

COLLECTIVE AGREEMENT

BETWEEN:

THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD



NIAGARA CATHOLIC
DISTRICT SCHOOL BOARD

(Hereinafter called the "Board")

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL

1317



(Hereinafter called the "Union")

OF THE SECOND PART

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ARTICLE 1 **PURPOSE**

1.01 The Purpose of this Agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with procedures for dealing with grievances and complaints. This agreement will also be gender neutral with masculine pronouns being understood to include the feminine gender.

ARTICLE 2 **RECOGNITION**

2.01 The Board recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Niagara Catholic District School Board, save and except supervisors, persons above the rank of supervisors, Psychologists, Speech Language Pathologists, Social Workers, Attendance Counsellors, Special Needs Facilitators, Co-ordinator of Computer Training, Chaplains, staff in the Director’s Office, staff in the Human Resources Department, Administrative Assistants to Supervisory and Program Officers, students employed in co-operative education programmes and students employed during the school vacation periods.

- 2.02 (a) **The word “Employee” shall be defined as all Regular Full-Time and all Regular Part-Time Employees for whom the Union is the bargaining agent as set out in Article 2.01.**
- (b) The word “Board” shall mean the Board of Trustees of the Niagara Catholic District School Board or its representatives.
- (c) A casual shall be a person who covers temporary positions caused by absences or peak periods or other conditions consistent with the provisions of this collective agreement. No casual shall be hired while any regular Employee is on short time or lay-off. Short time shall mean anything less than the Employee’s regularly scheduled hours.
- (d) **A Probationary Person is the successful candidate to a C.U.P.E. Posting for a Regular Full-Time or Regular Part-Time position.**

ARTICLE 3 **UNION SECURITY**

3.01 All new Employees shall, within thirty (30) days of employment, become members of the Union. No Employee shall lose his/her job by reason that he/she ceases to be a member of the Union.

3.02 The Board agrees to deduct such regular monthly Union dues and assessments as are levied upon all members of the Union in accordance with its constitution and by-laws, the proportionate amount from the regular pay of all present Employees and of all new Employees. **On behalf of Casual help, the Board agrees to deduct an amount equivalent to Union dues.**

3.03 **For Employees,** the amount of such regular monthly Union dues **or the equivalent to Union dues** shall be certified in writing to the Board by the Secretary-Treasurer of the Union at least one month prior to any required changes.

- 3.04 The total amount of the monthly deductions will be remitted regularly each month by the Board to the Secretary-Treasurer of the Union by the 15th of every month.
- 3.05 The Board will use its best endeavours to comply with the provisions of this Article, but is relieved by the Union of any and all responsibility and/or liability of deducting or failure to deduct Union dues, **or the equivalent to Union dues.**

ARTICLE 4 **MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it is the exclusive function of the Board to:
- (a) Establish and post rules for the promotion of safety, efficiency and discipline.
 - (b) Maintain order, discipline and efficiency.
 - (c) Hire, discharge, layoff, classify, direct, transfer, promote, demote and suspend or otherwise discipline Employees for just cause, and determine the qualifications of any Employee to perform work, and;
 - (d) Generally to manage the enterprises in which the Board is engaged and, without restricting the generality of the foregoing, to determine the work to be done, methods, schedules of production, kinds, location and output of machines and maintenance of same and tools to be used, processes and the control of materials and parts to be in the work.
- 4.02 The Board also has the right to make and alter from time to time rules and regulations to be observed by the Employee, provided that no change shall be made by the Board in such rules and regulations without prior notice to, and discussion with the Union.
- 4.03 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Board has exercised any of these rights in a manner inconsistent with any of the provision of this Agreement may be the subject of a Grievance.

ARTICLE 5 **NON-DISCRIMINATION**

- 5.01 Both the Board and Union agree that there shall be no discrimination or intimidation of any sort practiced by either representatives of the Management or representatives of this Union because of membership or non-membership in the Union.
- 5.02 There shall be no discrimination against any Employee on account of race, colour, creed, political affiliation, national origin, marital status or sex.

ARTICLE 6 **CORRESPONDENCE**

- 6.01 All communications between the parties shall be addressed to the:
- (a) Manager of Human Resources
 - (b) President, Chief Steward, Recording Secretary, and Secretary-Treasurer of Local 1317, of C.U.P.E. at his/her last known address, but no communications shall be deemed to be a nullity by reason of the fact that a communication was received by only one if the persons mentioned in clause a) or b).
 - (c) Union Office.

ARTICLE 7 **GRIEVANCE PROCEDURE**

Three classifications of grievances exist: Individual grievance which is lodged by one individual Employee; Policy/Group grievance which is lodged by the Union on behalf of a number of all the Employees; and a Board Grievance which is lodged by the Board against the Union.

7.01 A grievance committee consisting of not more than four (4) members, all of whom shall be regular Employees with the Board, shall be selected by the Employees of the Board, who are members of C.U.P.E., Local 1317 and the Board shall be kept informed by the Union of the personnel of this Committee.

7.02 Once a grievance has been submitted to the Union Grievance Committee, it shall be settled only through the Grievance Committee or with the consent and approval of that Committee.

7.03 No Employee shall be required or permitted to make any written or verbal agreement with the Board or its representatives which may conflict with the terms of this Collective Agreement.

7.04 Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

7.05 It is the mutual desire of the parties that a complaint of any Employee shall be adjusted as promptly as possible. It is understood that an Employee has no grievance until the matter has first been discussed with the immediate supervisor without satisfaction. Should any difference arise between the Employer and any Employee as a result of the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay in the following manner:

Step 1 An Employee and/or the Steward shall take up any such grievance in writing directly with his/her Supervisor within the seven (7) days of the event upon which the grievance is based.

Written grievances shall specify the date of the alleged violation, the facts, the section or sections claimed to be violated or relied upon, and the date of presentation of the grievance.

The Supervisor shall render his/her written response to the Employee and/or the Steward within two (2) working days with a copy to the Chief Steward.

Step 2 Said answer shall be final unless within three (3) working days after receipt thereof by the Employee and/or the Union Steward, the written grievance is submitted to the Manager of Human Resources.

The Chief Steward, accompanied if she/he wishes by the appropriate Steward, and/or President, shall be given an opportunity to discuss the grievance with the Manager of Human Resources, and/or relevant Administrative representatives if appropriate, within two (2) working days of the time of presentation of the grievance. The Manager of Human Resources will render a written decision within two (2) working days after the date of such meeting to the President with a copy to the Chief Steward.

Step 3 Said answer shall be final unless within five (5) working days after receipt thereof, the Union resubmits the written grievance to the Manager of Human Resources.

Within five (5) working days of such presentation, the Union Grievance Committee and the Grievor, if they so desire, shall meet with the Manager of Human Resources and the relevant Administrative representative (s).

Within three (3) working days of the conclusion of said meeting, the Manager of Human Resources shall give a written reply to the Union President.

Said answer shall be final unless within five (5) working days after receipt thereof by the Union President, the Union signifies its intent in writing to take the grievance to Step 4 of the Grievance Procedure.

Step 4 The Union may request, in writing, a representative of the National Union to participate in the negotiation of said grievance. Such meeting between four (4) Board representatives, if desired by the Management, but in no case less than two (2) Board representatives, the Union grievance committee, including the National Union representative present, shall be held within ten (10) working days of the time of the presentation of the grievance.

(a) Within three (3) working days after the conclusion of the said meeting, the Board's representative shall give a written answer to the Union.

(b) Said answer shall be final unless within ten (10) working days after the date of the final answer in Step 3 or Step 4 (a) whichever the case may be, either party signifies by written notice its intention to arbitrate the dispute.

