



SOURCE	<i>Contract</i>		
	87	01	01
	89	12	31
OF			
REGISTERED	<i>145</i>		
NOMBRE			
D'EMPLOYES	<i>44</i>		

COLLECTIVE AGREEMENT

— BETWEEN —

THE WINDSOR ROMAN CATHOLIC
SEPARATE SCHOOL BOARD

— AND —

SERVICE EMPLOYEES UNION
LOCAL 210

Affiliated with Service Employees
International Union AFL-CIO-CLC

CARETAKERS AND MAINTENANCE

Expiry Date: December 31, 1989

046 700 2



COLLECTIVE AGREEMENT

— BETWEEN —

**THE WINDSOR ROMAN CATHOLIC
SEPARATE SCHOOL BOARD**

— AND —

**SERVICE EMPLOYEES UNION
LOCAL 210**

**Affiliated with Service Employees
International Union AFL-CIO-CLC**

CARETAKERS AND MAINTENANCE

Expiry Date: December 31, 1989

FOREWORD

This Agreement, resulting from collective bargaining between The Windsor Roman Catholic Separate School Board and Service Employees Union, Local 210, affiliated with Service Employees' International Union, AFL-CIO-CLC, is for the purpose of producing the most favourable relationship between the employees and the employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all.

We strongly urge our members to consult with their Stewards or Union Representatives concerning any matter pertaining to the provisions of this Agreement.

SCHOLARSHIPS

In 1962 our International Union established a programme which offers ten (10) four (4) year scholarships of seven hundred and fifty dollars (\$750.00) a year to our members and children of members. In addition Local 210 has established a scholarship of \$500.00 per year up to four years in the name of ANTHONY BORG our former President. These awards are made each year. For further details contact the Union Office.

UNION OFFICE - 3935 Tecumseh Road East
TELEPHONE - 944-2217

THOMAS J. MITCHELL
PRESIDENT

INDEXPAGE NUMBER

ARTICLE 1	Purpose	1
ARTICLE 2	Recognition	1
ARTICLE 3	Union Membership and Check Off	2
ARTICLE 4	Probationary Employees	4
ARTICLE 5	Relationship	4
ARTICLE 6	Management Rights	5
ARTICLE 7	Negotiating Committee & Stewards	5
ARTICLE 8	Grievance Procedure	6
ARTICLE 9	Arbitration	7
ARTICLE 10	Discharge and Suspension Cases	8
ARTICLE 11	Seniority	8
ARTICLE 12	Leave of Absence	10
ARTICLE 13	Job Posting	12
ARTICLE 14	Compassionate Leave	13
ARTICLE 15	Holidays	14
ARTICLE 16	Vacations	15
ARTICLE 17	Strikes and Lockouts	18

ARTICLE 18	Sick Leave	18
ARTICLE 19	Health and Welfare	20
ARTICLE 20	Hours of work, Overtime & Working Conditions	23
ARTICLE 21	Uniforms	25
ARTICLE 22	Wages	26
ARTICLE 23	General	29
ARTICLE 24	Duration and Termination	29
	Letter of Understanding	31
	Letter of Intent	32
	Additional Letters of Intent	33
	Appendix "A"	34

**THIS AGREEMENT entered into at Windsor,
Ontario this 1st day of January, 1987**

BETWEEN:

**THE WINDSOR ROMAN CATHOLIC
SEPARATE SCHOOL BOARD
Hereinafter called the "BOARD"**

- and -

**SERVICE EMPLOYEES' UNION, LOCAL 210,
AFFILIATED WITH SERVICE EMPLOYEES'
INTERNATIONAL UNION, AFL-CIO-CLC
Hereinafter called the "UNION"**

WITNESSETH:

ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to

establish an orderly collective bargaining relationship between the Board and certain classifications of its employees represented by the Union in order to secure prompt and equitable disposition of grievances and to maintain satisfactory hours, wages and working conditions for all employees covered by this Agreement. The Union agrees that it will not interfere with normal operation of the schools for which the Board is responsible.

ARTICLE 2 - RECOGNITION

2.01 The Board recognizes that the Union shall be the sole bargaining agent for all employees of The Board, save and except foremen, persons above the rank of foremen. office staff, professional teaching staff and persons covered under other existing Collective Agreements.

2.02 It is agreed that the Business Manager of the Union, or his nominee, may enter any of the schools under the jurisdiction of the Board at reasonable times on Union Business provided that such entry shall not disrupt the normal routine of members of the Union.

2.03 It is further agreed that there shall be no solicitation of members, collection of dues or other Union activities on the school premises under control of the Board during working hours, except as permitted by this Agreement.

2.04 It is agreed that from time to time it is necessary to employ skilled tradesmen to maintain and repair school premises and nothing contained in this Agreement shall be interpreted to prevent the Board from continuing this practice, but in no event shall the employment of such tradesmen or

other person or persons result in the reduction or elimination to a regular employee of the standard work week or work day.

2.05 The Board undertakes that it will not enter into any other agreement or contract with employees within the bargaining unit either individually or collectively.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK-OFF

3.01 The Board shall deduct from each employee within the bargaining unit, the initiation fee, and from the first pay of each month the monthly dues as are levied by the Union in accordance with its constitution and by-laws. It shall be a condition of remaining in the employment of the Board that each such employee authorizes deductions on a form as follows:

SERVICE EMPLOYEES' - LOCAL 210

CHECK-OFF CARD

NAME DATE

I hereby authorize the Windsor Roman Catholic Separate School Board to deduct from my first pay the Union Initiation Fee _____ and from the pay due me in each successive month, for the duration of and as a condition of my employment, the amount of the monthly dues as certified by the Service Employees' Union, Local 210, AFL-CIO-CLC, and to pay the amount deducted to a designated official of the said Union. I further authorize the Board to deduct an additional amount of one dollar (\$1.00) as welfare assessment from my first pay in the month of September each year.

3.02 The amount of such dues shall be certified to the Board by the Business

Manager or the Financial Secretary of the Union.

3.03 · It is mutually agreed that all present employees of the Board and all future employees of the Board coming within the scope of this Collective Agreement and upon completion of their probationary period shall, as a condition of their employment or continued employment, become members of the Union. Such membership shall be maintained in good standing.

3.04 The dues, initiation fees and other levies deducted from all employees within the bargaining unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Board to the Union not later than the 20th day of each month.

3.05 During the term of this Agreement,

the Board agrees to furnish the Union with a written list of probationary employees, not later than sixty (60) calendar days from the date of hiring.

