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**2008 - 2012**

**AGREEMENT**

**BETWEEN**

**BRUCE-GREY CATHOLIC DISTRICT SCHOOL BOARD**

**(hereinafter called the Board)**

**AND**

**CUSTODIANS EMPLOYED BY THE BOARD**

**(hereinafter called the employees)**

**ARTICLE 1 - STATEMENT OF PURPOSE**

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

**ARTICLE 2 - RECOGNITION**

- 2:01 a) The Board recognizes the Canadian Union of Public Employees and its Local #3447 as the sole exclusive collective bargaining agent for all of its employees engaged in maintenance and plant operations, save and except supervisor, persons above the rank of supervisor and office staff, subject to the Decision of the Ontario Labour Relations Board dated November 30, 1976.
- b) Students employed pursuant to a co-operative education/training programme in conjunction with a school, college or university; students employed on a casual basis and on special projects during vacation periods; and persons employed under an employment assistance programme are not covered by this agreement. No current member of the bargaining unit will suffer the loss of employment due to the employment of individuals as outlined in this clause, nor will any bargaining unit work be lost due to such placements.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- 3:01 a) The Union recognizes the right of the Board to hire, direct, classify, transfer, promote, demote, lay off, and the right to discipline, suspend, or discharge for just cause any employee subject to the right of the employee concerned to lodge a grievance in a manner and to the extent herein provided and subject to Article 9:06 regarding the discharge of probationary employees.
- b) The Union recognizes further, the right and duty of the Board to operate and manage its school system in accordance with its obligations and to make from time to time reasonable written rules and regulations to be observed by employees.
- c) The Board agrees that it will not exercise its functions in a manner inconsistent with the provisions of the Agreement.
- d) Prior to the establishment or modification of Board policy which will impact employees, the Board shall consult with the Bargaining Unit Executive.

**ARTICLE 4 - DEFINITIONS**

4:01 The following definition applies for the purposes of this collective agreement:

Boosters - an employee covered by the terms of this collective agreement who regularly work less than 24 hours per week and students employed during the school vacation period.

**ARTICLE 5 - NO DISCRIMINATION**

5:01 The parties agree that, in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or the Board.

**ARTICLE 6 - NO STRIKE OR LOCKOUT**

6:01 a) In view of the orderly procedure established by this agreement for the settling of disputes

and the handling of grievances, the Union agrees that during the lifetime of this agreement or any agreed upon extension thereof, there will be no strike, slowdown or stoppage of work either complete or partial, and the Board agrees that there will be no lockout.

b) Any employee who violates this clause (6:01 (a)) may be subject to discipline including discharge.

**ARTICLE 7 - UNION SECURITY**

7:01 As a condition of their continued employment, all employees referred to in Article 2:01 shall remain members in good standing of the Union in accordance with the Constitution and By-Laws of the Union. All new employees shall become and remain members in good standing in the Union at the expiration of the probationary period.

7:02 The Board agrees to deduct from every employee, dues in accordance with the Union Constitution and By-Laws. The total annual dues shall be deducted in equal instalments from each bi-weekly payroll, and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of each month following. An initial list of names of employees from whose wages the deductions have been made will be provided by the Board. Changes thereafter will be provided in accordance with Article 12:03.

The Union shall indemnify and save the Board harmless with respect to all union dues so deducted and remitted.

7:03 At the same time that Income Tax (T-4) slips are made available, the Board shall type on the amount of union dues paid by each Union member in the previous year.

7:04 The Union will not, nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Board without the authorization of the Manager of Human Resources or designate.

7:05 Union Conventions and Seminars

The Union may request that not more than two members of the bargaining unit at any one time be given leave without pay to attend a union convention or seminar. Such requests must be submitted in writing by the Recording Secretary of the Union at least one month in advance of the time off requested and are subject to approval by the Manager of Human Resources.

7:06 Membership in the Union

It is the mutual desire of the Board and the Union that all employees shall exercise their rights under this collective agreement, or the applicable statutes of Ontario, in a professional and responsible manner without any fear of discrimination or recrimination.

**ARTICLE 8 - UNION REPRESENTATION**

8:01 Union Executive

- a) The Board recognizes the right of the Union to elect an executive Board whose duties shall be to assist any employee which the union represents.
- b) The names of the members of the executive board from time to time selected shall be given to the Board in writing each September and the Board shall not be required to recognize any such executive until it has been so notified in writing.
- c) The Union agrees to supply the Board with names of the Committee members and will keep such list current at all times.

- d) The Union acknowledges that the respective committee members have regular duties as employees to perform and that such persons will not leave their regular duties without first obtaining the permission of the appropriate supervisor.
- 8:02 a) The Board recognizes the right of the Union to appoint or elect a Negotiating Committee composed of no more than three (3) employees of the Board and will recognize and deal with the said committee for the purpose of reaching an agreement.
- b) No employee shall suffer any loss of wages or seniority when meeting with the Board for the purpose of negotiations and grievances.
- c) The Board recognizes the right of the Union to have the assistance of a Representative of the Canadian Union of Public Employees when meeting or negotiating with the Board.

8:03 Union/Board Liaison Committee

- a) The Union/Board Liaison Committee shall continue to meet at the request of either party to the collective agreement, but not less than once per school term, in order to examine concerns and/or problems in the area of personnel relations and/or interpretation of the collective agreement which may arise and, to seek solutions to these concerns and/or problems. The deliberations of this committee shall not delete, modify or amend any clause in the collective agreement.
- b) Meetings of the Union/Board Liaison Committee shall be arranged between the President of the Union and the Manager of Human Resources or designate within 10 days of the request being made or such longer period as may be mutually agreed.
- c) The Union/Board Liaison Committee shall consist of up to three (3) representatives of the Union and up to three (3) members of Administration. Employees shall not suffer any loss of pay for time spent at such meetings.
- d) The Manager of Human Resources and Union President shall be designated as joint chairpersons and shall alternate in presiding over meetings. The minutes shall be distributed to those in attendance within ten (10) working days of the meeting and shall be reviewed and accepted at the next meeting .

8:04 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Manager of Human Resources or designate and the Secretary of the Union.

8:05 Materials Review Committee

- a) Committee Membership
- 2 Custodians, appointed by the local union executive
  - a representative of the Purchasing Department
  - the Supervisor of Maintenance
- b) The purpose of the committee is to assess and make recommendations on supplies and equipment being used and/or proposals for new products.
- c) Meetings, as required, to be arranged between the Union President and the Manager of Human Resources or designate.

**ARTICLE 9 - DISPUTE RESOLUTION PROCEDURE**

9:01 Definition of a Grievance

A grievance under this agreement shall be defined as any difference or dispute relating to the application, administration or alleged violation of this agreement.