Step 5 Arbitration – Should either party signify by written notice to the other party its intention to arbitrate the dispute, it shall name its arbitrator. Within ten (10) days after receiving such notice the other party shall designate its arbitrator in writing.

The two arbitrators so designated shall, if possible, within five (5) days, but, in all cases, within ten (10) days, select a third arbitrator who shall be chairperson. If the appointees have not agreed upon a third member of the Board within ten (10) days, they shall request the Minister of Labour of the Province of Ontario to nominate a Chairperson.

7.06 Each party shall pay the costs and expenses of its appointees and the costs and expenses of the chairperson shall be borne equally by the parties.

7.07 No such arbitration board shall have any jurisdiction to alter, change, or amend any of the provisions of this Agreement, or to make any decisions inconsistent with the provisions of this Agreement. The arbitration board shall not have authority to determine a question involving the general wage level.

7.08 The decision of a majority of such board of arbitration shall be final and binding on both parties. When there is no majority decision of the Board of Arbitration, the decision of the Chairperson shall become the decision of the Board of Arbitration.

7.09 No grievance or dispute may be submitted to the same arbitration board by the Union or the Board less than thirty (30) working days before the hearing is to be held. It is understood that one arbitration board will rule upon any arbitration cases, which are submitted up to thirty (30) working days prior to its hearing.

7.10 If a grievance is not submitted within the time provided, it shall be deemed null and void.

7.11 The Board will notify the Union and the Employee in all discipline or discharge cases as soon as possible, giving the name of the Employee concerned and the reason for the discipline or discharge.

7.12 Any Employee who has attained seniority, found to be unjustly discharged, or suspended, shall be reinstated to his/her former job and shall be compensated at his/her straight time hourly earnings for the time lost as a result of the incident, less pay for any penalty time decided upon, provided the Union files a written protest of such discharge or suspension with the Board within five (5) working days from the date of his/her discharge or suspension. If the grievance committee so desires, it may process the grievance immediately, starting at Step 3 of the Grievance Procedure.

7.13 In accordance with this understanding, the Board will compensate a Steward for his/her regularly scheduled work time spent in servicing grievances and attending meetings between the parties up to and including Step 4 of the Grievance Procedure.

ARTICLE 8 **LABOUR/MANAGEMENT RELATIONS**

8.01 Meetings between the Board and Union committee may be held once monthly. A statement outlining the matters for discussion will include a brief outline of the issue. This will be submitted by each party no less than seven (7) days prior to the time of the scheduled meeting except in cases of emergency which will be determined through agreement by the President and the Manager of Human Resources.

8.02 It is understood that the Union President and the Union Executive members have regular duties to perform on behalf of the Board. They will not absent themselves from their regular duties unreasonably in order to deal with the grievance or other Union business. They will not leave their regular duties without receiving permission from their Supervisor. Such permission to leave will not be unreasonably withheld.

ARTICLE 9 **STRIKE AND LOCKOUT**

9.01 The Union agrees that there shall be no strike, partial or complete, picketing, slowdown or stoppage of work, so long as this Agreement continues to operate.

9.02 The Board agrees there shall be no lockout as long as this Agreement continues to operate.

ARTICLE 10 **SENIORITY**

Probationary Employees

10.01 (a) During the first sixty (60) working days of employment, an Employee shall be classed as a probationary Employee and completion of this period, his/her name shall be placed on a seniority list as at the date of his/her hiring. Until an Employee is so placed on a seniority list, he/she shall be known as a probationary Employee who may not grieve regarding discharge providing that, at the request of the Union, such a discharge will be discussed at a meeting provided for in Article 8, Section 8.01.

Seniority Lists

10.02 (a) The Board shall prepare seniority lists at March 31, post copies on the bulletin boards, with extra copies at larger schools and deliver a copy to the Union. At any time during working hours up-to-date seniority information shall be available to the Union President on application to the **Manager of Human Resources**. After a two week review, if no discrepancies have been forwarded to the Human Resources Department, the seniority list will be deemed approved.

(b) Seniority may not be exercised by a Casual against an Employee. If a vacancy is not filled by an Employee, a Casual who applies for this vacancy will be considered, and shall receive reasons why s/he did not get the job, if requested.

- (c) As at ratification, a casual as defined in Article 2.02 (c) above shall not accumulate seniority for this purpose of this Agreement, however when two or more casuals have been considered for a regular full-time position or a regular part-time position, the casual's length of service based on actual hours worked during the previous twelve (12) months will be considered.
- (d) When an Employee is absent due to sickness or leave, the Board will endeavour to fill the temporary vacancy from within the school with the most senior person as a step up of one classification only. There will be only one movement in the school at any time.

Termination of Seniority

10.03 Seniority shall cease for any of the following reasons:

- (a) If the Employee quits (resigns) and does not withdraw his/her resignation within **five (5)** days.
- (b)
 - (i) After twenty-four (24) consecutive months of lay-off for less than 5 year's seniority.
 - (ii) After thirty-six (36) consecutive months of lay-off for five (5) years or more seniority
- (c) If the Employee is discharged and the discharge is not reversed through the Grievance Procedure.
- (d) If an Employee has been absent for five (5) consecutive working days without having notified directly the Supervisor unless a satisfactory reason is given. The Board has the right to send that Employee a registered letter to inform him or her that he or she has seven (7) calendar days to contact the Board or his or her absence will be deemed as a quit.
- (e) Failure of the Employee to notify the Board of his/her intention to return to work within seven (7) days after notice has been sent by registered mail by the Board to the laid-off Employee and failure of the Employee to return to work without reasonable excuse within seven (7) days after such notice has been sent by the Board. Notice to return to work shall be sent to the last address on the Board's records of the laid-off Employee. It shall be the Employee's responsibility to notify the Board of change of address.
- (f) If an Employee overstays a leave of absence granted by the Board in writing, and does not secure an extension of such leave, unless a satisfactory reason is given.
- (g) If an Employee is hired by another Employer under Article 12.01.**

Posting and Filling of Vacancies

10.04 (a) In filling vacancies, the following factors shall be considered:

- (i) Seniority
- (ii) Knowledge, efficiency and ability to do the work of the job.
- (iii) **Physical ability to perform the function of the position.**

And when factors (ii) and (iii) are relatively equal, factor (i) shall govern.

- (b) In filling vacancies the Board will only be obliged to post the initial vacancy and a maximum of five (5) vacancies that arise due to the filling of the initial vacancy. If the successful applicant on any of the postings declines the position and the job is awarded to the next senior qualified applicant, then this Employee's vacant position will be posted, until the maximum postings have been reached. Second and all subsequent postings as per Article 10.04 (b) shall be advertised within twenty (20) working days including the successful completion of the trial period outlined in Article 10.05 (f).

This posting procedure will not apply for Educational Assistants, Child and Youth Workers, or Communication Assistants, which will only have the original C.U.P.E. posting posted at the end of June of each school year, with commencement of placement for September of the next school year. In the spring of each school year, Educational Assistants, Child and Youth Workers and Communication Assistants will be invited to complete a "Request For Transfer Form" indicating an individuals desire to change work locations. Once an Educational Assistant, Child and Youth Worker or Communication Assistant has been placed in a position for the upcoming school year, s/he is not eligible to apply for any upcoming positions until the following school year.

- (c) For Educational Assistants, Child and Youth Workers and **Communications Assistants**, vacancies arising during the course of the academic year shall not be posted.

Such positions will be filled by the Board on a temporary basis by temporary Employees and for the purpose of this provision; Articles 10.04, 10.05 and 10.07 will not apply.