3.06 Notwithstanding the provisions of Article 3.01, the Union shall have the right to have the dues deducted on a weekly basis, if necessary. and the Board shall comply with such request after having received official notice and allowing sufficient time for computer adjustments.

3.07 The Board agrees that the annual amount of dues paid during the year shall be shown on the employee's T4 slip.

ARTICLE 4 - PROBATIONARY EMPLOYEES

4.01 A probationary employee shall not attain seniority until he has been so employed by the Board for an aggregate

probationary period of sixty (60) working days during any twelve (12) consecutive month period after which time he shall acquire the seniority status and all the benefits and obligations of a permanent employee under this Agreement. The seniority and vacation entitlement only of any probationary employee shall date sixty (60) working days prior to the date on which he acquires seniority status. Vacation entitlement for probationary employees shall be in the extent as herein provided under Article 16 of this agreement. In the event a probationary employee ceases to be employed by the Board such entitlement shall be in accordance with The Employment Standards Act.

4.02 It is mutually agreed that probationary employees shall not work in excess of the hours provided herein for permanent employees.

4.03 The wage rate for probationary employees shall be twenty cents (\$.20) an hour less than permanent employee rates.

4.04 Except for the provisions in Article 4, probationary employees are excluded from the bargaining unit.

ARTICLE 5 - RELATIONSHIP

5.01 the Board agrees that there will be no discrimination, interference, restraint, intimidation or coercion, by its members or representatives, exercised or practised upon any employee because of membership in the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union recognizes the right of the Board to hire, direct and classify, promote, demote, transfer or suspend or

otherwise discipline or discharge any employee for just cause, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

6.02 The Union further recognizes the undisputed right of the Board to operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Union Committee will be notified of such rules and regulations prior to their implementation.

ARTICLE 7 - NEGOTIATING COMMITTEE AND STEWARDS

7.01 The Board acknowledges the right of

the Union to appoint or otherwise select one (1) Chief Steward and up to four (4) Stewards to assist employees in presenting their grievances or complaints to the Board or its representatives.

7.02 The Board agrees that the Union may appoint or otherwise select a Negotiating Committee composed of a Chief Steward and up to four (4) Stewards referred to in Article 7.01 above. Such employees will be compensated for any time lost during negotiations. Such committee shall also include Union representatives.

7.03 The Management shall grant reasonable time to the Chief Steward or Stewards, for adjustment of grievances or complaints without loss of pay. The Chief Steward or Stewards shall notify the Principal of the school if applicable and the office of Supervisors when leaving his

job to adjust a grievance or complaint and upon his return to work.

7.04 Subject to the approval of the Manager of Plants, any steward who attends a Union approved function other than negotiations or grievances shall not suffer any loss of pay while attending the function unless such employee is replaced.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is mutually agreed that grievances and complaints of employees shall be adjusted as quickly as possible. Any employee having a complaint shall first advise his Supervisor that he wishes to see a Steward. He then may refer the matter to his Steward who will discuss such matters with Management Personnel. If a satisfactory settlement is not reached within two (2) working days then the

complaint may be referred to the subsequent steps of the grievance procedure.

The procedure adjustment of grievances shall be as follows:

STEP 1 Any employee or employees having a grievance shall sign a written grievance and present the said grievance to a steward who shall present the said grievance to the Personnel Manager within five (5) working days after such grievance has arisen. The Personnel Manager shall within five (5) working days of receipt of such grievance deliver his written decision to the Union and a copy thereof to the Chief Steward.

STEP 2 If a satisfactory settlement of the grievance is not reached, the Property Management Committee of the Board will be notified in writing with a copy thereof to the Personnel Manager within five (5) working days and such Committee will deliver

its decision to the Union within five (5) working days following receipt of such notice. A copy of such decision shall also be delivered to the Chief Steward.

STEP 3 If a satisfactory settlement of the grievance is not reached under Step 2, the Union may within five (5) working days of receipt of the decision request that the grievance be submitted to arbitration as hereafter provided, and shall notify the Board of same and a copy to the appropriate administrative official.

8.02 Probationary employees shall not have access to the grievance procedure.

8.03 The Board acknowledges the right of the Union to present any grievance the alleged circumstances of which are originated through the interpretation, application *or* administration of this

Agreement including any question as to whether a matter is arbitrable. Such grievances shall start with Step ■ of the grievance procedure and the parties shall meet to discuss such grievance within five (5) working days.

ARTICLE 9 - ARBITRATION

9.01 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement. either of the parties, after exhausting the grievance procedure, may notify the other party, in writing, of its desire to submit the difference or allegation to arbitration in accordance with the arbitration provisions of the Labour Relations Act, R.S.O. 1970, and amendments thereto.

9.02 The Board of Arbitration shall not

be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or in any way amend this Agreement or any term thereof.

9.03 Each of the parties hereto shall pay its own arbitrator and both parties will bear the chairman's account in equal shares.

9.04 All such decisions of any Board of Arbitration made pursuant to this Agreement shall be final and binding upon the employee or employees concerned and upon the parties hereto.

9.05 During any step of the above arbitration or grievance procedure a full time representative of the Union and a representative selected by the Board may be present.

9.06 By mutual agreement of both parties, given in writing, any matter which is to be submitted to Arbitration may be decided by a single Arbitrator under the same rules and conditions as are applicable in this Article.

9.07 The Grievor who may be required to attend a grievance hearing shall be given the necessary time off to attend the hearing without loss of pay provided the grievance is sustained.

ARTICLE 10 - DISCHARGE AND SUSPENSION CASES

10.01 The Board shall not discharge or suspend any employee without just cause. The Board shall direct a letter to the employee concerned and a copy thereof to the Chief Steward stating its reasons for any discharge or suspension. Any claim of wrongful discharge or suspension may be

submitted to the grievance and arbitration procedure within ten (10) days from the date of discharge or suspension and dealt with as herein provided.

ARTICLE 11 - SENIORITY

11.01 Seniority rights shall be established after a probationary period of sixty (60) working days as described in Article 4 of this Agreement.

11.02 In the event of a reduction or lay-off in staff, the reduction and/or lay-off shall be according to seniority. In such instances, part-time shall be laid off first, probationary employees shall be laid off next and if more lay-offs are implemented, the last permanent employee on the seniority list shall be laid off first. In returning to work the last permanent employees laid off shall be recalled in

accordance with their seniority. Subject to the rights of the "Board" under Article 2.04, no permanent employee will be replaced by another employee outside the bargaining unit or other persons outside the bargaining unit to perform such employee's work while any employee in the bargaining unit is on lay off.

11.03 The Board agrees to supply an up-to-date seniority list to the Union every January of each year. The Union will verify the receipt and correctness of same in writing.