9:02

Grievance Procedure

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Step 1 – An employee who feels he/she has been aggrieved shall, within ten (10) working days of the incident, discuss the matter with his/her supervisor with a view to achieving an acceptable resolution. The employee's supervisor shall, within five (5) working days after this discussion, advise the employee of his/her proposal for resolving the matter.

Step 2 – If the matter is not resolved at Step 1, and the employee concerned wishes to pursue the matter further, and the Grievance Committee of the Union considers the grievance to be justified, the employee concerned shall, within five (5) working days after the receipt of the response referred to in Step 1, submit a written statement of the grievance and redress sought to the Manager of Human Resources. The Manager of Human Resources or designate shall hold a meeting with the employee concerned and a member of the Grievance Committee of the Union within five (5) working days after receipt of the grievance and will render a decision in writing within a further **five (5)** working days.

Step 3 – Failing satisfactory settlement being reached under Step 2, the employee concerned together with a member of the Grievance Committee of the Union shall, within seven (7) working days after receipt of the Step 2 decision, submit the matter in writing to the Manager of Human Resources who shall arrange an in-camera meeting with members of Senior Administration within ten (10) working days after receipt of the grievance. The Manager of Human Resources shall convey the decision of Administration in writing to the Union within five (5) working days from the date of the meeting.

Step 4 – Failing satisfactory settlement being reached under Step 3, the Union may, within fifteen (15) working days after receipt of the decision in Step 3, refer the grievance to Arbitration and so inform the Board. If the grievance is not referred to Arbitration and the Board so informed within fifteen (15) working days after receipt of the decision in Step 3, the right to refer the matter to arbitration shall be forfeited.

Where a dispute involving a question of general application or interpretation occurs, it shall first be referred to the Union/Board Liaison Committee. Where the deliberations of the Liaison Committee do not result in a solution satisfactory to the Union or to the Board, a grievance may be initiated by either party at Step 3 of the Grievance Procedure. Grievances of this nature shall be signed by an Officer of the Union or of the Board as the case may be.

9:03

Mediation

Prior to any grievance proceeding to arbitration, the parties may mutually agree to grievance mediation. The parties shall share equally the fees and expenses, if any, of the mediator. Either party reserves the right to proceed to arbitration failing a satisfactory settlement.

9:04

a) Arbitration

Failing settlement of a grievance as provided in Article 9:02, either party may file for a

Board of Arbitration or a Single Arbitrator pursuant to the Ontario Labour Relations Act.

b) Each party shall pay costs as follows:

- i) The fees and expenses of the Arbitrator it appoints.
- ii) One-half of the fees and expenses of the Chairperson.
- iii) One-half of the fees and expenses of a Single Arbitrator.

9:05 Employees who are covered by this agreement shall be required to follow the procedures as laid down in Article 9 and any employee who appeals directly to any Trustee of the Board may be subject to discipline under Article 3:01.

- 9:06
- a) A probationary employee may be discharged without just cause. In the case of job performance deficiencies, a probationary employee will not be discharged without due process having been provided by first having been notified of the pending action, advised of the standard(s) to be met, and given an opportunity to meet the expectations.
  - b) A grievance may be submitted by or on behalf of a probationary employee concerning disciplinary action or discharge. It is agreed, however, that any grievance submitted by or on behalf of a probationary employee concerning discharge shall only address the issue of whether due process has been provided pursuant to paragraph (a) above.

9:07 The time limits specified in the Grievance Procedure may be extended by mutual written consent but lack of such consent shall not be grounds for a grievance.

#### **ARTICLE 10 - DISCHARGE OR SUSPENSION**

10:01 The Board shall not discharge or suspend any employee with seniority without just cause. The Board shall direct a letter to the employee concerned and the Union, stating its reasons for any discharge or suspension. Suspension or discharge by the Administration shall be subject to review by the Board. An employee who wishes to grieve such discharge or suspension shall do so by submitting a grievance to the Manager of Human Resources, as outlined in Step 3 of Article 9:02 of this Agreement, within ten (10) working days of the discharge or suspension.

10:02 Disciplinary letters and/or notices of suspension will be removed from an employee's personnel file thirty (30) months from the date of the incident provided:

- a) that the employee submits a written request that the letter and / or notice be removed; and
- b) that the employee has not been disciplined for any related misconduct during the thirty (30) months in question.

#### **ARTICLE 11 - SENIORITY**

- 11:01
- a) The seniority of employees shall be established after a probationary period of six (6) months and shall date from the time any such employee first entered the employment of the Board.
  - b) The probationary period specified above may be waived after three (3) months based upon the recommendation of the Supervisor of Maintenance as approved by the Superintendent of Business.
  - c) All employees during their probationary period, shall undergo a medical and provide a copy of the results to the Manager of Human Resources.

d) A seniority list shall be prepared annually and distributed to each school and to the Secretary of the Union no later than October 31<sup>st</sup>. Seniority as posted will be deemed to be final and binding and not subject to complaint unless such complaint is made in writing within thirty (30) days from the date of posting.

11:02 a) In the event of a reduction in staff, a lay-off shall be according to seniority. Employees on probation followed by those with the least seniority shall be laid off first. Recall of employees shall be in reverse order to lay-off.

b) No new employees shall be hired without first recalling employees who are on lay-off, providing the employees recalled are qualified and available to do the work.

11:03 Seniority rights shall cease for any of the following reasons:

- a) The employee terminates his employment with the Board.
- b) If the employee is discharged and not reinstated through the grievance procedure.
- c) If the employee fails to report for duty for two working days without notifying the Supervisor of Maintenance or furnishing satisfactory reasons for such failure.
- d) If an employee is on lay-off and twenty-four (24) months have elapsed from the day the lay-off commenced.
- e) If the employee fails to report to work within three (3) days of being notified of a recall from layoff.
- f) If the employee fails to return to work after an authorized leave of absence.

#### **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

12:01 Transfer Process

When a vacancy for a permanent position occurs or a new position is created inside the bargaining unit, the Board will staff the position in the following order:

- a) Permanent employees who have requested a lateral transfer to that location will be considered in seniority order. Requests for transfer will be accepted each April 1<sup>st</sup> for the following year.
- b) If no permanent employee has requested a lateral transfer to that location, then probationary employees who have requested a lateral transfer to that location will be considered in order of their date of hire.
- c) Transfer requests are valid for one year.
- d) If no bargaining unit member has requested a lateral transfer to that site, the Board will post the vacancy. Members of the bargaining unit who are interested in applying for a vacancy must do so, in writing, within five (5) working days of the notice having been posted.