10.05

Employees shall work on jobs assigned to them by the Board from time to time provided that the right to apply to other positions shall be dealt with in the following manner:

- (a) Vacancies shall be posted in every school, maintenance workshop and administration offices (education centers) for a period of five (5) working days. If no suitable candidate applies, the job may be filled by the Board from among other Employees or by new hirings.
- (b) The posting shall show the classification vacant, the rate of pay, the hours of work, **location** and the requirements of the job.
- (c) An Employee when applying to a posted vacancy, shall send an application for a posted job to the Manager of Human Resources setting out in writing his/her qualifications for the job. Upon the filling of a posted job, the Board shall notify the Union in writing of the person filling the posted position. An Employee applying for a vacancy filled by a person with less seniority, may request and shall receive reasons why he/she did not get the job. Any such request shall be made to the Manager of Human Resources within three (3) working days of the filling of the vacancy, and the answer shall be given within two (2) working days of the making of the request.
- (d) If the Board intends to postpone the filling of the vacancy or not fill it, in which case the Board shall so notify the Union within ten (10) days of the end of the posting period.
- (e) The Board is free to fill a vacancy immediately if it sees fit and no grievance may be filed under this Section, 10.05 until the time for an answer under Section 10.05 (c).

- (f) An Employee who changes position through the job posting procedure shall be placed on trial for a period of fifteen (15) working days conditional on satisfactory service. Such trial posting shall become permanent after fifteen (15) working days. If the Employee wishes to return to his/her former position, he/she shall inform the Board within the fifteen (15) day trial period and he/she shall return to his/her former position without loss of seniority or wages. If this occurs, only those applications received for the original posting will be considered. No further posting will be made for the original position.
- (g) If an Employee so requests, a maximum of one (1) working day and above the fifteen (15) day trial period stated in Article 10.05 (f) will be used for orientation.**
- (h) An Employee must have at least six (6) months at his/her present location/classification in order to be able to apply for a position in the same classification unless the new posting is for more hours of work, in which case, the Employee would be allowed to apply.**

10.06 For Educational Assistants and Child and Youth Workers, vacancies arising during the course of the academic year shall not be posted.

Such positions will be filled by the Board on a temporary basis by temporary Employees and for the purpose of this provision, Articles 10.04, 10.05 and 10.07 will not apply.

At the conclusion of the current academic year, such vacancies shall be posted, and the regular posting procedures shall apply.

Determination of Seniority

10.07 (a) Day one seniority shall apply to all Employees.

Temporary Jobs

10.08 (a) Temporary jobs will be posted, when it is prescheduled to be five (5) months or greater in duration, but less than twenty-four (24) months and shall include two (2) additional vacancies resulting from the filling of the original vacancy.

Transfers

- 10.09 (a) An Employee under this Agreement who is a successful candidate to an external placement within this Board shall retain accumulated seniority for one (1) year within the bargaining unit. If the absence from the union is longer than (1) year, the Employee would lose his/her seniority.
- (b) Any vacancy related to the above external placement shall be posted within five (5) months of the external placement.
- (c) **An Employee who initiates a transfer may move from one position to another within the system at any time provided the positions are of equal hours, wages and classification, with the mutual agreement of the Employee involved, the Supervisor and the Manager of Human Resources.**
- (d) **The Employee may only be out of the bargaining unit for up to one (1) year. After one (1) year the Employee will loose all seniority and rights to return to the bargaining unit.**

Employees' Seniority – Sickness or Injury

10.10 An Employee shall be granted a leave of absence without pay following the expiration of sick leave credits. Said Employee will be entitled to accumulate seniority up to a maximum period of three (3) years, at which time all seniority will cease. In addition, one week's notice to return to work shall be required. The person on leave of absence must return to work by the expiration date of the leave and upon reinstatement, shall, consistent with his/her seniority, be placed on his/her previous or comparable work provided he/she is able to do the work.

ARTICLE 11 **LAY-OFF AND RECALL**

11.01 (a) In the event of a lay-off a regular Employee who has completed his/her probationary period shall be laid off in the reverse order of his/her seniority.

(b) An Employee who is about to be laid-off may choose to bump an Employee with lesser seniority provided that he/she is capable and qualified to perform the work, and the Employee shall be provided with two (2) weeks to become oriented with the new position provided he/she is able to perform the core responsibilities.

(c) **No lay-off procedure shall take place when a portable(s) is removed from a site, and the Cleaner with the least seniority at that site receives a reduction in hours to a maximum of one-half hour per day. It is understood if work time is allocated as a result of an additional portable to a site, the Cleaner with the most seniority will have his/her hours of work increased, not to exceed forty (40) hours per week.**

11.02 If, due to job abolishment or curtailment of staff, the Employee is transferred to a job for which he/she is qualified to perform and he/she refuses to accept such job, he/she will be considered a voluntary quit.

11.03 In the process of recalling after a lay-off the Employee having the greatest seniority shall have the first privilege of being recalled providing the laid-off Employee has the necessary qualifications to meet the requirements of the job.

11.04 If a laid-off Employee is recalled to a job for which he/she is qualified to perform and he/she refuses to accept such job, he/she will be considered a voluntary quit. This shall not apply if the position to which the Employee is being recalled is of a three (3) month or less than a three (3) month duration.

11.05 (a) A Probationary **Person** who is laid-off and is rehired within a twelve (12) month period, shall retain service for time worked and it shall be credited to his/her probationary period.

(b) The Board shall notify the Union of lay-off positions prior to notifying the affected Employees.

11.06 **An Employee who is laid off** with more than three (3) month's seniority shall be allowed to accumulate seniority for the lesser of the period of lay-off or three (3) months provided such seniority accumulation shall not exceed his/her actual service at time of layoff.

11.07 (a) All Employees who are to be permanently laid off shall receive ten (10) week's notice of lay-off or they shall receive payment of their regular wages in lieu of such notice. This shall not apply in cases where one (1) Employee chooses to bump another Employee or in cases where lay-offs will be for a three (3) month or less than three (3) month duration. Where such Employee is laid off due to another Employee with more seniority returning from a leave of absence.

(b) The Board shall not be required to issue notices of layoff or recall for summer lay-off. Such lay-offs or recalls are to be according to normal practices unless the Employee is notified otherwise by the Board.

ARTICLE 12 LEAVES OF ABSENCE

12.01 The Board may grant a leave of absence without pay to Employees for personal reasons on application in writing for up to one calendar year. The person on leave must return by the expiration date of the leave, and upon reinstatement shall, consistent with his/her seniority, be placed on his/her previous work provided he/she is able to do the work. Upon reinstatement he/she shall receive credit for seniority for the time he/she was on such approved leave of absence.

An Employee who is hired by another Employer while on such leave of absence will lose his/her seniority as per Article 10.03.

(i) An Employee will be allowed to apply for up to ten (10) unpaid days for emergency personal days, as per the Employment Standards Act.

Union Leaves

12.02 An Employee elected or appointed by the Union to attend conventions and conferences of the Union shall be granted a leave of absence provided the Board is given a minimum of two (2) week's written notice and the Board shall continue to pay the Employee's regular wages and benefits during such absence and the Union shall reimburse the Board for the cost of the same. No more than five (5) Employees, **excluding the President of C.U.P.E. Local 1317** may be absent at any one time and such leave without pay shall not total more than fifty (50) working days in one (1) year excluding traveling time.

An additional fifty (50) days of union leaves shall be taken in blocks of five (5) days each and shall not result in more than ten (10) additional applications to the Manager of Human Resources.

Upon request, the Union President shall be granted a leave of absence without pay for up to one (1) year in any calendar year.

