer of Human Resources, at least fifteen (15) days prior to the requested leave, **an** employee may be granted, for reasonable personal reasons, a leave of absence beyond two (2) working days in 13.01 A). Such absence shall be without pay and without loss in seniority.

#### **13.01 C)**

Subject to a written request to the Executive Officer of Human Resources or designate, at least three (3) working months prior to the requested leave, an employee, with a minimum of three (3) years continuous Halton service, may be granted for reasonable personal reasons, a leave of absence for up to a maximum of one (1) year. Such absence shall be without pay or vacation entitlement and without loss of seniority. The employee will continue to have access to the benefit plans but there will be no contribution to the premium by the employer. The employee on leave shall indicate in writing, to the Executive Officer of Human Resources or designate, whether the employee intends to return to employment at the Board after such leave.

For each employee returning from a leave of absence for one (1) year or less the Board shall return the employee to the same assignment/location held at the time of the commencement of the leave, providing the position still exists. If the position does not exist the employee shall be assigned to a vacancy within the caretaker job title and receive the appropriate job rate of pay.



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

### **13.02 - UNION BUSINESS**

Leaves of absence without loss of seniority will be granted to the President of the Union or designated members of the executive for the purpose of conducting Union Business to a maximum of one hundred and ten (110) working days per September 1 to August 31 work year.

Such leaves of absence shall be used to represent the Union at their:

- Union Conventions
- Union Conferences
- Union Educational events
- or to tend to Union Business

During such leave the Board will continue to pay the employee their full salary and benefits that they would otherwise be entitled to under this Agreement and the Union agrees to reimburse the Board for the total wages paid to and/or on behalf of such employees.

Such leave requests will be made not less than ten (10) working days prior to the leave date. Such requests shall be made electronically to the Manager of Human Resources and confirmation of such requests will be confirmed to the members named in the request.

### **13.03 – Union Leaves of Absence**

The Union may request a part time leave of absence for the President and/or members of their executive to tend to Union Business. Such leaves shall be requested in writing, to the Executive Officer of Human Resources, three (3) months prior to the commencement of the leave and shall specify the release dates for the September 1<sup>st</sup> to August 31<sup>st</sup> work year.

This leave will be within the one hundred and ten (110) day maximum set out in Clause 13.02 and shall be without pay or benefits and without loss of seniority and the Union will reimburse the Board for all costs including the employee's actual salary, benefit costs including vacation entitlement and other statutory benefits.

## ARTICLE XIII - MISCELLANEOUS LEAVES OF ABSENCE-Continued

### 13.04

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

#### a) Deaths and Funerals

A maximum of four (4) 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 stepchild.

**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 Executive Officer of Human Resources.

If 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.

For the purpose of this clause only, the term "spouse" is given the extended meaning it has in ~~Part III~~, Section 29 of the **Family Law Act**. This is intended to include common-law and same sex partners.

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) Workplace Safety and Insurance Board

Each seniority employee who is injured in the course of duty shall have the Workplace Safety and Insurance Board 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 Workplace Safety and Insurance Board award, the employee must give immediate notice in writing to the Human Resources Department. After the expiration of any Workplace Safety and Insurance Board 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.

## ARTICLE XIII • MISCELLANEOUS LEAVES OF ABSENCE-Continued

### 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. Effective December 31, 2000 an employee on Pregnancy Leave for the seventeen (17) week period or on a Parental Leave for the thirty-five (35) 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 Parental Leave.
- b) The Board shall, on written request of the employee, grant in addition to the Pregnancy Leave and the Parental 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 thirty five (35) week Parental 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 and Parental Leave without loss of seniority, held at the commencement of the leave subject to the provisions of this Collective Agreement.
- e) Members taking only the Parental Leave for thirty-seven (37) weeks, in accordance with the Employment Standards Act shall accumulate seniority and credit for experience during such leave. The normal Board contributions to benefits will continue during the Parental Leave.

### 13.06 • Paternity Leave

An employee may be granted a leave of absence of one (1) day with pay and one (1) day deducted from the Employee's sick leave account, subject to the approval of the Executive Officer 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.

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

### **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 dates of the leave when they are known.

Leave for purpose of adoption shall be limited to fifteen (15) weeks. An additional thirty-seven (37) weeks Parental Leave will be available to an employee as specified in the Employment Standards Act. An employee while on Adoptive Leave and Parental Leave shall accumulate seniority but not salary. Board contributions to benefits will continue during both the Adoptive Leave and the Parental Leave.

- a) The Board shall, on written request of the Member, grant in addition to the Adoptive Leave and Parental 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 fifteen (15) week Adoptive Leave and thirty-seven (37) week Parental Leave shall be without payment of salary, allowances or fringe benefits. Effective July 1, 1992, the member shall accumulate seniority during this leave.

The provisions of 13.05 and 13.07 will be available to an employee who has thirteen (13) weeks or more of continuous service with the Board.

### **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**

A paid leave of this nature will usually cover extraordinary circumstances which, therefore, merit individual attention and is subject to the approval of the Executive Officer of Human Resources or designate.

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

### **13.11 - Holy Days**

Subject to the approval of the Executive Officer 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 - Personal Business Leave**

Subject to a minimum notice of three (3) working days being given to the Employee's Field Supervisor, an Employee may be granted with the approval of the Executive Officer Human Resources or designate a leave of absence for one (1) work day through deduction of sick leave credit in any one attendance (July 1 to June 30) year.

### **13.14- Emergency Leave**

In an emergency situation with notification to the Field Supervisor, an employee may be granted a leave of absence for one (1) work day per attendance (July 1 to June 30) year, charged to sick leave, for a sudden illness of an "immediate member of the family" as identified in Clause 13.04 subject to the approval of the Executive Officer of Human Resources or designate.