11.04 The seniority list shall contain the names of all employees within the bargaining unit and shall include date of hiring, classification and accumulated sick leave credit for each employee. The amount of accumulated sick leave credit will be supplied to each employee every January in

each year.

11.05 Seniority and employment with the Board shall cease for any of the following reasons :

(a) If the employee quits;

(b) If the employee is discharged and not reinstated through the grievance procedure:

(c) If the employee fails to return to work within five (5) consecutive working days after notification in writing by the Board to do so has been sent by registered mail to his address on record with the Board. It is understood and agreed by and between the parties hereto that it is the responsibility and obligation of all employees to keep the Board and the Union informed of their correct home address.

(d) If the employee is not called to

perform work for the Board for twelve (12) consecutive months, or the employee's length of seniority at the time of lay off, whichever is the greater, provided however that upon such employee's call back, no such employee shall accumulate more than twelve (12) months seniority during such period of absence.

(e) If the employee without valid reason fails to return to work on the first working day following the expiration of leave of absence.

11.06 (a) Inability to work because of illness shall not result in loss of seniority rights for a period of two (2) years.

(b) Inability to work because of an accident occurring while on duty and provided that such employee is receiving monetary benefits from the Workmen's

Compensation Board for such injury, shall not result in loss of seniority rights for a period of two (2) years or the length of such employee's seniority. which seniority shall be as of the commencement date of such injury, whichever is the greater.

11.07 It is agreed that a seniority list shall be maintained for each of the following job classifications:

- (a) Caretaker
- (b) Maintenance
- (c) Painter
- (d) Utility Caretaker
- (e) Warehouse Employee
- (f) Courier
- (g) Mason Helper/Utility

ARTICLE 12 ~ LEAVE OF ABSENCE

12.01 The appropriate Administrative

official may grant to any employee, leave of absence without pay up to ten (10) working days upon receiving a written request one (1) week prior to the intended commencement of such leave indicating the reason for such request.

Partial shift hours off may be granted without pay by the Supervisor upon receiving a request from the employee while on duty. Such request must be, in the opinion of the Supervisor, of an emergency nature and must not be for reasons that would normally be known to the employee prior to starting his shift.

For leaves of absence in excess of ten (10) days a written request must be made to the Board at least four (4) weeks in advance of the intended date of commencement of such leave and the Board will grant such leave to any employee for legitimate reasons for a period of up to sixty (60) days provided the work performance of the employee is

satisfactory to the Board. Such leave may be extended by mutual agreement and any person who is absent with such permission shall not be considered laid off, and his seniority shall continue to accumulate during his absence.

The requirement for written request as required above may be waived by the appropriate Administrative official on the Board, as the case may be, in the case of actual emergency.

12.02 A copy of the decision of all leaves of absence. approved or otherwise, shall be supplied by the Board to all committee members.

12.03 Union business shall be considered good cause for leave of absence and an employee elected, selected or appointed to attend Union Conventions, Seminars or Education Classes or other union business

shall be granted leave of absence. Such leave of absence shall not be longer than a one (1) week period and will not be requested on more than two (2) occasions for not more than two (2) men on each occasion in any one (1) calendar year and such request first must be submitted to the Board in writing. Seniority shall continue to accumulate during such absence. Such leave of absence shall be granted by the Board without pay.

12.04 During a leave of absence an employee shall not engage in gainful employment and if he does he will be dismissed immediately.

12.05 If an employee is absent from work on a leave of absence for a period greater than two (2) weeks he shall be required and obligated to reimburse the Board for 100% of the cost which it has paid to maintain his

benefits after such two (2) week period.
The Board shall, at its option, have the right to deduct such amounts from the first pay cheque of the employee on his return to work.

12.06 Jury Duty - An employee who is required to serve as juror or is required by subpoena to appear in court as a witness but not a party to the action, shall be granted leave of absence without loss of seniority for the period required by the court. Upon receipt of such notice to serve, the employee must immediately notify the Board. The employee shall pay to the Board the fees received for the time served and the Board will pay the employee's regular pay.

12.07 An employee convicted of an offense arising out of minor offense shall be considered on leave of absence and/or on vacation, at the employees option for the

period of his incarceration provided the same does not exceed sixty (60) calendar days.

ARTICLE 13 - JOB POSTING

13.01 In order to ensure that employees are given the opportunity of applying for transfer!; and promotions, the Board agrees to comply with the following procedures:

(a) When vacancies occur or new jobs of a permanent nature are created within the scope of this Collective Agreement, the Board shall mail notices for all such vacancies or new jobs to each employee and such employee shall confirm receipt of same within five (5) calendar days of such notice.

(b) (i) Employees shall have the right to bid on such vacancies or new jobs and they shall be filled from applications received on the basis of seniority, provided

qualifications. and ability to perform such work are satisfactory. If no applications are received from employees, the Board shall be free to advertise for such position.

(ii) Employees shall be eligible to successfully post into three (3) positions per calendar year.

(c) Employees transferred pursuant to paragraph 13:01 (b) shall have all seniority privileges transferred with each such employee and each such employee transferred to:

(i) The Educational Resource Centre shall be on a trial basis of not more than ninety (90) days.

(ii) Caretakers shall be on trial basis at the new school for not more than two weeks: and

(iii) any other position within the competence of this Agreement, shall be on a trial basis of not more than thirty (30) days.

(d) Temporary Vacancies - Temporary vacancies shall be posted if such vacancies go beyond six (6) weeks, provided that the original employee holding such position shall be entitled to his previous job upon return. All vacancies in connection with this posting are also temporary. The other employee working at the school will be allowed first opportunity to accept the vacancy for six (6) weeks plus two (2) weeks posting time, eight (8) weeks total from day such vacancy occurs.

(e) In the event that any employee reverts back to his previous job, he shall maintain all rights and privileges of his previous employment, and the next most senior applicant for the posted position shall automatically receive such position without reposting.

(f) The Board will hire a minimum of three (3) and a maximum of four (4) full time caretakers to be designated as

"Permanent Supply Caretakers". These caretakers will be used to replace caretakers and utility caretakers only. The first three (3) will come from the Part-time caretakers. Supply caretakers will fill future caretakers' vacancies in accordance with their seniority. Part-time caretakers will be allowed to apply for and will be considered for any future vacancies within the Supply Caretakers' classifications.