12:02 Job Posting

Following the process outlined in 12.01, when a vacancy occurs, the Board will post a notice of the opening in each facility prior to advertising the position. Members of the bargaining unit who are interested in applying for a vacancy must do so, in writing, within five (5) working days of the notice having been posted.

12:03 The Union shall be notified, within seven working days following a regular board meeting, of all

appointments, hiring, lay-offs, transfers, recalls, terminations of employment and letters of discipline of all persons in the bargaining unit.

12:04 In filling any posted vacancy, the Employer will consider the knowledge, training, skill and ability of the individual to perform the normal required work and where these are relatively equal, seniority shall govern. If the job is not filled as a result of the posting, or if no suitable applications are received, the Employer reserves the right to hire externally.

12:05 If a Booster is the successful applicant for a job posting for a position in which they regularly work more than 24 hours per week, and he/she has at least 520 hours seniority with the Board, his/her appointment shall be subject to a trial period not exceeding three (3) months. If the Booster has less than 520 hours seniority with the Board, his/her appointment shall be subject to a trial period not exceeding six (6) months.

### ARTICLE 13 - HOURS OF WORK AND OVERTIME

The Board and the Union agree that Articles 13:01, 13:02, 13:03, 13:04 and 13:05 only apply to employees other than Boosters and that Articles 13:06, 13:07 and 13:08 only apply to Boosters.

13:01 The standard work week for all employees covered by this agreement, other than Boosters, shall be forty (40) hours.

#### 13:02 Hours of Work When School is Not in Session - Employees, other than Boosters

All employees covered by this agreement, other than Boosters, who are required to work when school is not in session, may opt to work one of the following hourly schedules:

- a) 7:00 a.m. to 3:30 p.m. with one-half hour unpaid lunch, Monday to Friday (Part-time employees, other than Boosters, to work this schedule).
- b) 7:00 a.m. to 4:15 p.m. with one-half hour unpaid lunch, Monday to Thursday  
7:00 a.m. to 12 noon Friday
- c) Summer hours may differ from above upon mutual agreement with the Board and all employees involved at the school.

#### 13:03 Hours of Work When School is in Session - Employees, other than Boosters

- a) Schools with one shift.
  - i) The Union recognizes that it is the function of the Board to schedule hours of work and it is the obligation of employees, other than Boosters, to work the hours scheduled, between the hours of 7:00 a.m. to 6:00 p.m. Monday to Friday inclusive.
  - ii) If mutually agreed by the Parties to the Collective Agreement, a schedule may be followed outside the hours indicated in Clause (i) above.
- b) Schools with more than one shift.
  - i) A schedule of shifts which is mutually agreeable to the Parties to the Collective Agreement shall be prepared by the Supervisor of Maintenance.
  - ii) The Board will pay a shift premium of 3% of the employee's hourly rate on any shift established in b) i) of which more than 50% of the hours are worked after 3 p.m.

13:04 All time worked in excess of 40 hours per week as directed by the Supervisor of Maintenance shall be paid at the rate of time and one-half. The employee may take time off, at the rate of time and one-half, in lieu of overtime pay provided that:

- a) such request is approved by the Supervisor of Maintenance in advance of the overtime hours being worked; and
- b) that the scheduling of the time off is approved by the Supervisor of Maintenance;
- c) time off is to be taken in either half day or full day segments.

13:05 An employee, other than a Booster, who is called back to work outside his regular working hours shall be paid a minimum of two (2) hours at the overtime rate. Call backs within one hour of the normal start time will be paid at straight time from the time of call until the start of the normal shift.

#### 13:06 Hours of Work - Boosters

- a) The standard work week for all Boosters covered by this agreement shall not exceed twenty-four (24) hours; the 24-hour maximum does not apply during school vacation periods (eg. Christmas, Midwinter break, summer).
- b) Boosters, who work a forty (40) hour week when school is not in session, shall work one of the following schedules, which must coincide with the schedule worked by the full-time custodian:
  - i) 7:00 a.m. to 3:30 p.m. with one-half hour unpaid lunch, Monday to Friday.
  - ii) 7:00 a.m. to 4:15 p.m. with one-half hour unpaid lunch, Monday to Thursday,  
7:00 a.m. to 12 noon Friday.

#### 13:07 Overtime During School Vacation Periods - Boosters

Boosters who are scheduled to work over forty (40) hours per week, and directed by the Supervisor of Maintenance to work overtime shall be paid at the rate of time and one-half.

- 13:08 a) The Board will survey each Booster to determine his/her intention to be included on an ongoing list of supply boosters who will be called to fill temporary assignments for employees on vacation, in leave of absence, or who are ill.
- b) The temporary assignments will be offered to Boosters as follows:
  - i) Short-Term Assignments  
To Boosters within a facility on a seniority basis
  - ii) Long-Term Assignments (for specific Board approved extended leaves)  
On a seniority basis:
    - firstly to Boosters within a facility,
    - secondly to Boosters outside the facility but within the bargaining unit.
- c) Whenever the temporary assignment replaces an employee who regularly works more than 24 hours per week the Booster shall be paid at the Class III Rate.
- d) If the Board, after using the procedure outlined above, is unable to find a Booster to replace the employee on vacation, leave of absence or who is ill, it reserves the right to place a casual employee in the position for a period not exceeding six (6) months. Casual employees shall not become permanent or probationary employees and shall only be covered by Article 2:01, Article 7 - Union Security, Article 13 - Hours of Work and Overtime, Articles 20:01, 20:02 and the applicable Schedule A Booster rate. It is understood and agreed that casual employees may file a grievance pursuant to Article 9 - Dispute Resolution Procedure but only with respect to issues arising directly from the Articles listed in this paragraph as being applicable to casual employees. In the event that any casual employee is hired by the Board at the conclusion of their casual employment, his/her seniority will not be credited for the purposes of the collective agreement. It is the intention of the parties to this collective agreement that no employee who has seniority will be laid off by reason of the Board hiring employees pursuant to this Article.

13:09 Employees shall be permitted one rest period of fifteen (15) minutes for each four (4) hour period worked and there will be two rest periods during each eight (8) hour shift of work.

use their sick leave credits for up to six weeks following the birth of their child. Further use of sick leave credits, during the pregnancy leave, related to the birth of the child will be based on supporting medical documentation.

**ARTICLE 14 - LEAVES OF ABSENCE**

14:01 Bereavement Leave

- a) An employee shall be entitled to five (5) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the immediate family. The immediate family shall be defined as spouse, child, parent, brother or sister.
- b) An employee shall be entitled to three (3) consecutive working days leave of absence with pay and no loss of sick leave for the purpose of arranging for and attending the funeral of a member of the extended family. The extended family shall be defined as mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.
- c) An employee may be granted up to one (1) day leave of absence with pay and no loss of sick leave for the purpose of attending the funeral of an aunt, uncle, niece or nephew.
- d) Additional time may be granted upon request at the discretion of the Director of Education or designate.