## ARTICLE XIV - SICK LEAVE, RETIREMENT GRATUITY AND RETIREMENTAGE

### 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].
  - 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.

**ARTICLE XIV - SICK LEAVE, RETIREMENT GRATUITY AND RETIREMENT AGE-  
Continued**

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

- 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 banked 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**

All absences must be reported immediately to the employee's Field Supervisor, or designate, and to the Board's attendance system as early as possible but not less than two (2) hours prior to the start of the shift unless there are extenuating circumstances. If the Field Supervisor or designate is not available a telephone number must be left where the employee can be contacted by the Field Supervisor or designate.

Absences for personal illness or injury for a period not exceeding three (3) consecutive working days may be certified by the Field Supervisor unless the Field Supervisor asks specifically in a particular instance for certification in writing by a qualified medical or dental practitioner. For absences of 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 Executive Officer of Human Resources or designate 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 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**

Following approval of the Field Supervisor 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 or benefit coverage shall be made to an employee for absence beyond the number of hours to the employee's credit in the sick leave plan.

## ARTICLE XIV - SICK LEAVE, RETIREMENT GRATUITY AND RETIREMENTAGE- Continued

### 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 if/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.

- 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 6 (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:



## **ARTICLE XIV - SICK LEAVE, RETIREMENT GRATUITY AND RETIREMENT AGE-**

Continued

### **14.01(B) 5) - Sick Leave - PART-TIME EMPLOYEES (Continued)**

- 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 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 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 banked 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**

All absences must be reported immediately to the employee's Field Supervisor, or designate, and to the Board's attendance system as early as possible but not less than two (2) hours prior to the start of the shift unless there are extenuating circumstances. If the Field Supervisor or designate is not available a telephone number must be left where the employee can be contacted by the Field Supervisor or designate.

Absences for personal illness or injury for a period not exceeding three (3) consecutive working days may be certified by the Field Supervisor unless the Field Supervisor asks specifically in a particular instance for certification in writing by a qualified medical or dental practitioner. For absences of 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 Executive Officer of Human Resources or designate 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 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.

**ARTICLE XIV - SICK LEAVE, RETIREMENT GRATUITY AND RETIREMENT AGE-  
Continued**

**14.01 (C) Long Term Medical Leaves**

**An** employee who is absent for medical reasons shall remain on staff for a period of up to two (2) years plus an extension of time off;

- i) up to three (3) years provided the employee's physician provides, annually, to the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the employee may return to their regular duties within three (3) years.
- ii) up to three (3) years provided the employee's physician provides annually, the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the employee will be able to work at some other occupation within three (3) years.
- iii) an unspecified amount of time beyond that provided in i) above if approved by the Executive Officer of Human Resources.

The employee must provide proof of medical fitness before returning to work. The executive Officer of Human Resources may require confirmation by a Board appointed medical practitioner.



**ARTICLE XIV - SICK LEAVE, RETIREMENT GRATUITY AND RETIREMENT AGE-Continued**

**14.01(D) - 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.

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(D)(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(D)(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(D)(2)(d).

**ARTICLE XIV - SICK LEAVE, RETIREMENT GRATUITY AND RETIREMENT AGE-  
Continued**

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

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(D)(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 14.01D(2)(c) above or eight thousand five hundred dollars (\$8,500), whichever is the lesser.

It is understood that the eight thousand five hundred dollars (\$8,500) maximum payout cap under 14.01D(2)(d) of the Retirement Gratuity Plan will apply to all employees hired prior to 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(D)(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.

## **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 Executive Officer 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:

- e 1 years' seniority as of July 1 of the vacation year – 10 days vacation with pay
- 3 years' seniority as of July 1 of the vacation year – 15 days vacation with pay
- e 9 years' seniority as of July 1 of the vacation year – 20 days vacation with pay
- e 17 years' seniority as of July 1 of the vacation year – 25 days vacation with pay
- 25 years' seniority as of July 1 of the vacation year – 30 days 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 ten (10) working days' vacation.

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

Effective September 1, 2003, vacation pay will be paid to employees of the Board on their bi-weekly pays in accordance with the following:

- Employees with less than three (3) years seniority as of July 1 of the vacation year will receive four percent (4%) vacation pay.
- e Employees with three (3) years seniority as of July 1 of the vacation year but less than nine (9) years will receive six percent (6%) vacation pay.
- Employees with nine (9) years but less than seventeen (17) years of seniority as of July 1 of the vacation year will receive eight percent (8%) vacation pay.
- Employees with seventeen (17) years seniority but less than twenty-five (25) years seniority as of July 1 of the vacation year will receive ten percent (10%) vacation pay.
- Employees with twenty-five (25) years seniority as of July 1 of the vacation year will receive twelve percent (12%) vacation pay.

### **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.

## **ARTICLE XVI - VACATIONS-Continued**

### **16.03 - FULL-TIME EMPLOYEES**

Employees may not use their vacation entitlement in advance. Vacation is earned during the period of July 1 to June 30 and the entitlement is calculated in accordance with clause 16.01A and there is no vacation carryover from one year to another nor is there a vacation payout for unused vacation. Employees must use their vacation entitlement prior to the close of business June 31

- i) Vacations shall be taken during the months of July and August in each year. Employees may with the permission of the Regional Supervisor Facilities Services, Plant Operations, be permitted 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.

### **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, the vacation of the affected employees will be rescheduled subject to the work requirements of the Supervisor, Plant Operations. The Executive Officer of Human Resources reserves the right to request proof of prolonged 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 Executive Officer 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.

### **16.08**

An employee who has either been on leave of absence or lay-off for a period of more than one (1) month or, on sick leave and off the active payroll for more than six (6) months, shall have their vacation entitlement under Article XVI, clause 16.01(A) prorated in accordance with the amount of time the employee was on the active payroll during the vacation year.