ARTICLE 14 - COMPASSIONATE LEAVE

14.01 Employees shall be entitled to the following compassionate leave of absence with pay:

(a) In the event of the death of spouse or child, five (5) working days will be granted. Three (3) working days will be granted for grandchild, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law,

if death occurs on the North American Continent. When the death of such relatives occurs outside the North American Continent the bereavement leave will extend for three (3) calendar days commencing from the date of receipt of the notification of the death. Such notification must be presented to the Board immediately upon receipt by the employee. Proof of death will be supplied to the board within thirty (30) days of the relative's death. Working days shall mean days scheduled to work and shall not include Saturdays, Sundays, Vacation, Holidays. Sick Leave or Leave of Absence.

Where an employee is a proven Executor of the will in Canada, one (1) additional day after the funeral will be granted.

(b) In the event of the death of grandmother, grandfather, uncle, aunt, niece, nephew, brother-in-law, sister-in-law. one (1) day to attend on the day of the funeral.

(c) In the event an employee is required as a pall bearer, one (1) day will be granted on notification to Management. Such employee will be required to provide proof of such attendance when requested by Management.

(d) In the event of a death of any employee within the bargaining unit, the Chief Steward or his designated Union member will be granted four (4) hours off, without loss of pay, to attend the funeral provided the funeral is within the normal shift hours of the person attending the funeral.

ARTICLE 15 - HOLIDAYS

15.01 The Board will grant to all employees who have completed their probationary period:

(a) *Pay* for the following holidays or the day which may be observed as the effective

paid holiday provided such employees have worked all of the last scheduled working day preceding the holiday and all of the next scheduled working day after such holiday. However, if absence on the said days is due to illness or injury, employees shall not be disqualified for payment as provided herein for up to twelve (12) consecutive months absence. In such cases the Board may require a doctor's certificate.

1. Good Friday
2. Easter Monday
3. Victoria Day
4. Dominion Day
5. Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. Armistice Day - if observed by the schools
9. Heritage Day - if statutory holiday
10. Christmas and New Year's Holidays as observed by the schools

(b) The Board agrees to pay to any employee, who is absent from work and is receiving compensation benefits from the Workmen's Compensation Board at the time a paid holiday occurs, that difference, between the compensation and the normal day's pay.

(c) The Board agrees to pay any employee who is absent from work and is receiving sick benefits as contained in Article 19.03 of this Agreement, at the time a paid holiday occurs, that difference between payment under such plan and the normal day's pay.

15.02 It is understood and agreed that employees who are laid off but maintain seniority or employees who are suspended, provided such suspension is not reversed by award pursuant to Article 9.04 hereof, shall not be entitled to the benefit of paid holiJays.

15.03 An employee who is required to work on any of the above mentioned holidays shall be paid at the rate of double the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular holiday pay.

15.04 For the purpose of computing overtime, any week in which a paid holiday falls, the normal hours of work for such week shall be deemed to be reduced by eight (8) providing the holiday falls within the work week.

15.05 When any of the paid holidays listed fall on a Saturday or a Sunday and should any other day not be observed as the effective paid holiday, employees will receive an additional day's pay of eight (8) hours.

15.06 When a paid holiday or the day

which may be observed as the effective paid holiday falls within the vacation period of an employee, such paid holiday shall not be counted as vacation but such vacation shall be extended by one (1) day.

ARTICLE 16 - VACATIONS

16.01 Vacations with pay shall be given to all employees in accordance with the following:

(a) Each employee who has less than twelve (12) months seniority as of June 30th in any year shall be entitled to and shall receive one (1) day's vacation for each month of seniority to a maximum of two (2) weeks pay.

(b) Each employee who has twelve (12) months service or more seniority as of June 30th of each year shall be entitled to and shall receive two (2) weeks vacation with pay.

(c) Each employee who has four (4) years service or more seniority as of June 30th of each year shall be entitled to and shall receive three (3) weeks vacation with pay.

(d) (1) Each employee who has six (6) years service or more seniority as of June 30th of each year shall be entitled to and shall receive vacation with pay as follows:

6 years seniority - 3 weeks plus 1 day
7 years seniority - 3 weeks plus 2 days
8 years seniority - 3 weeks plus 3 days
9 years seniority - 3 weeks plus 4 days
10 years seniority - 4 weeks

(2) Each employee who has eleven (11) years service or more seniority as of June 30th of each year shall be entitled to and shall receive vacation with pay as follows:

11 years seniority - 4 weeks plus 1 day
12 years seniority - 4 weeks plus 2 days

13 years seniority - 4 weeks plus 3
days
14 years seniority - 4 weeks plus 4
days
15 years seniority and more - 5 weeks
21 years seniority - 5 weeks plus 1 day
22 years seniority - 5 weeks plus 2
days
23 years seniority - 5 weeks plus 3
days
24 years seniority - 5 weeks plus 4
days
25 years seniority - 6 weeks

Any part of the six weeks vacation must
be taken during the Winter Break and clause
(e) will apply.

(e) Any employee shall be entitled to
take one (1) week of his vacation
entitlement during the Mid Winter Break
providing he delivers to his Supervisor, a
signed consent by another employee on a

prescribed form, on or before the 15th day of the month preceding the month of such Break, whereby such employee agrees to be responsible for and shall check such absent employee's school, during his normal working hours during such Break, in accordance with the direction of the Supervisor.

(f) Any employee who is absent for twelve (12) consecutive months shall thereafter, until his return to employment with the Board for two (2) consecutive months, be entitled to and shall receive a pro-rata share of his vacation entitlement in accordance with the provisions of this Article, based on the number of regularly scheduled days worked by such employee in the immediate preceding entitlement year. Provided, however, that if such employee completes a minimum of six (6) months' employment, in that entitlement year, he shall requalify for his full vacation entitlement.

16.02 The vacation period of all employees shall be during the months of July and the first three weeks of August in each year subject to the following:

(a) Employees from the classifications comprised of caretakers, except caretakers at the Educational Resource Centre, may apply to the Board on a seniority rotational basis for a vacation period at a time of the year other than specified in this article provided the employees make application to the Board on the prescribed form not later than the fifteenth (15) of September of the previous year. Such revised vacation period will be limited to ten (10) employees of the foregoing group or a total of 40 weeks whichever is the greater with a maximum of five (5) employees off work at any one time. Such vacation must be taken within the following calendar year.

(b) (i) Employees from each of the classifications comprised of warehouse men,

painters, maintenance men, courier, utility caretakers and caretakers in the Educational Resource Centre and caretaker at Holy Rosary Community Centre may apply to the Board on a seniority rotational basis for a vacation period at a 'time of the year other than specified in this article provided the employees make application to the Board on the prescribed form not later than the fifteenth (15) of September of the previous year. Such revised vacation period will be limited to fifty percent (50%) (rounded up) of the employees of each classification at any one time, and must be taken the following calendar year.