12.03 The Union President, or his/her representative, shall be allowed up to four (4) hours with pay to attend the funeral of an Employee covered by this Agreement or a retiree on a Board pension provided the funeral occurs in the regularly scheduled working hours.

12.04 An Employee selected for full-time duty as an officer or representative of the Canadian Union of Public Employees, or Canadian Labour Congress, or Ontario Federation of Labour, will, upon written application to the Manager of Human Resources, be granted a leave of absence. This leave shall be for a period not to exceed one (1) year and will, under the above condition, be extended upon written application to the Manager of Human Resources. Any person covered by this provision must make written application for reinstatement within twenty (20) days after being released from such full-time duty.

Upon reinstatement, he/she shall, consistent with his/her seniority, be placed on his/her previous or comparable work provided he/she is able to do the work.

Bereavement Leave

12.05 (a) An Employee shall be entitled to a leave of absence **for five (5) working days**, without deduction of salary or sick leave credit to attend a funeral of a member of his/her "Immediate Family".

- (b) The "Immediate Family" shall include the blood relative or relative through legal adoption: Husband, Wife, Son, Daughter, Father, Mother, Guardian, Brother, Sister, Grandfather, Grandmother, and Grandchild, Step-Child and Step-Parent, **Brother-in-law, Sister-in-law, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law.**
- (c) If the distance to the funeral is 800 kilometers or more (one way) from the Employee's residence, one additional day of bereavement leave shall be granted.
- (d) Two days of bereavement leave for all other occasions may be allowed with the approval of the Manager of Human Resources.
- (e) Where the deceased is cremated or where for any reason the body cannot be interred within five (5) days of death, the leave shall not be more than three (3) working days. The Employee shall be granted an additional day to attend the interment of the deceased.

12.06 An Employee shall not be entitled to the benefits of Section 12.05 when he/she fails upon request to furnish the Board reasonable proof of the necessity for **bereavement** leave.

Jury Duty

12.07 An Employee called for Jury Duty or who is subpoenaed as a witness to appear in a legal proceeding to which he/she is not a party or one of the persons charged shall absent himself/herself from work only to such reasonable extent as will allow him/her to carry out his/her duties. Such an Employee will be paid the difference between his/her standard scheduled hours, times his/her pay rate and any fee, exclusive of traveling allowances and living expenses that he/she receives as a juror or as a witness receives for such Jury Duty or subpoenaed appearance.

Pregnancy/Parental/Adoption Leaves

- 12.08 (a) **As per Employment Standards Act.**
- (b) **An Employee shall be granted one (1) day leave per year for attending the birth of a child for whom the Employee has parenting responsibility. The leave shall be without loss of pay or sick leave credits.**
- (c) Such an Employee shall be entitled to an additional six (6) month's leave, or shorter period as she so chooses, so long as notification is given to the Board at least two (2) weeks prior to the expiration of the first period of leave.
- (d) If an Employee is eligible for pregnancy leave and wishes to continue her regular benefit coverage (if any) while on such leave, the Board will continue to pay its percentage of the Employee's regular benefit coverage (if any) for a maximum period of seventeen (17) weeks.
- (e) Notice of two (2) weeks must be provided by the Employee if she wishes to return early from a maternity leave.

Public Office

12.09 The Board shall grant an unpaid leave of absence to those Employees who request such leave in order to run or serve in a public office. Such Employees shall retain their seniority as of the commencement of the leave of absence, but shall not accumulate seniority during such leave.

Adoption Leave

12.10 The Board shall grant three (3) day's leave of absence without loss of salary or sick leave credits when it is necessary for the Employee to attend on the day his/her adopted child is picked up.

Training Course

12.11 The Board may grant a leave of absence without loss of salary or sick leave credits for the purpose of attending a training course approved for the Employee by the Employer.

12.12 The Board will pay one hundred percent (100%) of the cost of any course of study which in the opinion of the Board would better qualify the Employee to perform his/her present or future work as may be required by the Board. Board approval of such a course (s) must be attained before starting the course(s) and payment will be made upon successful completion of the course (s). Payment shall not exceed \$300 in a calendar year.

ARTICLE 13 **WAGE RATES**

The Board agrees to pay and the Union agrees to accept the following hourly rates of pay:

13.01	As at January 1, 2002	2.5%
	As at September 1, 2002	1.7%
	As at January 1, 2003	.75%
	As at September 1, 2003	1.8%
	As at January 1, 2004	.75%
	As at September 1, 2004	.525%
	As at January 1, 2005	.5%

(a) The Board agrees to pay and the Union agrees to accept the wage rate as set out in Schedules hereto attached and forming part of this Agreement.

(b) Wages will be paid bi-weekly on Thursdays.

(c) Included with his/her pay cheque, an Employee shall receive an itemized statement showing as separate items: regular hours of work, overtime hours, shift premiums, allowances, etc.

13.02 (a) An Employee temporarily transferred at the request of the Board while his/her regular work is available shall be paid his/her average straight time hourly earnings, or the rate of the job transferred to, whichever is the higher. The same shall apply when he/she is requested to perform experimental work.

(b) When an Employee is assigned to a temporary position paying a lower rate, his/her rate shall not be reduced. A temporary position shall be defined as a position that lasts for three (3) months or less for wage administration purposes only.

13.03 When work is not available on an Employee's regular job, and he/she is offered permanent work on another hourly rated job, he/she shall receive his/her hourly rate for that particular job to which he/she is transferred.

- 13.04 Lost time due directly to work stoppage, slowdowns or strikes within the school system shall not be paid for by the Board.
- 13.05 An Employee shall be paid his/her average straight time hourly earnings, for the time lost on his/her operation if called away from same at the Employer's request.

Shift Premium

- 13.06 (a) For regular full-time Employees, for hours worked on a regularly scheduled shift between three-thirty (3:30) p.m. and twelve (12:00) midnight, or eleven thirty (11:30) p.m. to eight (8:00) a.m., there shall be paid a premium rate of fifty (50) cents per hour.
- (b) A regular part-time Employee shall receive a premium of fifty (50) cents for each hour worked after seven-thirty (7:30) p.m. provided the scheduled working hours are those established by the Board. The change in an Employee's working hours at his/her own request will mean the forfeiture of this premium if his/her work shift ends after seven-thirty (7:30) p.m.
- (c) For regular full-time Employees, if the hours worked during one day extend over more than one (1) shift, the premium paid shall be that which is applicable to the shift during which the great number of hours are worked. Should the condition exist wherein such hours are equally divided between two (2) shifts, the higher premium will apply to all hours worked during that day.

Responsibility Allowance

- 13.07 Responsibility Allowance will be paid to each Head Caretaker and Building Operator in addition to regular wages for such tasks as: co-ordinating supplies, ensuring proper function of environmental control systems and assigning tasks to other custodial staff.

Responsibility Allowance will be administered on the following basis:

<u>Square Meters Per School</u>	<u>Rate Per Hour</u>
0 – 2000	.30
2001 – 4000	.40
4001 – 6000	.60
High Schools	.86

Building Operator responsibility allowance - .86/hour

ARTICLE 14 HOURS OF WORK

- 14.01 (a) For regular full-time Employees the standard hours of work shall be forty (40) hours per week, eight hours per day, Monday through Friday for all Caretaking (Category #1), and Maintenance staff and thirty-five (35) hours per week for all Caretaking staff (Category #2), Office and Clerical, Library Technicians, Educational Assistants and Child and Youth Workers.
- (b) For regular part-time Employees the standard hours of work shall be as scheduled, Monday through Friday.