## 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 Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	Canada Day
Civic Holiday	Labour Day
Family 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 FULL-TIME AND PART-TIME EMPLOYEES

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 Executive Officer 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 Year's Day	Victoria Day
Good Friday	Canada Day
Easter Monday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	Family Day

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

- 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.
- b) The employee must have worked their scheduled number of hours the day before and the day after the holiday.

### 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 coverage is provided by the Employee's spouse. The exclusion for an employee covered by their spouse does not apply to Group Life.

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.

For the purposes of this clause, spouse includes a common-law and/or same-sex partner.

Employees on sick leave who exhaust their accumulated sick leave benefits and go on an health unpaid leave of absence are eligible to purchase benefit coverage for up to a maximum of two years from the start date of the illness.

Employees who take a Board approved unpaid leave of absence are eligible to purchase benefit coverage for the period of their leave up to a maximum of one year.

### 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

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 Manulife on September 1, 1996, adjusted to include hearing care option and vision care option, or other plan with equivalent benefits.

Effective September 1, 2005:

Hearing Care \$1000 every 36 months

Effective September 1, 2007:

Vision Care \$300 every 24 months

#### b) PART-TIME EMPLOYEES

The Board shall provide, administer and pay fifty percent (50%) of the cost of the premium for the Extended Health Plan including hearing and vision care options.

Effective September 1, 2005:

Hearing Care \$1000 every 36 months

Effective September 1, 2007:

Vision Care \$300 every 24 months

## **ARTICLE XVIII - EMPLOYEE BENEFITS-Continued**

### **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 Manulife. 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.

#### **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 Manulife.

#### **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 Manulife 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 Manulife on September 1, 1996.

**ARTICLE XVIII - EMPLOYEE BENEFITS-Continued**

**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 Manulife Dental Plan or other plan with equivalent benefits on the basis of the current Ontario Dental Association rate.

Effective January **1, 2002**, the Board shall provide, administer and pay one hundred percent **(100%)** for the Manulife Dental Plan or other plan with equivalent benefits on the basis of the current Ontario Dental Association Suggested Fee Guide minus one (1) year.

**PART-TIME EMPLOYEES**

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

Effective January **1, 2002**, the Board shall provide, administer and pay fifty (50%) of the cost of the premium of the Dental Plan on the basis of the current Ontario Dental Association Suggested Fee Guide minus one (1) year.

## **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.

The start and end times for the day shift will be site specific and will depend on the needs of the school/site as determined by management.

### **19.01 a) FULL-TIMEEMPLOYEES**

**Day Shift** - The normal work day will consist of eight (8) hours of work plus an unpaid lunch period – Monday to Friday.

**Afternoon Shift**– The normal work day will consist of eight (8) hours of work plus an unpaid lunch period. Afternoon shifts may start at anytime after 12:00 p.m. (noon) – Monday to Friday.

The working hours during the Christmas break, March break and the summer break will be the day shift, except where there is an approved use of facilities under Board policy.

### **19.02 SHIFT**

#### **PART-TIME EMPLOYEES**

- i) A part-time employee's regular shift shall be four (4) hours.
- ii) Notwithstanding (i) above, elementary and secondary part-time employees will work a compacted five (5) day work week of forty (40) hours per week for two weeks during the month of July.

### **19.03**

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

## **ARTICLE XX – OVERTIME**

### **20.01**

When the Board requires overtime to address an immediate absence or urgent situation, the Board will assign such coverage as follows:

- school/work location staff
- Relief and Maintenance staff
- call out list by Area

When the Board requires overtime to cover scheduled events the Board will arrange scheduled coverage as follows:

- school/work location staff
- call out list by Area

It is understood that any eligible full-time employee may place their name on the Area call out lists for available overtime.

A full-time employee on the Area call out list(s) will have their name removed from the list(s) if they refuse overtime hours three (3) consecutive times in any one (1) September 1<sup>st</sup> to August 31<sup>st</sup> work year. The employee will be advised in writing when their name is removed from the Area call out list(s).

### **20.02**

When an employee is required by his/her Field Supervisor to work one half hour or longer over his/her normal eight (8) hour shift, but not more than thirteen (13) hours in one day unless the employer and the employee agree, otherwise or in an emergency or exceptional unforeseen circumstances, the following will apply:

- a) Scheduled overtime at the rate of time and one half (1½) the employee's regular straight time rate of pay, or time off in lieu of pay in accordance with Article 20.02(d), will be paid for authorized work approved on behalf of the Board by the Field Supervisor for work in the following circumstances:
  - 1) in excess of eight hours per day;
  - 2) in excess of forty (40) straight time hours per week; or
  - 3) on a Saturday
- b) Scheduled overtime at the rate of two (2) times the employee's regular straight time rate of pay will be paid for authorized work performed on behalf of the Board on a Sunday or Statutory Holiday as defined in Article 17.01 and 17.03.

**ARTICLE XX - OVERTIME-Continued**

Effective	Sept. 1/08	Sept. 1/09	Sept. 1/10	Sept. 1/11
Saturday	57 cents	59 cents	61 cents	63 cents
Sunday	92 cents	95 cents	98 cents	\$1.01

d) In lieu of overtime pay, an employee may opt to receive up to one (1) scheduled work week off, for 40 hours overtime worked during the period July 1<sup>st</sup> to June 30<sup>th</sup>. The approved lieu time will be taken at a date agreed to with the Field Supervisor. Any overtime the employee wishes to take as time off in lieu of overtime pay over and above the initial one (1) scheduled work week off may be considered by the Field Supervisor. All accumulated lieu time will only be recognized if it is documented on the employee's timesheet.

**20.03 - Call In - FULL-TIMWART-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.

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

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.

**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.

## ARTICLE XX – OVERTIME-Continued

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

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 enter did not occur at the time of the receipt of the signal.

### **20.06**

Employees may accumulate lieu time at regular straight time rates, where overtime would not have been assigned or scheduled, 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, Operations. Such accumulation to receive prior approval of the Field Supervisor, Operations.