(ii) Committee members are to be exempted from the restrictions contained herein.

(c) In the event that an employee under (a) or (b) above takes his vacation and ceases employment through termination, discharge, or death prior to June 30th of

the entitlement year, the Board shall be reimbursed by such employee or his estate, a dollar amount equal to the value difference between the number of such vacation days taken and the entitlement that would be due as of June 30th of the vacation year.

16.03 Vacation pay shall be subject to all normal deductions made from an employee's pay and shall be paid before the start of each employee's vacation.

16.04 In the event an employee is absent due to illness or injury after his request for vacation has been filed with the Board and if such absence from illness or injury extends into the employee's vacation, then such employee shall be obligated to change his vacation period and advise the Board in writing on or before the commencement of the originally designated vacation period. The revised vacation period shall commence

within one (1) calendar week following his return to work from the referred to illness or injury.

ARTICLE 17 - STRIKES AND LOCKOUTS

17.01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slow down of work, picketing or other interference with the operation of the Board's business and to this end the Union will take affirmative action to prevent any employee from engaging in any such activity. The Board agrees that there shall be no lockout of the employees.

ARTICLE 18 - SICK LEAVE

18.01 Employees shall be granted sick leave on the basis of one and one-half (1 1/2) days at normal rate of pay for each full calendar month of employment, with the

exception of the months of July and August in each year which is on the basis of two and one half (2 1/2) days at normal rate of pay, for absence due to bonafide illness.

18.02 Sick leave grants shall be credited to the employee annually on December 31st of each year and shall be cumulative at the rate of one hundred percent (100%) effective January 1, 1968, of the unused portion to a maximum of three hundred (300) days.

18.03 An employee absent on account of illness shall receive payment from his accumulated sick leave credits at the normal rate of pay commencing with the first day of absence on account of such illness after having signed a claim for sick leave payment. Such payment shall be deducted from accumulated sick leave credits.

18.04 (a) Each claim of sick leave shall be supported by a certificate of a qualified medical practitioner practising in the County of Essex, provided, however, that such certificate shall not be required by the Board if the period of such absence is not more than three (3) days; provided, however, that in the event any employee files a claim for sick leave that does not require the support of a medical certificate as hereinbefore provided. such absences for such claims shall be accumulated and in the event the accumulated total of such absences exceeds five (5) absences in any calendar year, then thereafter such employee shall file such certificate for each successive claim for sick leave in that calendar year.

(b) The Board may, at its expense, require an employee to be examined by a qualified medical practitioner of its choice.

18.05 Employees within the bargaining unit shall be entitled to and shall receive remuneration for one-half (1/2) the number of days standing to his credit and in any event not in excess of the amount of one-half (1/2) year's earnings at the rate received by him immediately prior to termination of employment as follows:

(a) Upon retirement at age sixty-five (65), or

(b) Upon the death of an employee (in this case the next of kin or estate shall receive the cash benefit), or

(c) Upon termination of employment for reasons other than discharge a proportion of said entitlement as follows:

5 years of service or more - 30% of entitlement

6 years of service or more - 40% of entitlement

7 years of service or more - 50% of
entitlement

8 years of service or more - 60% of
entitlement

9 years of service or more - 70% of
entitlement

10 years of service or more - 80% of
entitlement

11 years of service or more - 90% of
entitlement

12 years of service or more - 100% of
entitlement

18.06 Where an employee is unable to complete a day's work on account of an accident occurring while on duty, such employee shall be paid the balance of that shift by the Board, provided professional medical attention is required, and supported by written evidence by the attending physician to the Board. The foregoing payment will not apply if monetary benefits

are to be received for the aforementioned accident from the Workmen's Compensation Board. This clause shall not apply to any lost time other than the day of the initial accident.

ARTICLE 19 - HEALTH AND WELFARE

19.01 With the exception of the Permanent Supply Caretakers who will be enrolled in O.M.E.R.S. and have 100% of O.H.I.P. and dental paid, the Board agrees to pay the premiums, single or married as applicable to each employee for the following plans:

- (a) Ontario Health Insurance Plan - 100%
- (b) Dominion Life Prescription Plan
(To include Diabetic Benefits) - 100%
- (c) Dominion Life Semi-Private Hospital Plan - 100%
- (d) Dominion Life Group Life Insurance and Accident Death and Dismemberment Plan

for \$20,000.00 plus option to buy extra insurance up to maximum of \$100,000.00 for employees and \$8,000.00 after retirement at age 65 (including present retirees).- 100%

(e) Dominion Life Basic Dental Preventative and Maintenance Restorative - (80% fee coverage) - 100%

Orthodontic - (50% fee coverage) - 100%

The Board agrees to update the fee structure of the Dental Plan on the first of the month following the publication of the Ontario Dental Association (O.D.A.) Schedule of Fees.

(f) Dominion Life Base Optical Plan - \$100.00

The Board agrees to maintain the payments of premiums for the aforementioned plans for a period of two (2) years from the date of an employee's first absence on account of illness or injury or the length of the

employee's seniority if less than two years. Following such period with a minimum of one month's prior notice the employee may have the option of maintaining the payments of such premiums through the group coverage providing such option is available from the insurer.

The Board reserves the right to change the insurance carrier provided coverage under paragraphs (b), (c), (d), (e), and (f) above, provided notice is given to the Union of intention to change the carrier and provided the same coverage is provided to the employees.

19.02 The Board agrees to pay one-half (1/2) coverage under the Pension Plan of the Ontario Municipal Employees Retirement System. This is to include coverage under the Canada Pension Plan.

19.03 **The** Board further agrees to pay one hundred percent (100%) the premium ~~therefore~~ of a Health and Accident Insurance Plan providing for an indemnity of one hundred and eighty-five dollars (8185.00) per **week** for a period of fifty-two (52) weeks, effective after the expiration of a 56 day (~~eight~~ (8) week) period. For periods of absence due to illness and accident for which an employee **is** not receiving benefits under the Health and Accident Insurance Plan, the employee shall be ~~entitled~~ to draw from his/her sick leave plan as provided in Article 18, provided sick leave credits are available to the employee concerned also provided any employee receiving insurance benefits shall be ~~entitled~~ to supplement **such** benefit by requesting an additional one day's sick leave ~~pay~~ per week provided **sick** leave credits **are** available to the employee concerned.

19.04 The Board shall not be bound to provide or pay any of the benefits herein provided for part time employees working not more than twenty-four (24) hours per week or probationary employees.