14:02 Voluntary Leave of Absence

Employees may apply for a Leave of Absence in Accordance with Board Policy.

14:03 Parenting Leaves

- a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act of Ontario and the Employment Insurance Act of Canada.
- b) Parental Leaves will be granted in accordance with the provisions of the Employment Standards Act of Ontario and the Employment Insurance Act of Canada.
- c) A paternal leave of up to two days will be granted without loss of wages or seniority on the day of, or day after the birth of a child, or on the day of the hospital release of the mother.
- d) The Board shall provide a supplementary employment insurance benefits plan (SEB) for employees on pregnancy leave.
  - i) The plan will pay 100% of the employee's normal weekly earnings during the mandatory two (2) week waiting period for employment insurance pregnancy benefits.
  - ii) The plan will pay 100% of the employee's normal weekly earnings minus the Employment Insurance Benefits, for four (4) weeks. The combined weekly level of EI benefits, SEB and other earnings will not exceed 100% of the employee's normal weekly earnings.
  - iii) In the event that there is no mandatory two week waiting period, the plan will pay 100% of the employee's normal weekly earnings minus the Employment Insurance Benefits, for six (6) weeks. The combined weekly level of EI benefits, SEB and other earnings will not exceed 100% of the employee's normal weekly earnings.
  - iv) To receive this supplement, the employee must supply the Board with adequate information from Service Canada reflecting their waiting period and weekly payment.
  - v) No sick leave deduction will be made as a result of payments made under this article. It is understood that an employee cannot access sick leave for the six-week period if they have received a top-up under this article as these payments under this provision are in lieu of entitlement and/or payment of sick pay.
  - vi) Employees not eligible to receive employment insurance benefits may choose to

14:04 Jury Duty

An employee shall be granted a leave of absence with pay if the employee is compelled to attend court for jury duty or as a witness under subpoena provided the employee remits to the Board any jury fees or witness fees received exclusive of travelling allowances and living expenses that the employee receives as a juror or witness.

14:05 Inclement Weather

- a) Employees absent when roads from their home to their place of work are impassable shall be allowed to make up the time lost as directed by the Supervisor of Maintenance, by mutual consent.

14:06 Personal Earned Leave Plan

It is the purpose of this plan to provide personal earned leave for reasons other than sick leave. The plan is intended to relate to the individual employee, give recognition for a record of good attendance, and allow for personal leave with pay.

- a) Annually, for the period September 1st to August 31st, the Board shall calculate the average rate of absenteeism per employee for the system.
- b) Each employee, other than a Booster, with a rate of absenteeism less than the average calculated in (a) above times 110% (i.e.  $3.83 \times 110\% = 4.21$ ) shall be awarded a credit of one (1) day in an earned leave bank as of September 1st in the year following the year of calculation. Boosters with a rate of absenteeism less than the average as specified above shall be awarded a credit of one (1) shift in an earned leave bank as of September 1 in the year following the year of calculation, one shift being defined as the average number of hours an individual worked per day during the period year. (i.e. The calculation for the period September 1, to August 31, of each school year will be credited on September 1, of the following school year.)
- c) The earned leave bank may accumulate up to a maximum of five (5) earned leave days, or shifts, as the case may be. Part-time employees, other than Boosters, shall be entitled to a pro-rated number of earned leave days. To qualify for the plan, an employee must have been employed by the Board for one full year prior to September 1st of each year.
- d)
  - i) Earned leave days or shifts, as the case may be, with pay may be used at the discretion of the employee. Requests for an earned leave must be made to the Supervisor of Maintenance.
  - ii) Where an employee wishes to use an earned leave day or shift, as the case may be, immediately prior to or following a statutory holiday or holiday period, prior written approval must be given by the Manager of Human Resources. These requests shall be limited to one (1) per school.
- e) A statement of earned leave days or shifts, as the case may be, will be issued to each employee by October 31st in each year.

14:07 Union Leave

Requests for leaves of absence for union members shall be sent to the Manager of Human Resources for approval.

During the leave of absence, the employee's salary and applicable benefits shall be maintained by the Board on the basis of what his/her normal regular hours of work would have been, provided the Union reimburses the Board in the amount of such salary and applicable benefits.

14:08 Emergency Leaves

Any member of the Unit may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the Manager of Human Resources shall be made in advance whenever possible.

An employee shall be granted a leave of absence without loss of pay but with deduction from sick leave credit, in crisis situations, which include, but are not limited to the hospitalization of family members, fire or violence within the home. Crisis shall be interpreted to mean a time of grave danger.

**ARTICLE 15 - PAID HOLIDAYS**

15:01 The Board will grant to all Employees without loss of pay the following holidays:

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

15:02 Employees covered under this Agreement, shall be entitled to one floating holiday in addition to the above mentioned holidays in 15:01. The floating holiday will be taken during Christmas break, March break, summer break with no replacement required at a time mutually agreeable to the employee and his/her supervisor. If an additional public holiday is proclaimed by either the Federal or Provincial Government, the floating holiday shall be eliminated on January 1<sup>st</sup> of the year the proclaimed holiday comes into effect.

15:03 Should any of the holidays in 15:01 fall on a Saturday or Sunday either the previous Friday or Monday will be declared a holiday in lieu by the Board.

15:04 In order to qualify for payment for the holidays under Article 15:01, an employee must work his/her last scheduled working day immediately preceding and immediately following the holiday unless the employee was absent due to:

- a) illness which commenced in the current pay period in which the holiday occurred;
- b) vacation granted by the Board.

15:05 An employee required to work on a paid holiday shall be paid for such work at the rate of time and one-half. This is in addition to salary to be paid for the holiday.

15:06 Boosters not required to work on the above holidays shall receive holiday pay equal to one normal day's pay, calculated according to the Employment Standards Act.

**ARTICLE 16 - VACATIONS**

The Board and the Union agree that Articles 16:01, 16:02, 16:03, 16:05 and 16:06 only apply to the employees other than Boosters, and that Article 16:07 only applies to the Boosters.

16:01 Employees, other than Boosters, with less than one (1) year of service as of July 1st shall receive one (1) day's vacation for each month of service to a maximum of ten (10) days.