### **20.07 • ALL EMPLOYEES**

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

### **20.08 – FULL-TIME**

The Field Supervisor 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.

## **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.

## **ARTICLE XXII – UNIFORMS-Continued**

### **22.02 - Safety Footwear**

#### **a) FULL-TIME**

Based on the purchase being pre-approved, 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 footwear per year, where required by legislation or approved by the Field Supervisor.

#### **b) PART-TIME**

Based on the purchase being pre-approved, the Board agrees to pay upon receipt of proof of purchase, the cost of one (1) pair of approved safety footwear 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

**23.01**

Effective September 1, 2008, the wage rate set forth as follows will apply:

i) Caretaker		
Start		\$18.67
3 months		\$18.76
12 months		\$19.17
ii) Head Caretaker		
Elementary School:		
Group 2	( 0 - 29,999 sq. ft.)	\$20.48
Group 3	(30,000 - 44,999 sq. ft.)	\$22.17
Group 4	(45,000 plus sq. ft.)	\$22.67
Secondary School		
Group 1	( 0 - 99,999 sq. ft.)	\$22.67
Group 2	(100,000 - 124,999 sq. ft.)	\$23.79
Group 3	(125,000 plus sq. ft.)	\$24.35
iii) Relief Caretaker		\$22.17
iv) Truck Driver		\$22.17
v) Maintenance*		\$22.92
vi) Part-Time Employees		\$16.35

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

## ARTICLE XXIII - WAGE SCHEDULE-Continued

### 23.01(Continued)

Effective September 1, 2009, the wage rate set forth as follows will apply:

i) Caretaker		
start		\$19.23
3 months		\$19.32
12 months		\$19.75
ii) Head Caretaker		
Elementary School:		
Group2	( 0 - 29,999 sq. ft.)	\$21.09
Group3	(30,000 - 44,999 sq. ft.)	\$22.84
Group4	(45,000 plus sq. ft.)	\$23.35
Secondary School		
Group1	( 0 - 99,999 sq. ft.)	\$23.35
Group2	(100,000 - 124,999 sq. ft.)	\$24.50
Group3	(125,000 plus sq. ft.)	\$25.08
iii) Relief Caretaker		\$22.84
iv) Truck Driver		\$22.84
v) Maintenance*		\$23.61
vi) Part-Time Employees		\$16.84

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

ARTICLE XXIII • WAGE SCHEDULE-Continued

**23.01(Continued)**

Effective September 1, 2010, the wage rate set forth as follows will apply:

i) Caretaker		
Start		\$19.81
3 months		\$19.90
12 months		\$20.34
ii) Head Caretaker		
Elementary School:		
Group 2	( 0 - 29,999 sq. ft.)	\$21.72
Group 3	(30,000 - 44,999 sq. ft.)	\$23.53
Group 4	(45,000 plus sq. ft.)	\$24.05
Secondary School		
Group 1	( 0 - 99,999 sq. ft.)	\$24.05
Group 2	(100,000- 124,999 sq. ft.)	\$25.24
Group 3	(125,000 plus sq. ft.)	\$25.83
iii) Relief Caretaker		\$23.53
iv) Truck Driver		\$23.53
v) Maintenance*		\$24.32
vi) Part-Time Employees		\$17.35

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

## ARTICLE XXIII - WAGE SCHEDULE-Continued

### 23.01(Continued)

Effective September 1, 2011, the wage rate set forth as follows will apply:

i) Caretaker		
Start		\$20.40
3 months		\$20.50
12 months		\$20.95
ii) Head Caretaker		
Elementary School:		
Group 2	( 0 - 29,999 sq. ft.)	\$22.37
Group 3	(30,000 - 44,999 sq. ft.)	\$24.24
Group 4	(45,000 plus sq. ft.)	\$24.77
Secondary School		
Group 1	( 0 - 99,999 sq. ft.)	\$24.77
Group 2	(100,000 - 124,999 sq. ft.)	\$26.00
Group 3	(125,000 plus sq. ft.)	\$26.60
iii) Relief Caretaker		\$24.24
iv) Truck Driver		\$24.24
v) Maintenance*		\$25.05
vi) Part-Time Employees		\$17.87

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

## **ARTICLE XXIII - WAGE SCHEDULE-Continued**

### **23.02 - Lead Hand**

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

- Effective September 1, 2008 – Thirty-eight cents (\$0.38) per hour.
- Effective September 1, 2009 – Thirty-nine cents (\$0.39) per hour.
- Effective September 1, 2010 – Forty cents (\$0.40) per hour.
- Effective September 1, 2011 – Forty-one cents (\$0.41) per hour.

### **23.03**

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

- Effective September 1, 2008 - Sixty-two cents (**\$0.62**) per hour.
- Effective September 1, 2009 - Sixty-four cents (\$0.64) per hour.
- Effective September 1, 2010 - Sixty-six (\$0.66) per hour.
- Effective September 1, 2011 – Sixty-eight cents (\$0.68) 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**

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 September 1, 2008 – Twenty-four cents (\$0.24) per hour.
- Effective September 1, 2009 - Twenty-five cents (**\$0.25**) per hour.
- Effective September 1, 2010 – Twenty-six (\$0.26) per hour.
- Effective September 1, 2011 – Twenty-seven cents (\$0.27) per hour.

### **23.06 Stationary Engineer's Papers**

- Effective September 1, 2008 - Thirty-one cents (\$0.31) per hour.
- Effective September 1, 2009 – Thirty-two cents (\$0.32) per hour.
- Effective September 1, 2010 – Thirty-three (\$0.33) per hour.
- Effective September 1, 2011 – Thirty-four cents (\$0.34) per hour.

## **ARTICLE XXIII - WAGE SCHEDULE-Continued**

### **23.07 - General Purpose Room**

Effective September 1, 2008 up to and including August 31, 2010 - 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.