19.05 (i) The Board agrees to pay one hundred percent (100%) of the premiums of the Ontario Health Insurance Plan (if not provided under Canadian Government Regulations), the Dominion Life Base Optical Plan, The Dominion Life Drug Prescription (Diabetic Benefit) Plan, Hospital Semi-Private Plan and Dominion Life Basic Preventative and Maintenance (with denture repair, re-aligning, and rebasing) - 100% coverage upon retirement as provided in Article 23.02 hereof, and up to the death of the retired employee, provided such employee so desires such coverage and the Board is notified in writing within two (2) months prior to retirement and provided the Board

notifies such employee, in writing. of such option at. least three (3) months prior to such retirement. with a copy to the Chief Steward.

(ii) Upon early retirement the Board agrees to pay \$500.00 per employee per year towards defraying the costs of benefits at 63 years of age and 20 years of service.

19.06 In the event an employee is suspended, without pay, such employee - after two weeks of suspension, shall be required and obligated to reimburse the Board for fifty percent (50%) of the cost the Board has paid to maintain his benefits during the remainder of such suspension. The Board shall, at its option, have the right to deduct such amount from the first pay cheque of the employee upon his return to work, providing the amount does not exceed the sum of twenty dollars (\$20.00). In the event the cost is greater than twenty

dollars (\$20.00), the Board shall deduct the cost in two (2) equal amounts from his first two (2) pay cheques. Should the employee not return to work, the amount of the cost which has been paid on his behalf shall be deducted from the amount owing to such employee. The provisions of this paragraph shall not apply if the suspension is reversed through the grievance procedure.

ARTICLE 20 - HOURS OF WORK, OVERTIME AND
WORKING CONDITIONS

20.01 The Standard work week for the following employees shall consist of five (5) eight (8) hour shifts from Monday through Friday as follows:

(a) Maintenance Employees - 7:30 a.m. to 4:00 p.m. with a half (1/2) hour for lunch without pay to be designated by the Board.
3:00 p.m. to 11:00 p.m. with a half (1/2) hour for lunch with pay to be designated by

the Board. Flexible hours available on mutual consent.

(b) Utility Caretakers - 7:00 a.m. to 3:30 p.m. with a half (1/2) hour for lunch without pay to be designated by the Board. 3:00 p.m. to 11:00 p.m. with a half (1/2) hour for lunch with pay to be designated by the Board.

(c) Painters - 7:30 a.m. to 4:00 p.m. with a half (1/2) hour for lunch without pay to be designated by the Board. 3:00 p.m. to 11:00 p.m. with a half (1/2) hour for lunch with pay to be designated by the Board.

(d) Warehouse Employees - 7:30 a.m. to 4:00 p.m. with a half (1/2) hour for lunch without pay to be designated by the Board.

(e) Courier - 8:30 a.m. to 5:00 p.m. with a half hour (1/2) for lunch without pay to be designated by the Board.

(f) When School Is In:

Caretakers :

■. The hours of work for all day

shift employees shall be 7:00 a.m. to 4:00 p.m. with an hour for lunch without pay to be designated by the Board.

2. The hours of work for afternoon shift employees working at one (1) school shall be from 3:00 p.m. to 11:00 p.m. with a half (1/2) hour lunch with pay to be designated by the Board.

3. The hours of work for afternoon shift employees working at more than one (1) school shall be from 3:00 p.m. to 11:00 p.m. with a half (1/2) hour for lunch with pay. In this case the Board will designate one and one-half (1 1/2) hours within which the half (1/2) hour lunch period can be taken.

4. Employees working on the afternoon shift at the Educational Resource Centre will work a shift from 3:30 p.m. to 11:30 p.m. with a half (1/2) hour lunch with pay to be designated by the Board.

(g) When School is Out: The hours of

work for employees shall be from 7:00 a.m. to 3:30 p.m. with a half (1/2) hour for lunch without pay to be designated by the Board, with the exception of employees working a shift at a Educational Resource Centre.

(h) Hours of work for professional development days will be as when "school is out". The Board shall pay time and one-half the regular rate of pay for all authorized overtime in excess of the normal working hours as herein stated. Double time will be paid for any authorized work performed on Sundays.

20.03 (a) Whenever reasonably practicable the opportunity for overtime shall be equitably distributed on a rotational basis according to seniority among the employees normally performing the work for which overtime is being paid.

(b) The Board will pay overtime rate in

accordance with Article 20.02 for authorized hours of work in excess of eight (8) hours within a period of twenty-four (24) consecutive hours except when such time is worked as a result of general shift changes or as a result of requested shift change by the employee.

(c) The amount of overtime hours to be charged to a new employee, upon obtaining seniority, shall be equivalent to the highest number of hours which are charged, at that time, to an employee within the same classification.

20.04 If an employee is authorized to perform work of a higher rated employee for a period in excess of four (4) hours in a calendar week such employee shall be paid at the rate of such higher rated employee for all hours so worked.

20.05 In the event an employee is

required to return to perform work at a school, other than where an employee has failed to perform his normal function, e.g. failing to close windows, lock doors or properly secure building. such employee shall be guaranteed a minimum of two (2) hours pay at time and one-half his regular rate of pay.

20.06 Employees who commence work at or after 3:00 p.m. shall receive a premium of thirty cents (\$.30) per hour for all hours so worked. Employees who commence work at or after. 11:00 p.m. shall receive a premium of thirty-five (4.35) cents perhour for all hours worked.

20.07 The caretaker work load shall be as follows:

(a) Where a caretaker works and has duties at one (1) school only, the work load shall be ten (10) classrooms and auxiliary

areas.

(b) Where a caretaker works and has duties in two (2) schools only, the work load shall be nine (9) classrooms and auxiliary areas.

(c) Where a caretaker works and has duties at three (3) or more schools, the work load shall be eight (8) classrooms and auxiliary areas.

(d) In the future, in the event that any existing classroom, through alterations or renovations is converted to an auxiliary area, for the purpose of computing the aforementioned work loads such area will be considered a classroom and not an auxiliary area.

In like manner, in the event that any auxiliary areas in the future through alterations or renovations, are converted to a classroom, for the purposes of computing the aforementioned work loads such areas will not be considered a classroom but will

remain auxiliary areas.

It is further agreed that all former duties of caretakers shall continue except that no caretaker shall be required to cut grass or trim shrubbery (rake leaves or yard maintenance).

20.08 Caretakers on the afternoon shift will be allowed to deduct without loss of pay from their regular afternoon shift on the day of the attendance on account of subpoena for a break-in at their school, the hours of attendance pursuant to the subpoena and all monies received as witness fees are to be delivered to the Board forthwith.