16:02 Employees, other than Boosters, with more than one year seniority as of July 1st in any year shall be entitled to vacation with pay as follows:

<u>Vacation Period</u>	<u>Seniority</u>
2 weeks	after 1 year
3 weeks	after 3 years
4 weeks	after 10 years
5 weeks	after 19 years
6 weeks	after 25 years

Where an employee, other than a Booster, leaves the employ of the Board before June 30th of any year, he/she shall be paid a vacation pay (in lieu of vacation time) based on gross wages earned since July 1st of the current year, as follows:

<u>Seniority</u>	<u>Vacation Pay</u>
1 year	4%
3 years	6%
10 years	8%
19 years	10%
25 years	12%

Vacation for employees, other than Boosters, shall be taken in the year following the year in which it was earned and shall not be carried forward to the following year. An exception to this may be made when it is established the employee is taking vacation out of Canada. Such request must be submitted in writing and is subject to approval by the Manager of Human Resources.

16:03 Vacation Time

- a) All employees covered by this agreement, other than Boosters, covered by this agreement shall schedule the first two weeks of their vacation period subject to the following: between the period beginning the day after school closes in June and Labour Day, as arranged with and approved by the Supervisor of Maintenance.
- b) Employees, other than Boosters, eligible for three (3) or more weeks of vacation shall take the balance of their vacation time that exceeds two (2) weeks at any time mutually agreeable to the Board and the employee, as arranged with and approved by the Supervisor of Maintenance.
- c) Any exceptions to the above clauses must be mutually agreeable to the parties and be requested in writing to the Supervisor of Maintenance.

16:04 Vacation pay shall be subject to all normal deductions made from an employee's pay.

16:05 Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. The illness must be verified by a doctor's note.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

16:06 In the event of the death of an employee's immediate family as defined in 14:01 a) occurring while on scheduled vacation, bereavement leave provisions will prevail and the vacation will be rescheduled.

16:07 Part-time employees, other than Boosters, shall be paid vacation pay based on previous year's gross earnings as follows: -

service credit to	6,239 hours	- 4%
	6,240 to 20,799 hours	- 6%
	20,800 to 39,519 hours	- 8%
	39,520 hours to 51,999 hours	- 10%
	52,000 hours or more	- 12%

16:08 Boosters who work a twelve month year:

a) shall be paid vacation pay based on previous year's gross earnings as follows:

service credit to	6,239 hours	- 4%
	6,240 to 20,799 hours	- 6%
	20,800 to 41,599 hours	- 8%
	41,600 hours or more	- 10%

b) shall be granted unpaid vacation leave based on the number of calendar years of service:

<u>Vacation Period</u>	<u>Years of Service</u>
2 weeks	After 1 year
3 weeks	After 3 years
4 weeks	After 10 years
5 weeks	After 20 years

c) may schedule vacation time during the months of July and August, subject to approval of the Supervisor of Maintenance.

16:09 It is agreed that annual calculations of the cost of the agreement, for use during bargaining meetings between the Board and the Union, will reflect increases/decreases in vacation allowances.

#### ARTICLE 17 - SICK LEAVE/INCOME PROTECTION PLAN

The Board and the Union agree that Articles 17:01, 17:02, 17:03, 17:04 and 17:05 only apply to the employees, other than Boosters.

17:01 Sick Leave

a) Definition: i) Sick Leave with pay is defined as absence due to sickness or acute inflammatory condition of the teeth or gums as provided for in the Education Act, including absence to attend medical and/or dental specialists appointments which are not elective in nature for the treatment of a diagnosed illness.

ii) For specialists appointments, the employee, other than Boosters, shall submit a medical certificate stating the date and reason for the appointment.

b) Approved sick leave absences will be deducted from sick leave entitlement but in no case shall an employee, other than a Booster, suffer both the loss of pay and the loss of sick leave days for the same absence.

17:02 Accumulative Sick Leave Plan

a) Employees, other than Boosters, whose contract of employment commenced prior to January 1, 1983 were entitled to participate in the Accumulative Sick Leave Plan or the Income Protection Plan. The option must have been exercised prior to March 1, 1983.

b) Employees, other than Boosters, who have attained seniority shall be credited with up to two days sick leave per month to a maximum of 20 days per year. Part-time employees, other than Boosters, shall be entitled to a pro-rated number of sick days. 100% of the unused portion of sick leave in any year shall be accumulated up to 200 days.

c) Subject to the terms and conditions of the carrier of the L.T.D. plan, employees, other than Boosters, are eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. plan.

d) A statement of total unused sick leave days will be given to each employee, other than a Booster, with the last pay in October, outlining the accumulative sick leave built up in previous years.

17:03 Income Protection Plan

a) Employees, other than Boosters, whose contract of employment commenced after January 1, 1983 shall be entitled to participate in the Income Protection Plan but not the Accumulative Sick Leave Plan.

b) Each employee, other than a Booster, who has attained seniority shall be credited with up to two days sick leave per month to a maximum of 20 days per year. Part-time employees, other than Boosters, shall be entitled to a pro-rated number of sick days.

c) An employee, other than a Booster, who, after the 20 days outlined in 3(b) above, suffers from an illness certified by a physician, shall be entitled to 67% of gross salary for a further 180 days if they have been in the employ of the Board for three full calendar months.

d) Subject to the terms and conditions of the carrier of the L.T.D. Plan, an employee, other than a Booster, is eligible to receive benefits after the expiration of the qualifying period outlined in the L.T.D. Plan.

e) When an employee, other than a Booster, leaves the employ of the Board, a statement of total unused sick leave for each period of employment will be issued at the request of the employee.

17:04 To encourage appropriate use of sick leave, an employee, other than a Booster, may be required to obtain a certificate from a qualified medical practitioner certifying that the employee is/ was unable to carry out his/her duties due to a certified illness. The Union recognizes that the Board may request an alternative medical opinion from a physician of its choice, at its expense.

17:05 When an employee, other than a Booster, is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he shall retain his cumulative credit, if any, existing at the time of such leave or lay-off.

#### ARTICLE 18 - RETIREMENT AND PENSION PLAN

The Board and the Union agree that Articles 18:01, 18:02 and 18:03 only apply to employees, other than Boosters.

18:01 The Ontario Municipal Employees Retirement System (OMERS) will apply to all full time employees, other than Boosters, and eligible part-time employees, other than Boosters, who request enrolment excepting any person holding an Ontario Teaching Certificate who is a member of "The Teachers Pension Plan". The Board will match the employees contributions to OMERS as per the OMERS scale.

18:02 All eligible employees, other than Boosters, are required, as a condition of employment, to enrol in the OMERS plan.

**ARTICLE 19 - BENEFITS**

The Board and the Union agree that Articles 19:01, 19:02, 19:03, 19:04 and 19:05 only apply to employees, other than Boosters, and that Articles 19:06, 19:07, 19:08, 19:09, 19:10, 19:11, and 19:12 only apply to Boosters.