Effective September 1, 2010 up to and including **August 31, 2012** - Seven cents (7c) 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.

### **23.08**

The Board reserves the right to withhold any scheduled increases if the employee's performance is not, in the opinion of the Executive Officer of Human Resources, up to the Board's standards. Once the Executive Officer of Human Resources deems that the individual has met the Board standards the employee will retroactively receive the scheduled pay increase.

### **23.09**

Part-time employees who **work** alone and are responsible for securing buildings shall be paid an allowance per week as follows:

Effective September 1, 2008 – Seven dollars and sixty-two cents (\$7.62) per week.

Effective September 1, 2009 – Seven dollars and eighty-five cents (\$7.85) per week.

Effective September 1, 2010 – Eight dollars and nine cents (\$8.09) per week.

Effective September 1, 2011 – Eight dollars and thirty-three cents (\$8.33) per week.

### **23.10- Trucking Allowance**

Maintenance employees will be paid a special trucking allowance per day regardless of the hours of actual vehicular use in the day. In addition, it is agreed that this special trucking allowance will only be paid at E. C. Drury High School, when staff are required to use their vehicle.

A special trucking payment 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.

Effective September 1, 2003 – Nine dollars and two cents (\$9.02) per day.

Effective January 1, 2009 – Ten dollars (\$10.00) per day.

### **23.11 – Water Treatment**

a) Employees with certification and performing work at a designated school as determined by Facility Services will receive an allowance as follows:

Effective September 1, 2008 – Twenty-two cents (\$0.22) per hour.

Effective September 1, 2009 - Twenty-three cents (\$0.23) per hour.

Effective September 1, 2010 - Twenty-four (\$0.24) per hour.

Effective September 1, 2011 - Twenty-five cents (\$0.25) per hour.

b) Upon successful completion the Board shall reimburse an employee for License/Certification updating or renewal costs when such employee is required to obtain or maintain the certification.



## **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. Parties agree to meet as required.

### **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 - Professional Development**

- i) The Professional Development Committee will meet on a regular basis to develop and plan the annual CUPE PD day. The committee will include representatives of the Union, Facility Services Department and Human Resources.
- ii) Effective September 1, 2005, P.D. Funding shall be \$6,000 for each school year, made available by the Board, and shall be for the purpose of covering costs associated with professional development provided for in this Article.

Such professional development will be available to all employees and they will be paid at their regular hourly rate of pay.

- iii) The use of the CUPE share of the professional development funds from the 2008-2012 Provincial Agreement will be determined by this committee in which CUPE Local 1011 is an equal participant.

### **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 Executive Officer 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**

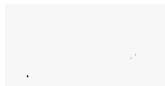
**An** employee in a full-time position shall be granted one (1) day with pay and without loss of seniority to attend the writing of their own post-secondary examinations when exam required to be written during their scheduled work day.

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

## ARTICLE XXVI - SUPERVISION RESPONSIBILITIES

### 26.01

It is not the intent of the board for any CUPE member to be responsible for the appraisal and growth process of any CUPE member.



## ARTICLE XXVII - TERM OF AGREEMENT

### 27.01

This Agreement shall become effective upon the 1st day of September 2008 and shall terminate at midnight upon the 31st day of August 2012. The Agreement shall continue from year to year thereafter unless either party gives to the other party 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 November 11, 2008.

**FOR THE HALTON DISTRICT SCHOOL BOARD**

Signed:

**FOR THE UNION**

Signed:

FOR THE BOARD:

K. Terry

Senior Manager of Human Resources

S. Leonard

Manager of Human Resources

G. Cullen

Superintendent - Facility Services

N. Maandag

Regional Supervisor, Plant Operations

D. Danielli

Trustee

P. Rosina

Labour Relations Officer

S. Warren

Human Resources Administrator

FOR THE UNION

D. Dickson

President, C.U.P.E. Local 1011

D. Dring

Vice-president, C.U.P.E. Local 1011

T. Lecaillon

Recording Secretary, C.U.P.E. Local 1011

B. Clifford

Treasurer, C.U.P.E. Local 1011

D. Williams

Sergeant at Arms, C.U.P.E. Local 1011

F. Ranoso

Chief Steward, C.U.P.E. Local 1011

P. Webber-Callaghan

National Representative, C.U.P.E.-S.C.F.P

**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")**



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

All Casual Caretaking staff hired prior to January 1, 2008 will be deemed to have a start date of January 1, 2008 for probationary period purposes.

Casual Caretaking staff are those persons employed on a temporary day to day or intermittent basis. They are paid an hourly rate for hours worked.

Casual Caretaking staff shall be governed by the Employment Standards Act and any amendments thereto.

It is agreed that the Board will maintain a separate seniority list for Casual Caretaking staff listing the employee's name and date of hire.

The rate of pay from date of hire to the end of the probationary period will be equivalent to the part time CUPE rate. Upon successful completion of the probationary period, the casual caretaker will be paid the rate of pay equivalent to the start rate of a Caretaker.

It is agreed that the probationary period will be six (6) months from the date of hire. Upon completion of the probationary period, the employee will have access to Article IX - Grievance Procedure.

The following clauses will apply to the Casual Caretaking staff

- Article II - Recognition
- Article III - Relationship
- Article IV - Management Rights
- Article V - Deduction of Union Dues

It is agreed that a Casual Caretaker will not be used to replace the following CUPE positions:

- Head Caretaker - Secondary
- Head Caretaker - Elementary
- Relief Caretaker
- Truck Driver
- Maintenance
- Lead Hand

*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, except in the case of emergency. Such cases will be determined on an individual basis and notification will be given to the Union President*

It is agreed that Casual Caretakers will be entitled to attend the CUPE PD day and will have access to job-related training offered by the Board to CUPE staff.