ARTICLE 21 - UNIFORMS

21.01 The Board agrees to supply to all permanent employees. the following:

(a) ~~Pin~~ eighty dollar (~~\$80.00~~) clothing allowance in lieu of uniforms.

(The caretaker must be dressed in a respectable manner with dark pants and light shirt with a collar).

(b) Working gloves for utility caretakers, painters and maintenance employees by the second week of September in each year.

(c) One (1) pair of coveralls for utility caretakers and maintenance employees by the second week of September in each year. One pair of lined coveralls for maintenance and utility employees by the second week of September every second year. One (1) pair of rubber boots in each truck and an additional 10 pair of rubber boots of various sizes will be made available. One (1) parka for each maintenance employee, utility caretaker and courier every second year in September.

(d) One (1) white smock for painters by the second week in September in each year.

(e) Forty dollars (\$40.00) once a year by

the second week of September for maintenance and utility caretakers in lieu of safety shoes.

21.02 Except in an emergency and with notice to the Principal of the school, caretakers shall not leave the school without notice and permission of the Management Personnel.

ARTICLE 22 - WAGES

22.01 (a) During the term of this Agreement the Board agrees to pay the following wages:

Expressed in hourly rates:

Caretakers: Jan 1/87 - \$12.97
 Jan 1/88 - \$13.54
 Jan 1/89 - \$14.01

Warehouseman: Jan 1/87 - \$13.23
Jan 1/88 - \$13.81
Jan 1/89 - \$14.55

Courier: Jan 1/87 - \$13.17
Jan 4/88 - \$13.75
Jan 1/89 - \$14.49

Utility Caretaker:
Jan 1/87 - \$13.29
Jan 1/88 - \$13.87
Jan 1/89 - \$14.61

Mason Helper/Utility:
Jan 1/87 - \$13.56
Jan 1/88 - \$14.15
Jan 1/89 - \$14.90

Painter: Jan 1/87 - \$13.42
Jan 1/88 - \$14.01
Jan 1/89 - \$14.76

Maintenance: Jan 1/87 - \$13.83
 Jan 1/88 - \$14.43
 Jan 1/89 - \$15.19

Supply Caretakers:
 Jan 1/87 - \$9.87
 Jan 1/88 - \$10.30
 Jan 1/89 - \$10.66

(b) It is agreed that from each employee's wages shall be deducted one dollar and fifty cents (\$1.50) each month which total deduction shall be remitted monthly to the "Union" to be used for the purpose of assisting retired employees of the bargaining unit in such manner as the stewards shall designate.

22.02 The Board agrees that wages shall be paid to the employees every Friday and shall be mailed to each employee's residence. It shall be the responsibility

of each employee to keep the Board informed of his present address.

22.03 The Board agrees to pay Caretakers, Painters and Utility Caretakers who work at more than one school in any one day, a travelling allowance as follows:

(a) Where travel is under two miles and schools more than one block apart - one dollar and seventy-five cents (31.75)

(b) Where travel is over two miles - two dollars and twenty-five cents (32.25)

(c) The Board shall establish mileage.

22.04 The Board agrees to pay a long service pay which will be paid to employees on the following basis:

After five (5) years continuous service on or before December 1st of each year payable at Sixty Dollars (360.00) every year on the pay day closest to the fifteenth of December.

After ten (10) years continuous service on or before December 1st of each year payable at one hundred and twenty dollars (\$120.00) every year on the pay day closest to the fifteenth of December.

After fifteen (15) years continuous service on or before December 1st of each year payable at one hundred and eighty dollars (\$180.00) every year on the pay day closest to the fifteenth of December.

After twenty (20) years continuous service on or before December 1st of each year payable at two hundred and forty dollars (\$240.00) every year on the pay day closest to the fifteenth of December.

After twenty-five (25) years continuous service on or before December 1st of each year payable at three hundred dollars (\$300.00) every year on the pay day closest to the fifteenth of December.

The benefits according to the foregoing

schedule will apply to employees in the employe of the Board as of December the first of each year. In addition, employees who so qualify, and who die or retire prior to December first of the payment year, will be entitled to a pro-rated portion of the benefits according to the period of employment during the year of death or retirement only.

22.05 Cost of Living Allowance - All employees within the bargaining unit shall be paid a cost of living allowance based on the formula as set out below.

The cost of living allowance will be determined in accordance with changes in the Consumer Price Index, published by Statistics Canada (1971=100) and hereinafter referred to as the Consumer Price Index.

One cent for each .25 point upward change in the Consumer Price Index using the amount of the index at December 31, 1988 as

a Base for measurement. The index at this Base date shall represent a zero cent cost of living value and shall **be** updated each year.

C.O.L.A. - Effective January 1, 1989. **Base** of December 1988 with a cap at 7.5%.

The amount of cost of living earned and payable will **be** limited to an amount agreed upon.

Payment periods will **be**: April
July
October
January

ARTICLE 23 - GENERAL

23.01 The parties hereto agree that whenever the singular term or masculine gender is used **through** this Collective Agreement, they shall **be** deemed to include the plural or feminine gender where the

context. or the parties hereto, so required.

23.02 It is agreed that all permanent employees shall terminate their employment with the Board on the last day of the month in which they attain their sixty-fifth (65) birthday.

ARTICLE 24 - DURATION AND TERMINATION

24.01 This Agreement shall become effective January 1st. 1987 and shall continue in effect until December 31, 1989 and shall continue automatically thereafter for annual terms of one (1) year unless either party notifies the other in writing within a period of three (3) months immediately prior to the annual expiration date that it desires to amend or revise this Agreement at its expiration date. Such notice shall, as far as possible, list the subject matter of the proposed amendments,

or revisions but the parties shall have the right to alter the said list before and during negotiations.

24.02 If pursuant to such negotiations, an agreement is not reached on renewal or amendments of this Agreement or the making of an agreement prior to December 31, 1989, the parties agree to continue this Agreement in operation until a new agreement is signed between the parties or while such bargaining continues. Bargaining shall be deemed to be continuing until:

(a) Either party has notified the other in writing that it considers bargaining to be at an end, and the occurrences of one (1) of the following:

(i) Seven (7) days have elapsed after a conciliation board has reported to the Ministry of Labour, or

(ii) The Ministry of Labour for Ontario has informed the parties that he

does not deem it advisable to appoint a conciliation board.

IN WITNESS WHEREOF the parties have caused this Collective Agreement to be executed by their duly authorized representatives this 20th day of November, 1987.