**Employees Other Than Boosters**

19:01 **Eligible Employees**

- a) i) The Board agrees to contribute on behalf of each eligible full-time employee, other than a Booster, the amount indicated in this Article, of the billed premium under the plans provided, subject to the terms and conditions of the carrier of each plan.
- ii) Part-time employees, other than Boosters, under contract to the Board, and covered by this collective agreement, shall be eligible for employee benefits under the terms of this Article. The Board agrees to contribute on behalf of each eligible part-time employee, other than a Booster, an amount based on the following formula:
 

Carrier's Billed Premium	x	Pro-Rated Time for the Employee	x	Proportion of the Board's Contribution in Clause 19:02.
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The employee is responsible for payment of the balance of the premium through Payroll deductions.
- b) The contributions of the Board to the premium of each plan provided shall be subject to the carrier's requirements, and to minimum enrolment requirements.
- c) Eligible employees, other than Boosters, may, while on a leave of absence, arrange to continue to be enrolled in the Employee Benefit Plans, provided that they agree to assume the cost of the premiums. Arrangements for continued participation and the method of payment may be made with the Manager of Human Resources. Participation and arrangements are subject to the terms and conditions of the carrier of each benefit plan.

19:02 **Employee Benefit Plans**

- a) Life Insurance
  - i) Group Life Insurance - 3 times the employee's, other than a Booster's, wages to a maximum of \$135,000 including Accidental Death and Dismemberment.
  - ii) Optional Life Insurance for an employee, other than a Booster, and/or spouse is available at the expense of the employee, up to \$200,000 for each.
- b) Extended Health and Drug Plan
- c) Dental Plan
 

Major Restorative and Dentures at 50% co-payment with a maximum of \$2,000 per person annually.

Orthodontics at 50% co-payment with a \$2,000 per person lifetime maximum.
- d) Long-term Disability

- i) Group Plan basic benefit based on 72 % of the employee's, other than a Booster's, wages to a maximum of \$2,700.
  - ii) Optional monthly benefit supplement is available, subject to the carrier's requirements, at the expense of the employee, other than a Booster.
  - iii) **Administration of L.T.D.**
    - a) Employees, other than Boosters, who have been granted an L.T.D. benefit under the terms and conditions of the carrier of the L.T.D. Plan, and who have not resigned from the employ of the Board, shall prepare and submit an application for a Leave of Absence upon receipt of notice from the carrier, that an L.T.D. benefit has been approved. Employees, other than Boosters, currently on L.T.D. benefit shall continue under the terms and conditions of the plan in effect 1990/12/31.
    - b) Where it has been determined:
      - i) After 2 years on L.T.D., that an employee, other than a Booster, is totally disabled and cannot return to their normal employment with the Board;

OR

    - ii) That the employee, other than a Booster, has taken up other employment and/or is eligible for other employment;

Then the individual will be considered to have ceased their employment with the Board and the Board will terminate their employment for health and medical reasons.
- e) The Board will pay 100% of the premiums for the term of this agreement for the following benefits: Group Life Insurance including Accidental Death and Dismemberment, Extended Health and Drug Plan, Dental Plan and the Long-term Disability Group Plan Basic Benefit. If an increase or decrease in rates occurs, the Board will continue to pay 100% of the premiums and the increase/decrease shall be calculated into the cost of the next agreement.
- f) **Wage Loss Replacement Plan**
  - i) The employees acknowledge the Board's Wage Loss Replacement Plan and its registration with Human Resources Development Canada, which results in a reduction in employment insurance premiums.
  - ii) The employees agree that the net savings arising from the reduction in premiums has been used to share equally in the funding of an Employee Assistance Programme and that this practice will continue.
  - iii) The employees agree that, effective January 1, 1998, after funding the above-noted programme and fees, any unused balance will be proportionately distributed as follows:
 

Board Share	=	7/12
Employee Share	=	5/12
  - iv) The parties agree to re-calculate the percentages to include Principals/Vice-Principals.
  - v) Each employee group will determine how their share is to be spent (e.g. charity, education or worthy cause).
  - vi) The Board will transfer each employee group's share of any unused balance on or

before February 28 of each year.

g) Payroll Savings Plan

The Board, in consultation with the Union Executive will make available payroll savings plans, on the provision that sufficient employees enrol in such plans to make them viable.

19:03 Mandatory Participation Clause

- a) All eligible employees, other than Boosters, are required to enrol in the Long Term Disability Plan as outlined in 19:02 (d) above.
- b) All eligible employees, other than Boosters, hired after August 31st, 1978 are required as a condition of employment to enrol in the Benefit Plans outlined in 19:02 above unless they provide evidence of coverage carried by a spouse.
- c) The Board will provide an annual Statement of Confirmation of Group Insurance Benefits to confirm the various benefit coverages for each employee, other than a Booster. Where the employee fails to notify the Manager of Human Resources of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

19:04 If the Board's contribution towards the premiums for any employee benefit is reduced as a result of any government legislation, the distribution of the resulting saving will be subject to negotiation by both parties.

19:05 Workplace Safety & Insurance Board

An employee, other than a Booster, who is injured in the course of his/her duty and is unable to perform his/her regular duties and is receiving an indemnity from the Workplace Safety & Insurance Board shall be entitled to receive:

- a) Commencing with the date of a compensable accident up until 20 days or equivalent have been used:
  - i) Such benefits as awarded by the Workplace Safety & Insurance Board (WSIB).
  - ii) A supplementary amount to increase his/her earnings after taxes, to an amount equal to net earnings received prior to the injury.
  - iii) The supplementary amount paid shall be divided by the "per diem earnings" of the employee to determine the equivalent number of days which shall be deducted from the balance of his/her 20 days.
  - iv) Employee benefits entitled to prior to injury.
- b) When the balance of credit days or equivalent up to 20 days have been used, the individual shall receive such benefits as awarded by the Workplace Safety & Insurance Board.

19:06 Booster Benefit Plans

- a) Life Insurance  
\$10,000 including Accidental Death and Dismemberment, with coverage required as a condition of employment
- b) Extended Health and Drug Plan - Dental Plan  
Every Booster not covered by their parent(s) or by their spouse, is required as a condition of employment to enrol in the Extended Health/Drug and Dental Plans.

c) Annual Confirmation of Benefits

The Board will provide an annual Statement of Confirmation of Group Insurance Benefits to confirm the various benefit coverages for each Booster. Where the Booster fails to notify the Manager of Human Resources of any discrepancies in coverage within 15 calendar days of the receipt of a statement, it shall be considered correct.

19:07 Board Contribution

- a) i) The Board agrees to contribute on behalf of each eligible Booster, a pro-rated amount of the premiums for Life Insurance, Extended Health/Drug and Dental Plans, based on the following formula:

Carrier's Billed Premium	x	ii) Pro-Rated Time for the Booster	
ii) <u>Example</u> - Annual scheduled hours = 780			
- Full-time equivalent hours = 2,080			
- Board Contribution = <u>780</u> = 37.5%			
2,080			

19:08 The Booster is responsible for payment of the balance of the premium through payroll deductions.