Signed at Burlington this 11<sup>th</sup> day of November, 2008  
 FOR THE BOARD

FOR THE UNION

K Terry  
 Senior Manager of Human Resources

D. Dickson  
 President, C.U.P.E. Local 1011

S. Leonard  
 Manager of Human Resources

D. Dring  
 Vice-President, C.U.P.E. Local 1011

G. Cullen  
 Intendant - Facility Services

T. Lecallion  
 Recording Secretary, C.U.P.E. Local 1011

N. Maandag  
 Regional Supervisor, Plant Operations

B. Clifford  
 Treasurer, C.U.P.E. Local 1011

D. Danielli  
 Trustee

D. Williams  
 Sergeant at Arms, C.U.P.E. Local 1011

P. Rosina  
 Labour Relations Officer

E. Rancoso  
 Chief Steward, C.U.P.E. Local 1011

S. Warren  
 Human Resources Administrator

P. Webber-Callaghan  
 National Representative, C.U.P.E.-S.C.F.P.

LETTER OF AGREEMENT  
between  
The Halton District School Board  
(hereinafter referred to as the “Board”)  
and  
The Canadian Union of Public Employees (Local 101 1)  
(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 11<sup>th</sup> day of November 2008.

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

S. Leonard  
Manager of **Human** Resources

G. Cullen  
Superintendent – Facility Services

N. Maandag  
Regional Supervisor, Plant Operations

D. Danielli  
Trustee

P. Rosina  
Labour Relations Officer

S. Warren  
Human Resources Administrator

FOR THE UNION

D. Dickson  
President, C.U.P.E. Local 1011

D. Dring  
Vice-president, C.U.P.E. Local 1011

T. Lecaillon  
Recording Secretary, C.U.P.E. Local 1011

B. Clifford  
Treasurer, C.U.P.E. Local 1011

D. Williams  
Sergeant at Arms, C.U.P.E. Local 1011

F. Raposo  
Chief Steward, C.U.P.E. Local 1011

P. Webber-Callaghan  
National Representative, C.U.P.E.-S.C.F.P

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: UNIFORMS**

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

The Board agrees to establish a Committee made up of three Members from CUPE and three representatives from the Board to discuss uniforms. This Committee will meet and make recommendations.

Signed at Burlington this 11<sup>th</sup> day of November 2008.

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

S. Leonard  
Manager of Human Resources

G. Cullen  
Superintendent – Facility Services

N. Maandag  
Regional Supervisor, Plant Operations

D. Danielli  
Trustee

P. Rosina  
Labour Relations Officer

S. Warren  
Human Resources Administrator

FOR THE UNION:

D. Dickson  
President, C.U.P.E. Local 1011

D. Dring  
Vice-president, C.U.P.E. Local 1011

T. Lecaillon  
Recording Secretary, C.U.P.E. Local 1011

B. Clifford  
Treasurer, C.U.P.E. Local 1011

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Chief Steward, C.U.P.E. Local 1011

P. Webber-Callaghan  
National Representative, C.U.P.E.-S.C.F.P

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: DOWNSIZING**

The parties agree to meet as far in advance as possible of any downsizing to explore options and alternatives to layoffs.

Signed at Burlington this 11<sup>th</sup> day of November 2008.

FOR THE BOARD:

K. Terrv  
Senior Manager of Human Resources

S. Leonard  
Manager of Human Resources

G. Cullen  
Superintendent – Facility Services

N. Maandag  
Regional Supervisor, Plant Operations

D. Danielli  
Trustee

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Labour Relations Officer

S. Warren  
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FOR THE UNION

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President, C.U.P.E. Local 1011

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P. Webber-Callaghan  
National Representative, C.U.P.E.-S.C.F.P



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: BENEFITS COMMITTEE**

The undersigned representatives of both the Board and the Union agree to the following:

A Benefits Committee will be struck with CUPE and Board representation to explore the options for the use of the CUPE share of the benefit dollars flowing in the 2010/2011 school year from the Provincial Discussion Table Agreement specific to CUPE. The Committee will commence meeting by December 30, 2008.

The CUPE bargaining unit's proportional share of the benefits funding enhancement is estimated to be \$45,654.60 based on 256.0 F.T.E. CUPE staff as reported in the 2008-09 Board Estimate.

Signed at Burlington this 11<sup>th</sup> day of November 2008.

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

S. Leonard  
Manager of Human Resources

G. Cullen  
Superintendent – Facility Services

N. Maandag  
Regional Supervisor, Plant Operations

D. Danielli  
Trustee

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President, C.U.P.E. Local 1011

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Vice-president, C.U.P.E. Local 1011

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P. Webber-Callaghan  
National Representative, C.U.P.E.-S.C.F.P

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")



The undersigned representatives of both the Board and the Union agree to the following:

ARTICLE XX - OVERTIME, clause 20.02 d) recognizes the employee's option to accumulate a maximum of 40 hours of approved overtime worked during the period of July 1<sup>st</sup> to June 30<sup>th</sup> to be recorded in the CUPE Electronic Timesheet program and taken as lieu time.

This article and clause will be amended to allow the employee to accrue a maximum of 40 hours of lieu time in one July 1<sup>st</sup> to June 30<sup>th</sup> work year and earn an additional 40 hours of approved overtime, as lieu time hours, in the current July 1<sup>st</sup> to June 30<sup>th</sup> work year for a maximum total accumulation of up to 80 hours of lieu time.

Both the Board and the Union recognize the need to modify the CUPE Electronic Timesheet program and generate user reports before implementing the amendment to ARTICLE XX - OVERTIME, clause 20.02 d). The implementation date for the change in the banking of lieu time hours will occur not later than July 1, 2009.

Signed at Burlington the 11<sup>th</sup>, day of November, 2008.