- 14.02 The regular working schedule shall be as follows:

- (a) For regular full-time Employees:
Day Shift – Caretakers – Elementary (Category #1)

Starting time - Eight (8:00) a.m. an eight (8) hour shift spread over a maximum of a nine (9) hour period with one (1) hour unpaid lunch period.

Day Shift – Caretakers – Elementary (Category #2)

Starting time – Eight (8:00) a.m. – a seven (7) hour shift spread over a maximum of a nine (9) hour period with a two (2) hour unpaid lunch period.

Day Shift – Caretakers – Secondary (Category #1)

Starting time - Seven-thirty (7:30) a.m. – an eight (8) hour shift spread over a maximum of a nine (9) hour period with a one (1) hour unpaid lunch period.

Afternoon Shift – Caretakers (Category #1)

Three-thirty (3:30) p.m. – Twelve (12:00) midnight – an eight (8) hour shift spread over a maximum of an eight and a half (8 ½) hour period with a one-half (1/2) hour unpaid lunch period.

Night Shift Caretakers

Eleven-thirty (11:30) p.m. – Eight (8:00) a.m. – an eight (8) hour shift spread over a maximum of an eight and a half (8 ½) period with a one-half (1/2) hour unpaid lunch period.

Maintenance Personnel

Starting time Eight (8:00) a.m. – an eight (8) hour shift with a minimum of thirty (30) minutes unpaid lunch period.

For Caretakers (Category #1) Building Operator, Full Time Cleaners and Maintenance Personnel, the following applies:

Summer Hours Monday to Thursday – Seven-thirty (7:30) a.m. to four (4:00) p.m. – one-half (1/2) hour unpaid lunch;
Friday – Seven-thirty (7:30) a.m. to eleven thirty (11:30) a.m. (or one half shift)

For Caretakers (Category #2) the following applies:

Summer Hours Monday to Thursday – Seven-thirty (7:30) a.m. to three (3:00) p.m. – one-half (1/2) hour unpaid lunch;
Friday – Seven thirty (7:30) a.m. to eleven (11:00) a.m. (or one half shift)

For Catholic Education Centre Caretakers (Category #1) the following applies:

Summer Hours Monday to Thursday – From four (4:00) p.m. to twelve thirty (12:30) a.m. with one-half hour unpaid lunch; Friday Twelve (12:00) noon to four (4:00) p.m.

- (a) (i) **The Board will endeavour to provide two (2) fifteen (15) minute paid breaks for all Employees who work a minimum of six (6) hours per shift, and one fifteen (15) minute break for all Employees who work a minimum of four (4) hours per shift.**

(b) For regular full-time and part-time School Secretaries, the regular working schedule shall be in the time frame 8:00 a.m. to 4:00 p.m. taking into consideration the secretarial hours allocated to the school.

- 14.03 (a) For all Employees, the Board does not guarantee any hours of work, but before any change is made in the stopping and starting times, or new and different shifts are established, there will be prior notice to and discussion with the Union.
- (b) Where a regularly scheduled shift starts or ends on a Saturday or Sunday, no overtime payment, as described under Article 15.01 Overtime, shall be paid.

For Catholic Education Centre Office and Clerical Employees:

Regular 8:30 a.m. to 4:30 p.m. – 1 hour unpaid lunch
Summer 8:30 a.m. to 4:00 p.m. – 1 hour unpaid lunch, Friday 8:30 a.m. to 1:00 p.m.
March Break

Alternate working schedules may be arranged by the Superintendent of Human Resources in consultation with the Supervisor with the agreement of the Employee involved.

14.04 **Where an elementary school has been allocated flex hours, at the discretion of the Principal, in conjunction with the Human Resources Department, the on-site school secretary will be offered said hours. It is understood that no overtime will be paid as a result of flex time.**

ARTICLE 15 OVERTIME

- 15.01 (a) Caretakers, Cleaners, and Maintenance personnel, shall receive time and one-half (1 ½) for all hours worked in excess of forty (40) hours weekly; for all Office and Clerical, Educational Assistants, Child and Youth Workers, Media Clerk, Communication Assistants and Library Technicians, time and one-half (1 ½) for all hours worked in excess of thirty-five (35) weekly; and for all staff, time and one-half (1 ½) for all hours worked on a Saturday.
- (b) Double (2) time for all hours worked on Sunday.
- (c) The Union recognizes that it is the function of the Board to schedule hours of work and the Employee's obligation to work the hours scheduled, provided the hours scheduled do not violate the "Employment Standards Act of the Province of Ontario" and regulations thereunder.
- (d) For Catholic Education Centre Office and Clerical staff Employees, overtime must be approved by the Supervisor through the appropriate Superintendent.

15.02 Compensation for overtime shall not be paid twice (2) for the same hours of work. The applicable shift premium as defined in Section 13.06 shall be paid for hours worked, including overtime hours at straight time rates.

15.03 Employees who worked approved overtime may, with mutual agreement take time off at the equivalent overtime rate rather than receive premium pay.

15.04 (a) When an Employee, other than a maintenance Employee, is called back to work because of an emergency after leaving the Board premises, he/she shall be entitled to receive his/her time and one-half (1 ½) pay for hours worked, but in no case shall be paid less than three (3) hours pay at job hourly rate.

- (b) In the case of maintenance Employees, no overtime shall be paid because of being called back for an emergency after leaving the Board premises. The rates stipulated in Schedule "A" include all emergency call out. Scheduled overtime authorized by the Supervisor will be paid.

15.05 Work performed by an Employee in excess of the standard weekly hours will not be paid for at time and one-half (1 ½) rate when:

- (a) Such overtime is caused by a personal arrangement made between two (2) Employees, that is, where one (1) Employee works for another.
- (b) A change is made in an Employee's working hours at his/her own request.
- (c) The time is spent by the bargaining committee members in grievance meetings with the Board representatives during the members regular scheduled shift hours, however, such time will be considered part of the representatives regular shift hours in determining overtime hours on regular work.

15.06 **For all Employees, except Educational Assistants, overtime shall be divided as equally as is practicable among the Employees in the same classification assigned to the individual school/facility.**

When overtime from outside an individual school/facility is required, the Employee with the highest seniority, who is qualified, within the City/Town where the school/facility is located will be called to work.

If an Employee is not available and/or qualified within the City/Town where the school/facility is located, then the overtime will be offered to the next senior Employee to a limit of three (3) calls in order of seniority.

Employees who are interested in overtime shall self identify as being available for overtime by September 1st of the current school year.

15.07 Overtime is voluntary and not compulsory. Employees shall not be required to perform overtime work if there is another Employee employed in the municipality who is willing, capable, available and qualified to perform the available work.

ARTICLE 16 **VACATIONS**

- 16.01 (a) **All twelve (12) month Employees**, who have been continuously employed, will receive Vacation Entitlement as follows, effective the 1st of January:
- (b) **All ten (10) month Employees**, who have been continuously employed, will receive Vacation Pay Percentage (%) as follows, effective the 1st of January (**less Vacation Pay Percentage, equivalent to five regular days work for March Break**):

VACATION SCHEDULE

<u>Continuous Employment</u>	<u>Vacation Entitlement (12 month Employees, time in lieu)</u>	<u>Vacation Pay % (10 month Employees, per pay)</u>
Less than 1 year	One day a month, to a maximum of 10 days	
1 year but less than 3 years	2 weeks	4%
3 years but less than 9 years	3 weeks	6%
9 years but less than 17 years	4 weeks	8%
17 years but less than 27 years	5 weeks	10%
27 years and over	6 weeks	12%

“Total Earnings” shall be the gross earnings from the Board during the twelve (12) month period between January 1st and December 31st of the current year. The difference between vacation entitlement and vacation shall be paid by the third pay in the New Year. Vacation pay shall be the appropriate percentage of the total earnings or his/her regular week’s pay, whichever is the greater.