THE WINDSOR ROMAN
CATHOLIC SEPARATE
SCHOOL BOARD

SERVICE EMPLOYEES'
UNION LOCAL 210

Patrick J. Keane
Ronald J. O'Brien

Thomas J. Mitchell
Kenneth W. Brown
Larry Lajoie
Gerry Parent
Phil Robinet
LeRoy Lamont
Bob Harrington

LETTER OF UNDERSTANDING

BETWEEN

Windsor Roman Catholic
Separate School Board
(Employer)

AND

Service Employees' Union Local 210
(Union)
(Full-Time Caretaker Unit)

RE: Caretaker Workloads at new or
additional facilities

During negotiations for the renewal of the Collective Agreement that expired December 31, 1986 the Union expressed concern over the caretaker workloads as they may affect future facilities. It was therefore agreed as follows:

When any new or additional facilities are to be operated by the Employer, such facility will be attended by two (2) Union Stewards, to be designated by the Chief Steward, along with Management Personnel and an attempt will be made to establish caretaker workloads by mutual agreement before such jobs are posted.

Dated at Windsor this 20th day of November, 1987.

For the Union:

U. W. Brown

Larry Lajcie

Gerry Parent

Phil Robinet

LeRoy Lamont

Bob Harrington

For the Board:

Patrick J. Keane

Ronald J. O'Brien

Peter S. Marchini

Joseph Edmondson

LETTER OF INTENT

The attached Letters of Intent form a part of this Collective Agreement.

CONTRACTING OUT

There shall be no contracting out of Bargaining unit work to the extent that any Bargaining Unit employee or employees will be laid off or suffer a reduction of normal hours of work or loss of seniority or any other benefit as a result of such contracting out.

EXCLUDED PERSONS

Persons excluded from the provisions of this Collective Agreement shall not be assigned any duties normally assigned to employees of this Bargaining Unit to the extent that any Bargaining Unit employee or employees will

be laid off or suffer a reduction of normal hours of work or loss of seniority or any other benefit as a result of such assignment.

NO LAY-OFF

All present employees employed within the Bargaining Unit will be employed for their normal number of hours per year considering vacations, holiday and sickness. This Article shall not preclude the Board from making permanent layoffs subject to the provisions of Article 11.02.

PART-TIME CARETAKER

LETTER OF INTENT

With regard to any current part time caretakers being promoted to full time. Notwithstanding the fact that probationary employees do not have access to the

grievance procedure, a claim by an employee that the Employer has acted in an arbitrary way in deciding that an employee does not complete the probationary period may be dealt with through the grievance and arbitration procedure.

ADDITIONAL LETTERS OF INTENT

1. The Board agrees that no employee will be laid off to circumvent the terms of this agreement.

2. The Board agrees that it shall not direct any retribution of any kind towards any Union Member as a result of his/her participation in the strike action.

3. A committee is to be formed to study the issue of "Who is the boss - who do we take direction and orders from?", and the committee is to make recommendations.

4. A committee is to be formed re the payment of caretakers by rental groups who use the facilities.

5. BARGAINING UNITS - Methods of

collective bargaining between the Board and Service Employees' Union, Local 210.

Five units will be reviewed with a view to establishing a more orderly and manageable Bargaining structure.

It is further agreed that the parties will utilize the Preventative Mediation Services offered by the Ontario Conciliation Mediation Services as a means of improving Labour Relations between the Board and its unionized employees.

The parties agree to take the steps necessary as soon as practical to implement the terms set out in this letter.

5. When a school is used during the summer vacation period for educational purposes approved by the Board and the caretaker is absent on leave or vacation from the school, the caretaker will be provided, with additional help during his absence.

APPENDIX "A"

Part-Time Caretakers (Those working 24
hours per week and less)

Both parties agree that students can be employed to perform ground maintenance work and such students shall not be covered by this Agreement.

Seniority part-time employees will be covered by the following provisions of the within Collective Agreement only: Articles 1, 2, 3, 5, 6, 8, 9, 10, 17, 23 and 24 and in Article 11 only sub-article 11.02. Such Employees will also be covered by the following provisions:

1. Probationary Period: A new hired part-time employee shall not be covered under this agreement until he has been so employed by the Board for an aggregate

probationary period of 300 hours or 9 months with a minimum of 250 hours, whichever comes first, provided that in the latter case the employee has performed work for the Board during each of those nine (9) months, after which time seniority rights shall be established and he shall receive all the benefits and obligations of an employes under this agreement.

2. Negotiating Committee & Stewards:

Part-time employees will be entitled to two (2) stewards. who will be selected from amongst the part-time employees, to be a part of the negotiating committee to represent part-time employees.

3. Seniority rights of part-time employees will be established after completion of the probationary period as set out in item (1) above. Part-time seniority lists will be provided twice a

year.

4. Leave of Absence: Part-time employees can apply for and may be granted leave of absence for legitimate personal reasons.

5. Job Posting: Whenever a vacancy occurs in the full time unit part-time employees within this bargaining unit shall be given an opportunity to apply for full-time positions by the quota system. The quota system being a minimum of two (2) out of three (3) full-time positions are to be filled from part-time employees provided they have completed their probationary period. Seniority shall apply in selecting from the part-time employees.

6. Holidays: The following public holidays will be recognized for part-time employees and will be paid in accordance

with the provision of the Employment Standards Act (Ontario).

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Dominion Day
5. Labour Day
6. Thanksgiving Day
7. Christmas Day

7. Vacations: Will be as follows for part-time employees:

Vacation pay shall be given to all employees on the last working day of the year in which the entitlement is due and shall not be less than an amount equal to six percent (6%) of the wages of the employee in the twelve (12) months of the employment for which the vacation is given and calculating wages no account shall be taken of any vacation previously paid. An

employee who terminates before completing one year of service will receive six percent (6%) of total wages calculated from the first day employed.

8. Hours of Work: The Board will endeavor to distribute part-time work as fairly as possible in accordance with seniority up to twenty-four hours per employee per week.

When an employee accepts a call to work, he may be assigned by management to work up to eight (8) hours and he may be assigned work on the day, afternoon, or midnight shift.

The Board shall pay time and one-half the regular rate of pay for all authorized overtime which shall include all time worked in excess of eight (8) hours in one day.

The Board shall pay double time the regular rate of pay for all authorized work performed on Sundays.

9. Wages: The following wages will apply to part-time employees:

January 1, 1987	\$8.00 per hour
January 1, 1988	8.70
July 1, 1988	9.00
January 1, 1989	9.25
July 1, 1989	9.50

10. Travel Allowance: The provisions of Article 22.03 shall apply to part-time employees.