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

S. Leonard  
Manager of Human Resources

G. Cullen  
Superintendent- Facility Services

N. Maandag  
Regional Supervisor, Plant Operations

D. Danielli  
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Human Resources Administrator

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E. Raposo  
Chief Steward, C.U.P.E. Local 1011

P. Webber-Callaghan  
National Representative, C.U.P.E.-S.C.F.P

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: TRUCKING ALLOWANCE**

The undersigned representatives of both the Board and the Union agree to the following:

The Truck Allowance identified under Article XXIII, Clause 23.10 of the Collective Agreement is specific to the Maintenance position. The Board and the Union agree to form a Committee to investigate the vehicle requirements necessary to the role of Maintenance and eligibility for this allowance.

The Committee shall have representatives from the Union and Facility Services - Plant Department and will make recommendations to the Superintendent of Facility Services not later than March 1, 2009 for implementation September 1, 2009.

Signed at Burlington the 11<sup>th</sup>, day of November, 2008.

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

S. Leonard  
Manager of Human Resources

G. Cullen  
Superintendent - Facility Services

N. Maandag  
Regional Supervisor, Plant Operations

D. Danielli  
Trustee

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Labour Relations Officer

S. Warren  
Human Resources Administrator

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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: JOINT HEALTH AND SAFETY INSPECTIONS**

The undersigned representatives of both the Board and the Union (Local 1011) agree to the following:

The operational procedure for the replacement of the Head Caretaker to participate in the Joint Health and Safety inspections will be sent annually to all Head Caretakers and all Administrators.

Signed at Burlington this 11<sup>th</sup> day of November 2008.

FOR THE BOARD:

K. Terry

Senior Manager of Human Resources

S. Leonard

Manager of Human Resources

G. Cullen

Superintendent – Facility Services

N. Maandag

Regional Supervisor, Plant Operations

D. Danielli

Trustee

P. Rosina

Labour Relations Officer

S. Warren

Human Resources Administrator

FOR THE UNION:

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President, C.U.P.E. Local 1011

D. Dring

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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: PROFESSIONAL DEVELOPMENT FUNDING**

The undersigned representatives of both the Board and the Union agree to the following:

The CUPE bargaining unit's proportional share of the professional development funding as per the PDT Agreement is estimated to be \$93,492.57 based on Appendix H in the Board's 2006-07 Financial Statements.

Signed at Burlington this 11<sup>th</sup> day of November 2008.

FOR THE BOARD

K. Terry  
Senior Manager of Human Resources

S. Leonard  
Manager of Human Resources

G. Cullen  
Superintendent – Facility Services

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Regional Supervisor, Plant Operations

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P. Webber-Callaghan  
National Representative, C.U.P.E.-S.C.F.P

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

**RE: SCHOOL OPERATIONS STAFF FUNDING ENHANCEMENT**

The undersigned representatives of both the Board and the Union agree to the following:

The parties agree that there are currently 256.0 F.T.E. CUPE employees based on the 2008/09 Ministry Estimates. Confirmation of the CUPE complement will be as per the Revised Estimates for 2008-2009. The Board agrees that any funding received from Ministry of Education for School Operations Funding Enhancements will be used to maintain and add CUPE positions during the term of this agreement.

The Ministry has estimated the impact of these enhancements to the Board through changes to the grant calculations (estimated to be \$813,123 in 2009-2010, \$824,684 in 2010-2011, and \$835,255 in 2011-2012). The Ministry has estimated that this funding will add positions to the complement of 256.0 F.T.E. in increasing amounts in each year that the funding will flow (estimated to be 12.0 to 12.5 F.T.E. in 2009-2010, and additional staffing increases in 2010-2011 and 2011-2012). The actual positions added will be subject to the funding actually received from the Ministry for this enhancement. During the term of this agreement, the complement will not be reduced to less than 256.0 F.T.E plus the complement increases added annually from the enhanced funding.

The Board will meet with the Union annually to review the actual funding received for this enhancement and discuss the resulting increases to the CUPE complement. The CUPE priorities will be additional Maintenance, Relief and Truck Driver positions.

Signed at Burlington this 11<sup>th</sup> day of November 2008.

FOR THE BOARD

K. Terry

Senior Manager of Human Resources

S. Leonard

Manager of Human Resources

G. Cullen

Superintendent - Facility Services

N. Maandag

Regional Supervisor, Plant Operations

D. Danielli

Trustee

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FOR THE UNION

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National Representative, C.U.P.E.-S.C.F.P

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: SUPERVISION OF STUDENTS**

The undersigned representatives of both the Board and the Union agree to the following:

Members of CUPE Local 1011 shall not be assigned general student supervision where supervision is not a core duty of that classification.

This does not diminish any employee's obligation to assist in emergency situations under the Safe Schools Act.

Signed at Burlington the 11<sup>th</sup>, day of November, 2008.

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

S. Leonard  
Manager of Human Resources

G. Cullen  
Superintendent - Facility Services

N. Maandag  
Regional Supervisor, Plant Operations

D. Danielli  
Trustee

P. Rosina  
Labour Relations Officer

S. Warren  
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FOR THE UNION

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President. C.U.P.E. Local 1011

D. Dring  
Vice-president. C.U.P.E. Local 1011

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Recording Secretary, C.U.P.E. Local 1011

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Treasurer. C.U.P.E. Local 1011

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Chief Steward, C.U.P.E. Local 1011

P. Webber-Callaghan  
National Representative, C.U.P.E.-S.C.F.P

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: Contracting Out**

In conjunction with Article 7, Clause 7.06 the undersigned representatives of both the Board and the Union agree to the following:

The Board agrees that it will discuss with the Union, any future changes to the current practice of contracting out that would affect CUPE Local 1011 members before any final decision is made by the Board. These discussions will take place through a joint committee comprised of three (3) representatives of the Board and three (3) representatives of the Union, plus appropriate resources.

Both parties agree that they will evaluate the viability of any suggestions made by the committee. The suggestions of this committee will be considered by the Board before any final decision is made by the Board.