(c) **If an Employee leaves the employment of the Board during the calendar year, the current year’s Vacation Entitlement or Vacation Pay Percentage, will be pro-rated on the basis of equivalent time worked.**

16.02 All Employees shall receive their vacation pay on their normal bi-weekly cheque(s) prior to their vacation period if requested a minimum of three (3) weeks prior to the vacation period.

16.03 (a) i) Vacations for Caretakers and Cleaners shall be granted at such time as the Board finds most suitable considering both the wishes of the Employees and efficient operation of the Board or due to emergency conditions.

Vacation requests shall be submitted by April 30 of each year. If the Employee accepts another C.U.P.E. Posting after April 30, his/her vacation request is null and void and he/she must re-submit his/her request to the new on-site Supervisor, except when an Employee can illustrate pre-payment for his/her trip. A response will be sent to the Employee no later than thirty (30) calendar days.

ii) Maintenance personnel may take a maximum of **three (3) week’s** vacation during the summer months provided that no two maintenance personnel of the same trade will be off at the same time; **three week’s vacation is not to be taken consecutively.** Vacation shall not be granted at Spring Break, but may be taken throughout the year at times as the Board finds most suitable considering both the wishes of the Employee and the efficient operation of the Board or due to emergency conditions.

- (b) School Secretaries and Library Technicians with eighteen (18) or more years of seniority shall be allowed to take two (2) weeks **unpaid leave of absence** on the basis of seniority while school is in session. There shall be no more than five (5) of the above Employees in any given job classification off at any one time.
- (c) Catholic Education Centre Office and Clerical Employees may take their vacation at any time during the calendar year with the approval of their departmental Superintendents and providing it does not interfere with the operation of the Catholic Education Centre.

Vacation requests must be received by the Human Resources Department prior to April 30 of the current school year. A response will be sent to the Employee no later than thirty (30) calendar days.

- 16.04 **For all twelve month Employees**, up to fifty (50) percent of a vacation may be postponed to the following year to a maximum carry over of two (2) years provided written notification is given by the Employee to the **Human Resources Department, no later than April 30 of the current school year.**
- 16.05 For Caretakers, Cleaners, Maintenance personnel and regular part-time staff, at the option of the Board any Employee or Employees may be asked to work after the Employee has started his/her vacation and if the Employee or Employees choose to work during this vacation period they shall be entitled to time and one-half (1 ½) of their regular rate of pay for each day so worked plus a paid day off in lieu of the vacation day so worked.
- 16.06 The vacation pay to which a deceased Employee was entitled at the time of his/her death shall be paid to his/her estate.
- 16.07 If, during a period of vacation an Employee is hospitalized or a bereavement occurs in accordance with Article 12.05, there shall be no deduction from vacation credit for such absence. The Employee may choose that the period of vacation so displaced shall be added to the vacation or reinstated for use as per Article 16.03.

ARTICLE 17 PAID HOLIDAYS

- 17.01 (a) An Employee shall receive without working and regardless of the day on which the holiday is observed, his/her wage rate times the number of hours he/she is regularly scheduled to work less any other payment such as sick leave entitlement, etc.

Heritage Day – If declared a holiday by the School Board
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day

The Christmas shutdown shall be two complete weeks (a maximum of **eleven** working days, inclusive of all statutory holidays – Christmas Day, Boxing Day and New Years Day).

Provided that:

- (i) He/she has worked on his/her regularly scheduled shifts immediately preceding and succeeding the Paid Holidays unless written permission is obtained from the Supervisor and;
- (ii) Provided he/she has worked in the week in which the holiday is observed unless he/she is on authorized paid leave of absence.

17.02 An Employee who is scheduled to work on the day of observance of one of the Paid Holidays and who works on such Paid Holiday, shall receive in addition to the pay provided in paragraph 17.01, one and one-half (1 ½) times his/her wage rate for all hours worked on the paid holiday.

17.03 If a paid holiday is observed during the Employee's vacation, such Employee shall either be given another day's vacation with pay for wages in lieu thereof.

17.04 Should a paid holiday occur during an Employee's scheduled summer vacation period, the Employee may choose to take a day in lieu of the paid holiday at any time during the summer school shut-down period. Any Employee wishing to take a day in lieu must notify the Board at the time he/she requests his/her annual vacation.

ARTICLE 18 MISCELLANEOUS

18.01 BULLETIN BOARDS – The Board agrees to post notices and other Union business and affairs on bulletin boards. It is agreed, however, that such notices must be approved by the Manager of Human Resources, or his/her designated representative, and the Board will post the notices on the bulletin board provided for such purposes.

18.02 No Employee shall be recognized by the Board as a Stewart, or as a member of the Executive Board of the Union until the Manager of Human Resources has been notified, in writing, of his/her status and jurisdiction by the President, Vice-President, or Secretary of the Union. Each member of the Executive Board shall be regular Employees of the Board during their time of office.

18.03 Members of the Board Management shall not do the work which is normally assigned to direct workers, except for temporary periods in emergencies or in relieving Employees for personal time or in instructing Employees or in carrying out functions necessary to the fulfillment of their supervisory responsibilities, such as checking workmanship and quality and running equipment, to check on operating problems or maintenance needs. It is recognized that in the performance of experimental and development work on equipment, it is sometimes necessary for supervisory or technical personnel to perform operations for occasional short periods of time in order to "get the feel" of the operation. Direct work by supervisors and technical personnel shall be for the purpose stated above and shall not be for the purpose of displacing direct workers. No member of the bargaining unit shall be laid off or have hours of work reduced as a result of the use of volunteers.

18.04 The Board agreed to pay tuition fees for courses requested by the Employer, as set out in Board Policy.

18.05 An Educational Assistant who is assigned for one hundred percent (100%) of his/her working hours to one (1) or more special needs child(ren), and is required to spend all yard duty sessions and lunch hour in the direct supervision of that child, shall be designated as unassignable to general yard duty. Such designation shall be made by the Superintendent of Student Services.

18.06 The Board shall provide Maintenance Personnel with up to **one hundred (\$100)** dollars every two (2) years towards the purchase of safety boots.

18.07 **The Board will supply to all Maintenance personnel the following uniform:**

**One (1) pair of coveralls
Five (5) pairs of pants
Five (5) shirts**

Henceforth, on an annual basis, the Board will supply to all Maintenance personnel a maximum of five (5) additional shirts and three additional pairs of pants. It is understood that all Maintenance personnel are required to be in full seasonal uniform as determined by the immediate supervisor.

ARTICLE 19 GENERAL WELFARE PROGRAM

19.01 Coverage

(a) The Board agrees to pay 100% of the cost of the premiums for all participating Employees with 30 or more hours per week, who are eligible under the terms of the plan, subject to 19.01 b), for the Extended Medical, Dental, Group Life and Vision Care Plans.

i) An Employee who works ten (10) months of the year and resigns prior to the first day of the next school year, will not receive coverage (under the General Welfare Program outlined in Article 19) following July 1st of the current year.

(b) Employees other than those covered by 19.01 (a), are eligible to enrol in the benefits listed under section 19.00, but are solely responsible for Employee's share and a proportion of the Board's share of the premium cost, based on the percentage of time not employed. (Thirty-five hours per week shall constitute a full-time Employee for all job classes, except, for Educational Assistants, Library Technicians, Communication Assistants which shall be thirty hour per week and Caretakers, Cleaners and Maintenance Workers which shall be forty hours per week).