19:09 If an increase or decrease in premiums occurs, each party's share will continue to be calculated in accordance with the formula in Article 19:07.

19:10 If the Board's contribution towards the premiums for any Booster's benefit is reduced as a result of any government legislation, the distribution of the resulting saving will be subject to negotiation by both parties.

19:11 Participation by a Booster in the benefit plans shall be subject to the carrier's requirements.

19:12 Workplace Safety & Insurance Board

A Booster who is injured in the course of his/her duty and is unable to perform his/her regular duties and is receiving an indemnity from the Workplace Safety & Insurance Board shall be entitled to receive:

- a) Commencing with the date of a compensable accident up until twenty shifts\* or equivalent have been used:
  - i) Such benefits as awarded by the Workplace Safety & Insurance Board (WSIB).
  - ii) A supplementary amount to increase his/her earnings after taxes, to an amount equal to net earnings received prior to the injury.
  - iii) The supplementary amount paid shall be divided by the "per shift earnings" of the Booster to determine the equivalent number of shifts which shall be deducted from the balance of his/her twenty shifts.
  - iv) Booster benefits entitled to prior to injury.
- b) When the balance of credit shifts or equivalent up to 20 shifts have been used, the Booster shall receive such benefits as awarded by the Workplace Safety & Insurance Board.

\* Definition of Shift

One shift being the average number of hours an individual worked per day during the previous year.

**ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

- 20:01 a) The Board shall pay wages in accordance with Schedule "A" on a bi-weekly basis during the calendar year. A calendar of pay dates shall be provided to each employee.
- b) Classification as listed on Schedule A shall not be altered, deleted or amended except by mutual agreement in writing.
- 20:02 On each pay day, each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions, in a confidential manner.
- 20:03 The method of payment shall be by deposit to each employee's bank account, except when a holiday falls on a pay day, payment shall be made on the nearest previous working day.
- 20:04 Employees required to use their own vehicle on behalf of the Board's business as authorized by the Supervisor of Maintenance shall be paid a kilometric rate in accordance with Board Policy.
- 20:05 While on a Long Term Disability, employees, other than Boosters, shall accumulate seniority and shall be entitled to all rights and benefits (sick leave excepted and subject to the terms of the various carriers) under the collective agreement.

**ARTICLE 21 - GENERAL APPLICATION**

- 21:01 The Union and the Board desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Board shall print sufficient copies of the Agreement within thirty (30) days of signing for distribution by the Board to the members of CUPE Local #3447. Each new employee will receive a copy of this Agreement at his or her time of employment.
- 21:02 Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.
- 21:03 In order to provide job security for the members of the bargaining unit, the employer agrees that no work or services performed by the employees shall be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, if such action will result in a reduction of hours or lay-off of employees covered by this agreement. This clause shall be effective for the duration of the current collective agreement.

**ARTICLE 22 - UNIFORMS/SAFETY FOOTWEAR**

- 22:01 The Board agrees to provide uniforms to each employee on an annual basis as follows:
  - a) Employees, other than Boosters, are eligible for 2 uniform trousers, 3 uniform shirts or pullover shirts and 1 tunic jacket per year, on evidence of need. Boosters are eligible for two uniform or pullover shirts and one pair of trousers per year, on evidence of need. Employees may substitute to a maximum of 5 items.
  - b) Replacement of uniforms will be granted as required but only after inspection of those articles needing to be replaced due to normal wear relating to the job.
  - c) Employees shall have the option to purchase additional uniform clothing at their expense.
  - d) Winter parkas will be provided at each school for use by the Head Custodians, Assistant Head Custodians, and full-time Custodians.
- 22:02 All employees shall be required to wear the uniforms provided by the Board during working hours as a condition of employment. Uniforms provided by the Board must be worn only during travel

to and from work and during working hours.

22:03 It shall be the responsibility of the employee to launder and mend uniforms.

22:04 **Safety Footwear**

Effective the first pay in September, the Board will provide \$100 per year to assist in the purchase of approved CSA safety footwear. Such approved safety footwear must be worn at all times.

22:05 **Snow Removal from Roofs**

Custodians will not be required to remove snow from the roof except in emergency situations where snow has accumulated around roof top units.

**ARTICLE 23 - TERM OF AGREEMENT**

23:01 This Agreement will be for a term commencing September 1, 2008 and ending on August 31, 2012, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than sixty days nor more than ninety days prior to the expiry date hereof of that party's intention to terminate this agreement or to negotiate revisions thereto.

SCHEDULE "A"

WAGES AND CLASSIFICATIONS

September 1, 2008

CLASSIFICATION	HOURLY RATES
	September 1, 2008
1. Custodian	\$18.87
2. Assistant Head Custodian - Secondary	\$19.43
3. Head Custodian - Elementary	\$19.98
4. Head Custodian - Secondary	\$20.73
5. Probationary Employee Other than a Booster	90% of the rate for the respective employee classification
6. Booster	
Class I - Under 18 Years of Age	
Probationary	\$8.64
Booster	\$9.09
Class II - Over 18 Years of Age	
Probationary	\$10.41
Booster	\$11.57
Class III - Custodian replacement	
- For replacements of employees regularly employed to work more than 24 hours per week	\$16.04
<p>Note: When a Class I Booster has reached twenty-four (24) months of service with the employer, the employee shall be reclassified as a Class II employee.</p>	

SCHEDULE "A"

WAGES AND CLASSIFICATIONS

September 1, 2009

CLASSIFICATION	HOURLY RATES
	September 1, 2009
1. Custodian	\$19.44
2. Assistant Head Custodian - Secondary	\$20.01
3. Head Custodian - Elementary	\$20.58
4. Head Custodian - Secondary	\$21.35
5. Probationary Employee Other than a Booster	90% of the rate for the respective employee classification
6. Booster	
Class I - Under 18 Years of Age	
Probationary	\$8.90
Booster	\$9.36
Class II - Over 18 Years of Age	
Probationary	\$14.00
Booster	\$15.55
Class III - Custodian replacement	
- For replacements of employees regularly employed to work more than 24 hours per week	\$16.52
<p>Note: When a Class I Booster has reached twenty-four (24) months of service with the employer, the employee shall be reclassified as a Class II employee.</p>	

SCHEDULE "A"