Signed at Burlington this 11<sup>th</sup> day of November 2008.

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

S. Leonard  
Manager of Human Resources

G. Cullen  
Superintendent – Facility Services

N. Maandag  
Regional Supervisor, Plant Operations

D. Danielli  
Trustee

P. Rosina  
Labour Relations Officer

S. Warren  
Human Resources Administrator

FOR THE UNION:

D. Dickson  
President, C.U.P.E. Local 1011

D. Dring  
Vice-president, C.U.P.E. Local 1011

T. Lecaillon  
Recording Secretary, C.U.P.E. Local 1011

B. Clifford  
Treasurer, C.U.P.E. Local 1011

D. Williams  
Sergeant at Arms, C.U.P.E. Local 1011

F. Raposo  
Chief Steward, C.U.P.E. Local 1011

P. Webber-Callaghan  
National Representative, C.U.P.E.-S.C.F.P



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: STAFFING**

The undersigned representatives of both the Board and The Canadian Union of Public Employees (Local 1011) agree that during the term of this Collective Agreement, the existing staffing model will continue in which elementary schools will be staffed with members of CUPE Local 1011 and secondary schools will continue to be staffed with members of CUPE Local 1011 as Head Caretakers and Lead Hands (excepting E.C. Drury, Acton and White Oaks North Campus).

The foregoing in no way prohibits the union from future investigations into the use of union members for the cleaning and maintenance of all Board facilities at any point.

Signed at Burlington this 11<sup>th</sup> day of November, 2008.

FOR THE BOARD:

K. Terry

Senior Manager of Human Resources

S. Leonard

Manager of Human Resources

G. Cullen

Superintendent – Facility Services

N. Maandag

Regional Supervisor, Plant Operations

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Sergeant at **Arms**, C.U.P.E. Local 1011

F. Raposo

Chief Steward, C.U.P.E. Local 1011

P. Webber-Callaghan

National Representative, C.U.P.E.-S.C.F.P

**MEMORANDUM**  
**INFORMATION RE: OMERS**

The parties agree that the information related to OMERS shared in this memorandum is for reference purposes only and have agreed to include the definition of contributory earnings under the OMERS Pension Plan and readily available from the OMERS web site ([www.omers.com/employers/employeradministrationmanual](http://www.omers.com/employers/employeradministrationmanual)) and reads as follows:

Effective January 1, 2002, contributory earnings must include all regular recurring earnings for all plan members except council members. See Section 7 Council members. You **must** include the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service. See Section 6.3.3 Vacation pay and OTCET
  
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (for example, flight allowance, canine allowance);
- pay for time off in lieu of overtime. See Example 1;
- pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- dangerpay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift **work**);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary. See Section 11 Leave periods and Section 13, Disability

**MEMORANDUM**  
**INFORMATION RE: OMERS (Continued)**

- salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (for example, educational or car allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The members pension will begin on the first day of the month following the revised retirement date. See Section 5 Credited service.

It is understood that the parties will continue to be bound by any relevant OMERS Plan changes.

Employees are also encouraged to reference the information available on Board's web site ([www.hdsh.ca](http://www.hdsh.ca)) click on **Staff**, click on **Payroll and Benefits**, scroll down to and click on **OMERS**.



Canadian Union of Public Employees  
Syndicat canadien de la fonction publique

# GRIEVANCE FORM

# FORMULAIRE DE GRIEF

Case No \_\_\_\_\_  
Dossier N° \_\_\_\_\_

Local No \_\_\_\_\_  
Section locale \_\_\_\_\_

Employer \_\_\_\_\_  
Employeur \_\_\_\_\_

Employee \_\_\_\_\_  
Employé(e) \_\_\_\_\_

Department \_\_\_\_\_ Classification \_\_\_\_\_  
Département \_\_\_\_\_

Supervisor \_\_\_\_\_ Employee # \_\_\_\_\_  
Superviseur(e) \_\_\_\_\_ N° de l'employé(e) \_\_\_\_\_

TO \_\_\_\_\_

Seniority date \_\_\_\_\_  
Date d'ancienneté \_\_\_\_\_

Phone # (H) \_\_\_\_\_ (W) \_\_\_\_\_  
N° de téléphone (R) \_\_\_\_\_ (B) \_\_\_\_\_

Grievance Level 1  2  3  other   
Niveau de grief

Address / Adresse \_\_\_\_\_

I/We the undersigned claim that  
Je/Nous soussigné(e)s affirme(ons) que \_\_\_\_\_

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

Therefore I/we request that  
Donc je/nous demandons que \_\_\_\_\_

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

Signature of employee(s) and/or union officer  
Signature de l'employé(e) ou des employé(e)s et/ou d'un(e) dirigeant(e) syndical(e) \_\_\_\_\_

Grievor \_\_\_\_\_ Date \_\_\_\_\_  
Plaintif/plaintive \_\_\_\_\_

Union officer \_\_\_\_\_ Date \_\_\_\_\_  
Dirigeant(e) syndical(e) \_\_\_\_\_



# DISPOSITION OF GRIEVANCE – RÈGLEMENT DU GRIEF

Date of settlement \_\_\_\_\_ In favour of employee? \_\_\_\_\_  
*Date du règlement \_\_\_\_\_ En faveur de l'employé(e) ? \_\_\_\_\_ (Yes) (Oui) (No) (Non)*

Particulars of disposition of grievance (describe carefully and indicate at what step or stage of grievance procedure case was finally closed):

*Exposé du règlement du grief (décrire le règlement d'une façon précise et signaler à quelle étape de la procédure le grief a été réglé ou abandonné) :*

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Signature of supervisor or other representative of the employer      Signature du/de la superviseur(e) ou autre représentant(e) de l'employeur      Signature of shop steward or other union officer      Signature du/de la délégué(e) syndical(e) ou autre dirigeant(e) syndical(e)

Date \_\_\_\_\_

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