 Part-time Employees currently receiving full benefits who decline an increase in hours will revert to prorated benefits effective the first pay date following the declined offer.

(c) **Life Insurance and Accidental Death and Dismemberment (AD & D) shall be mandatory as a condition of employment, for all full time Employees, but participation in all other benefit plans will not be mandatory.**

An Employee will be eligible to participate in the Medical, Dental, AD&D and Life Insurance Benefit plans upon their initial hiring.

An Employee not enrolled in a benefit plan will be eligible to sign up for participation in a benefit plan only during the months of January and/or July for each year.

An Employee who is enrolled in a benefit plan who no longer wishes to participate in a benefit plan will only be allowed to withdraw their enrolment in a benefit plan, twice per year, during the months of January and/or July.

(d) There shall be mandatory co-ordination of benefits, following the standards of the Canadian Life and Health Insurance Association. Claims made under a spouse's plan may be followed by claims for the balance of any expenses not reimbursed by the spouse's plan.

- (e) The provider or agency supplying the coverage shall be at all times determined by the Board except in the case of LTD coverage, where the carrier or Agency shall be mutually agreed upon by the Union and the Board.
- (f) The Board shall distribute details of the group benefit plans to Employees at hire and following ratification of this agreement and the completion of the harmonization of the benefit packages.
- (g) **Where hours of work for an Employee change over the course of the work year, for a permanent position, premiums for the General Welfare Program, shall be prorated accordingly.**

Extended Medical Plan

- 19.02 (a) The Board agrees to make an extended medical plan available. The plan shall provide single and family options, with unlimited lifetime benefits.
- (b) Coverage for drugs shall be provided using a card system and shall include a \$2.00 co-payment per prescription. Generic drug substitution shall be required, unless specifically excluded by physician on a prescription. There shall be reimbursement of Over the Counter (OTC) drugs with the submission of a prescription and receipt, subject to the \$2.00 co-payment per prescription.

Dental Plan

- 19.03 (a) The Board agrees to pay premiums for a Dental Plan, equivalent to the former Blue Cross #9 Plan with a nine (9) month recall, with the covering agency selected by the Board.
- (b) The Plan shall include: Blue Cross Rider #2 or its equivalent (denture services) with 50-50 co-insurance with no maximum; Blue Cross Rider #3 or equivalent (orthodontic services) with 50-50 co-insurance and a \$2,500 lifetime maximum per insured person; and Blue Cross Rider #4 or equivalent (major restorative – bridges and crowns) with 50-50 co-insurance and a \$3,000 lifetime maximum per insured person.
- (c) The coverage to be as outlined in the current Dental Association Schedule of Fees.

Group Life Insurance

- 19.04 (a) The Board agrees to make Group Life insurance coverage available with accidental death and dismemberment clauses. Such insurance coverage shall be three (3) times salary to a maximum of \$150,000. No medical examination will be required.

Vision Care Plan

- 19.05 The plan shall provide a combined maximum of \$250.00 coverage each 24 months for joint prescriptions for the cost and/or repair of frames, lenses or contacts for each Employee and dependent. For each dependent 18 years or younger, the plan shall provide a combined maximum of \$250.00 coverage each 12 months for joint prescriptions for the cost and/or repair of frames, lenses or contacts.

Long Term Disability

- 19.06 Mandatory Long Term Disability (LTD) plan – 60% of the Employee's basic annual earnings (100% paid by the Employee) with a waiting period of one-hundred (100) days. This shall come into effect on March 23, 1999.

Benefits for Retirees

- 19.07 The Board shall make available to each Employee upon retirement from OMERS, an election to enrol in the benefit plans as outlined in Articles 19.02, 19.03 and 19.05. The retired Employee shall form a separate group in the plan and shall assume the full cost of the required premiums. These shall be payable at least monthly in advance or as otherwise agreed upon by the Board and the retired Employee.
- 19.08 If an Employee is approved for LTD (following ratification), the Board will contribute the cost of benefits under the General Welfare Plan for a maximum period of twelve (12) consecutive months, thereafter, if s/he wishes to continue benefits under the General Welfare Plan, s/he shall pay 100% of the cost of premiums, for a period of time not to exceed the duration specified in Article 10.10.

ARTICLE 20 **SICK LEAVE**

- 20.01 Regular Employees shall be entitled to sick leave on the following basis:
- (a) Two days per month for each month the Employee works twelve (12) days in the month.
 - i) Employees shall be entitled to utilize sick leave credits for personal illness only.
 - (b) A Medical Doctors note may be requested by administration at any time, certifying absence due to illness and that the Employee is fit to return to regular duty.
 - (c) The unused portion in a year shall be accumulated at January 1st of each year up to a maximum of 370 days for all regular Employees.
 - (d) Such days shall be reduced for absence due to illness or accidents.
 - (e) **Any discrepancies must be reported by the Employee in writing to the Manager of Human Resources within fifteen (15) calendar days of receipt. Thereafter the information will be deemed correct.**

Workers' Compensation

- 20.02 When a regular full-time Employee is injured or made ill as such injury or illness is covered by Workers' Compensation, the Employer shall continue to pay the Employee his/her normal rate of pay and benefits. The Employee shall give to the Employer all compensation received from Workers' Compensation.

Twenty-five percent (25%) of the daily wage representing one quarter (1/4) of the one (1) day is to be charged to the Employee's sick leave credits for each day that an Employee receives Workers' Compensation.

When no sick leave exists or should sick leave be exhausted, the Employee shall advise the Manager of Human Resources whether he/she wishes to continue to receive wages from the Board at the rate reduced to the amount of compensation awarded the Workers' Compensation Board or receive compensation directly from the Workers' Compensation Board.

Retirement Gratuity

Former Welland Employees:

- 20.03 (a) For regular full-time Office, Clerical, Library Technicians, Educational Assistants, Child and Youth Workers, Caretaking and Maintenance Employees of the former Welland Board, on termination only for age or disability due to illness or accident of Employee or in the event of the death of an Employee, an Employee with over one (1) year's service shall receive payment for 50% of his/her accumulated sick leave to a maximum of six (6) month's earnings, based on the actual yearly earnings at January 1, 1999.

Resignation Gratuity

- (b) On termination for reasons other than those defined in paragraph 20.03 (a) or discharge for cause, Caretaking, Maintenance and the following list of Employees: Joanne DiMattia, Kathy Evans, and Mary Zdelar, who have over five (5) year's service shall receive payment for 50% of his/her accumulated sick leave to a maximum of six (6) month's earnings, based on the actual yearly earnings at January 1, 1999.
- (c) Retirement/Resignation Gratuity shall only apply to Employees of the former Welland County Catholic School Board who were hired before September 1, 1998, and who were in receipt of a retirement gratuity through a C.U.P.E. 1317 Collective Agreement.

Former Lincoln Employees:

- (d) Retirement Gratuity shall only apply to Caretakers, Cleaners, Maintenance Workers, and School Secretaries of the former Lincoln County Catholic School Board who were hired before September 1, 1996, and who were in receipt of a retirement gratuity through a C.U.P.E. 911 collective agreement **and have ten (10) years of service with the Board or its predecessor Boards.**
- (e) Retirement Gratuity shall also apply to Administrative Clerks and Technicians of the former Lincoln County Catholic School Board who were hired before January 1, 1989 and who were in receipt of a retirement gratuity through a C.U.P.E. 911 Collective Agreement.
- (f) The retirement gratuity shall be a maximum of 50% of the salary of his/her accumulated sick leave to a maximum of six (6) months earnings, based on the actual yearly earnings at January 1, 1999.