**WAGES AND CLASSIFICATIONS**

**September 1, 2010**

CLASSIFICATION	HOURLY RATES
	September 1, 2010
1. Custodian	\$20.02
2. Assistant Head Custodian - Secondary	\$20.61
3. Head Custodian - Elementary	\$21.20
4. Head Custodian - Secondary	\$21.99
5. Probationary Employee Other than a Booster	90% of the rate for the respective employee classification
6. Booster	
Class I - Under 18 Years of Age	
Probationary	\$9.17
Booster	\$9.64
Class II - Over 18 Years of Age	
Probationary	\$14.42
Booster	\$16.02
Class III - Custodian replacement	
- For replacements of employees regularly employed to work more than 24 hours per week	\$17.02
<p>Note: When a Class I Booster has reached twenty-four (24) months of service with the employer, the employee shall be reclassified as a Class II employee.</p>	

SCHEDULE "A"

**WAGES AND CLASSIFICATIONS**

**September 1, 2011**

CLASSIFICATION	HOURLY RATES
	September 1, 2011
1. Custodian	\$20.62
2. Assistant Head Custodian - Secondary	\$21.23
3. Head Custodian - Elementary	\$21.84
4. Head Custodian - Secondary	\$22.65
5. Probationary Employee Other than a Booster	90% of the rate for the respective employee classification
6. Booster	
Class I - Under 18 Years of Age	
Probationary	\$9.45
Booster	\$9.93
Class II - Over 18 Years of Age	
Probationary	\$14.85
Booster	\$16.50
Class III - Custodian replacement	
- For replacements of employees regularly employed to work more than 24 hours per week	\$17.53
<p>Note: When a Class I Booster has reached twenty-four (24) months of service with the employer, the employee shall be reclassified as a Class II employee.</p>	

**SCHEDULE "B"**

**PAY DATES**

<b>2008-2009 School Year</b>					
September	12,26	January	2,16,30	May	8,22
October	10,24	February	13,27	June	5,19
November	7,21	March	13,27	July	3,17,31
December	5,19	April	10,24	August	14,28
<b>2009-2010 School Year</b> * Please note: There will be 27 pay periods in 2010.					
September	11,25	January	1,15,29	May	7,21
October	9,23	February	12,26	June	4,18
November	6,20	March	12,26	July	2,16,30
December	4,18	April	9,23	August	13,27
<b>2010-2011 School Year</b>					
September	10,24	January	14,28	May	6,20
October	8,22	February	11,25	June	3,17
November	5,19	March	11,25	July	1,15,29
December	3,17,31	April	8,22	August	12,26
<b>2011-2012 School Year</b>					
December	9,23	January	13,27	May	4,18
October	7,21	February	10,24	June	1,15,29
November	4,18	March	9,23	July	13,27
December	2,16,30	April	6,20	August	10,24
<b>2012-2013 School Year</b>					
September	7,21				
October	5,19				
November	2,16,30				
December	14,28				

**APPENDIX "A"**

**OMERS CONTRIBUTORY EARNINGS**

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable. The parities will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular recurring earnings as follows:

- 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;
- 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;
- 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 portion);
- 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);
- Danger pay;
- 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;
- 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 unpurchaseable 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 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 license 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 services 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 member's pension will begin on the first day of the month following the revised retirement date.

**LETTER OF UNDERSTANDING**

The Bruce-Grey Catholic District School Board and the Canadian Union of Public Employees, Local 3447 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly-funded education.

This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.

#### **LETTER OF UNDERSTANDING - PROFESSIONAL DEVELOPMENT**

The Bruce-Grey Catholic District School Board and CUPE, Local 3447 have jointly agreed to a philosophy which encourages professional development for all members. An ad hoc professional development committee, with representation from management and CUPE 3447, shall be established. CUPE 3447 is recognized as an equal participant in the professional development committee.

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in 2008-09 and/or 2009-10. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

The projected one-time Professional Development funding allocation for the CUPE bargaining unit in accordance with the PDT is approximately \$7,720 subject to verification.

These monies are separate and apart from regular professional development activities held on an annual basis.

It is agreed that this professional development committee will meet within 30 days of ratification to review professional development issues and make recommendations for upcoming professional development opportunities for members during the 2008-09 and/or 2009-10 school years.

Mutually agreed upon items will be forwarded to the appropriate Superintendent with a recommendation for implementation.

#### **LETTER OF UNDERSTANDING - TRAINING AND DEVELOPMENT**

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

#### **LETTER OF UNDERSTANDING - SUPERVISION**

The parties agree that all school based staff have a responsibility to ensure that a safe school environment is maintained at all times.

In no instance will a custodian be assigned scheduled supervision of students.

#### **LETTER OF UNDERSTANDING - BENEFITS**

In accordance with the terms of the Provincial Discussion Table (PDT) agreement for the 2008-12 collective

agreement between the Bruce-Grey Catholic District School Board and CUPE Local #3447 agree that the additional annual enhancement of benefits effective September 1, 2010 will first be applied as follows:

- 100% employer paid premiums for Custodians
- Vision Care increase to \$350
- Drug card
- No deductibles
- Paid eye exams

As per the August 18, 2008 B:10 Memo, Appendix 13, the approximate dollar is \$5,110 in 2010, subject to verification.

#### **LETTER OF UNDERSTANDING - FUNDING ENHANCEMENTS (Custodial Staff)**

In the 2009-10, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- Offset staff reductions in Custodial Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Custodial Staff in 2009-10.

The approximate amount of this funding is \$62,800, subject to verification, as per Appendix 8 of the August 18, 2008 B:10 Memo.

#### **LETTER OF UNDERSTANDING - BASE LINE STAFFING**

Base line staffing numbers for all Provincial Discussion Table (PDT) staffing issues will be set at the May 27, 2008 levels. For information purposes only, the FTE (custodians) as of May 27, 2008 was 33.22, the FTE as at October 31, 2008 was 33.22. Further projections are not available.

#### **LETTER OF UNDERSTANDING - JOB DESCRIPTIONS**

The Board agrees to a cyclical review of job descriptions within the Bargaining Unit of Local #3447. Each job description shall be reviewed through the Liaison Committee on a three-year cycle or if there are substantial changes to the duties.

#### **LETTER OF UNDERSTANDING - FLOAT HOLIDAY**

It is understood that the CUPE Liaison Committee will meet to develop a list of possibilities for the use of the Float Holiday. The committee will consider possibilities that include the entire work year, including P.D. Days, to provide as much flexibility as possible.

#### **LETTER OF INTENT**

The parties agree to meet to discuss the concept of contracting in. These discussions shall occur during the term of the collective agreement through the established Liaison Committee.

IN WITNESS THEREOF the Board has signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_,

2008.

The Bruce-Grey Catholic District School Board

Per: \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

IN WITNESS THEREOF the Union has signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_,

2008.

The Canadian Union of Public Employees and its  
Local #3447

Per: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Union Representative