IT IS UNDERSTOOD THAT THE ONTARIO MUNICIPAL ACT LIMITS A MAXIMUM PAYMENT OF SIX (6) MONTHS SALARY.

In consideration of the fact that the Board is herein improving benefits, the parties hereto agree that the Board shall be entitled to retain the full amount of any premium reduction under the Unemployment Insurance Act, ie. twelve-twelfths (12/12) of the premium reduction granted by the Unemployment Insurance Commission.

ARTICLE 21 **NOTICES**

- 21.01 Each Employee shall keep the Manager of Human Resources' Office informed of his/her current address and telephone number.

ARTICLE 22 **CONTRACTING OUT**

- 22.01 The Employer agrees that no regular Employee on staff who has completed his/her probationary period shall be laid off or have his/her employment terminated as the result of any work now being performed by the Employer, being sub-contracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or non-unit Employee.

ARTICLE 23 CONTINUING EDUCATION INSTRUCTORS

23.01 Upon ratification the rates of pay for Continuing Education Instructors inclusive of vacation pay and statutory holidays are as follows:

Literacy and Basic Skills Instructor

January 2002	\$28.51
September 2002	\$28.98
January 2003	\$29.20
September 2003	\$29.72
January 2004	\$29.95
September 2004	\$30.11
January 2005	\$30.26

Interest Course Instructor

January 2002	\$24.60
September 2002	\$25.02
January 2003	\$25.21
September 2003	\$25.66
January 2004	\$25.85
September 2004	\$25.99
January 2005	\$26.12

International Language Instructor

January 2002	\$21.73
September 2002	\$22.11
January 2003	\$22.26
September 2003	\$22.67
January 2004	\$22.83
September 2004	\$22.95
January 2005	\$23.07

International Language Instructor-in-Charge

January 2002	\$34.03
September 2002	\$34.61
January 2003	\$34.87
September 2003	\$35.50
January 2004	\$35.77
September 2004	\$35.96
January 2005	\$36.14

E.S.L. Instructor-in-Charge (Sept – June)

January 2002	\$2,050
September 2002	\$2,084.85
January 2003	\$2,100.48
September 2003	\$2,138.30
January 2004	\$2,154.34
September 2004	\$2,165.65
January 2005	\$2,176.47

E.S.L. Instructor-in-Charge (July – August)

January 2002	\$307.50
September 2002	\$312.73
January 2003	\$315.07
September 2003	\$320.74
January 2004	\$323.15
September 2004	\$324.85
January 2005	\$326.47

E.S.L. Instructor

January 2002	\$28.50
September 2002	\$28.98
January 2003	\$29.20
September 2003	\$29.72
January 2004	\$29.95
September 2004	\$30.11
January 2005	\$30.26

E.S.L. Instructor - Former Welland

January 2002	\$32.78
September 2002	\$33.33
January 2003	\$33.58
September 2003	\$34.19
January 2004	\$34.45
September 2004	\$34.62
January 2005	\$34.80

23.02

Bereavement Leave

E.S.L., **L.I.N.C. and L.B.S.** Instructors hired prior to September 1, 1998, and who are regularly scheduled to work twenty (20) hours a week or more, are eligible to access Bereavement Leave as per Article 12.05 and Article 19.00 General Welfare Program.

For ESL, **L.I.N.C. and L.B.S.** Instructors hired after September 1, 1998, are eligible to access bereavement leave as per Article 12.05 (d).

- i) **Continuing Education Instructors will be eligible for one (1), four-week leave of absence without pay during the months of July and August. All leaves shall be approved by the Manager of Human Resources in advance. All requests must be received by the Human Resources Department prior to April 30 of the current school year. All Employees will receive a response from the Human Resources Department within 30 days of the date that their request is submitted to the Human Resources Department.**

Sick Leave

23.03

E.S.L. Instructors hired prior to September 1, 1996 and who are regularly scheduled to work twenty (20) hours a week or more shall be entitled to sick leave (as defined on the basis of ten (10) days per school year (one day per month). Accumulated credits for this period shall be cancelled upon the completion of the school year.

- 23.04 Notwithstanding any other provision of this collective agreement including without limiting the generality thereof of the Recognition Article, the only other provisions of this Collective Agreement applicable to Continuing Education Instructors are as follows: Article 3 – Union Security, Article 7 – Grievance Procedure and Article 12.08 – Pregnancy/Parental/Adoption Leaves.
- 23.05 All Continuing Education Instructors shall have seniority for posting purposes only. **In addition to this, E.S.L., L.I.N.C. and L.B.S. Instructors shall have seniority for lay-off and recall. This seniority list will be posted in the Continuing Education workplace by March 31 of each school year.**

ARTICLE 24 DURATION OF AGREEMENT

24.01 **This Agreement will go into effect from the date of ratification. Wage rates will be effective January 1, 2002. This agreement shall continue year to year unless not more than ninety (90) days or less than sixty (60) days previous to August 31, 2005 or any subsequent year, either party gives written notice to the other that it desires revision, modification or termination following the notice.**

24.02 In the event of notice being given, negotiations with a view to arranging a new Agreement shall begin within fifteen (15) days.

In witness thereof, the parties hereto, by their duly authorized representatives, have executed this Agreement in Welland on this 22nd day of October, 2002.

The Niagara Catholic District School Board and Local 1317, the Canadian Union of Public Employees

For C.U.P.E.

For the Board

Letter of Understanding

BETWEEN

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL
1317

Re: Criminal Background Checks

The Board agrees to pay the costs associated with the Canadian Police Information Check (C.P.I.C.) provided that the Employee uses the Police service and process designated by the Board.

The Board will require a Criminal Background Check (C.B.C.) as per Regulation 521/01 and other amended legislation, which illustrates conviction only.

Signed in Welland, Ontario this _____ day of _____ 2002.

For C.U.P.E.

For the Board

Letter of Understanding

BETWEEN

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL
1317

Re: Inclement Weather

As a result of an official Board closure system wide during inclement weather, an Employee will be granted a leave of absence without loss of pay.

Signed in Welland, Ontario this _____ day of _____ 2002.

For C.U.P.E.

For the Board

Letter of Understanding

BETWEEN

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL

Re: casual rates of pay

Henceforth, the parties agree, to the following rates of pay for all casuals:

Library Technician	\$13.28/hr
Secretarial support	\$13.81/hr
Educational Assistants	\$15.30/hr
Cleaners	\$11.67/hr
Caretakers	\$14.74/hr

Note: For Administrative Support positions, the rates of pay will be the starting rates (Step 0) of these classifications as of April 1, 2001.

Signed in Welland, Ontario this _____ day of _____ 2002.

For C.U.P.E.

For the Board

Letter of Understanding

BETWEEN

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL

Re: Death Benefits

It is the policy of the Niagara Catholic District School Board that upon the death of an Employee, the amount eligible for retirement gratuity at the date of death will be paid to the deceased Employee's estate as a death benefit.

Provided that the Employee:

- has previously qualified for a retirement gratuity through his/her collective agreement or conditions of employment with the Board;
- has not previously retired from the Board, and returned to employment with the Board in either a similar or different capacity;
- has not already received a retirement gratuity from the Board.

The Director of Education shall develop Administrative Guidelines to ensure the implementation of this policy.

Signed in Welland, Ontario this _____ day of _____ 2002.

For C.U.P.E.

For the Board

Letter of Understanding

BETWEEN

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL
1317

Re: Sick Leave

The parties agree that over the life of this collective agreement a committee will be established to monitor/review sick leave levels and to determine methods to ensure the appropriate usage of this benefit.

Signed in Welland, Ontario this _____ day of _____ 2002.

For C.U.P.E.

For the Board