

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, 1997

SOURCE	School Bd.		
EFF.	96	01	01
TERM.	97	12	31
No. OF EMPLOYEES	160		
NOMBRE D'EMPLOYÉS	911		

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FOREWARD

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 favorable 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 Service Employees' Union Local 210. These awards are made each year. For further details contact the Union Office.

UNION OFFICE: 3935 Tecumseh Road East
TELEPHONE 944-2217

KENNETH W. BROWN
PRESIDENT

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**THIS AGREEMENT entered into at Windsor, Ontario
this 1st day of January, 1996.**

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 forepersons, persons above the rank of foreperson, 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. They must notify the Principal or Secretary of their presence upon arriving.

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 board 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 Service Employees' 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 eighty (80) working days during any twelve (12) consecutive month period after which time he/she shall acquire the seniority status and obligations of **a** permanent employee under this Agreement, provided that all benefits will be provided after sixty (60) working days. The seniority and vacation entitlement only of any probationary employee shall date eighty (80) 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 one dollar (\$1.00) 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 **As** it is the common goal of the Board and the Support Staff to provide the best possible Catholic education for the children of this community; and

5:02 In order to achieve that common goal it is essential that the Board and the Support Staff maintain the harmonious relationship which exists between them;

5:03 The Board and Support Staff agree that this collective agreement shall be applied in a manner which fully supports the basic equality of all staff;

5:04 The Board and Support Staff further agree that every employee has a right to freedom from sexual and racial harassment and to this end the parties shall jointly develop and implement policy and programs promoting racial harmony and sexual equality among all staff and students;

5:05 It is the desire of both parties to specify within this agreement the conditions of employment together with the salaries, employee benefits and allowances which govern the parties who are covered by this agreement.

5:06 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 policies and procedures to be observed by the employees. Prior to the implementation of any new or amended policies or procedures, the Union Committee will be consulted. All policies and procedures shall be subject to the terms of the Collective Agreement.

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.

7:05 The Chief Steward will work steady day shift, Monday to Friday.

7:06 All Committee members will be the last employees laid off in their classifications regardless of seniority.

7:07 The Board will provide the Union with space suitable for use as an office in a mutually agreeable location. The facility will be equipped with a desk, chairs and file cabinet provided surplus equipment is available.

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/her immediate supervisor that he/she wishes to see a Steward. He/She then may refer the matter to his/her Steward who will discuss such matters with the immediate supervisor. 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 for 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 it to the Manager of Plant & Operations within five (5) working days after such grievance has arisen. A meeting will be held with the Union within five (5) working days to discuss this grievance. The Manager of Plant & Operations shall within five (5) working days of the meeting deliver his/her 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 Manager of Personnel will be notified in writing within five (5) working days and the Manager of Personnel will deliver his/her 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 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 1 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 eighty (80) 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 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 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.

(f) If an employee engages in gainful employment while on a leave of absence except with the mutual consent of the Union and the Board.

(g) If the employee is absent from work for more than five (5) consecutive working days without the consent of the Board or fails to notify the Board without justifiable reason in the event of bona fide 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

Workers' 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 to a maximum of five (5) years, 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
- (e) Warehouse Employee
- (f) Courier
- (g) Mason Helper/Utility

11:08 Where a vacancy is wholly within the jurisdiction of the French Language Section of the Board, the Board shall have the right to post as a qualification for such a position that the applicant be bilingual; notwithstanding the foregoing, no person who is not bilingual who currently holds a position in a school which is under the jurisdiction of the French Language Section of the Board shall be removed or transferred from such position without his/her consent. Any applicant who would be entitled to a vacancy by reason of seniority shall be given a reasonable opportunity to learn to speak French at the Board's expense. The bilingual qualification as contained herein will only be applicable to day shift caretaker positions.

ARTICLE 12 - LEAVE OF ABSENCE

12:01 The Manager of Personnel or his/her designate 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) working days, a written request must be made to the Board through the Manager of Personnel or his/her designate 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/her seniority shall continue to accumulate during his/her absence.

The requirement for written request as required above may be waived by the Manager of Personnel or his/her designate in the case of actual emergency.

12:02 A copy of the decision of all leaves of absences, 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) persons 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 who is unavailable for work because he/she was convicted of a minor offence and incarcerated for such offence shall be considered on

vacation and then on leave of absence, if necessary, for the period of his/her incarceration provided the leave of absence 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 transfers 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) months, 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) months from the 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 re-posting.

(f) The Board will hire full time caretakers to be designated as "Supply Caretakers". These caretakers will be used to replace caretakers and utility only. 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' classification.

(g) Utility shall not be required to perform full caretaker duties if a supply caretaker is available on his/her shift.

(h) In the event a caretaker is absent, he/she shall be replaced in the following order of priority:

- (i) Supply Caretaker
- (ii) Overtime offered to at least four **(4)** other caretaker(s)
- (iii) Utility

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JOB POSTING

When vacancies or new jobs of a permanent nature are created within any S.E.I.U. Bargaining Unit:

The posting procedure will be carried out according to the applicable clauses of that collective agreement. The same time limits will apply for all employees.

If no qualified employees within a bargaining unit apply for a posted position, then applications for the position from qualified employees within other units will be considered as follows:

- (a) The successful candidate for a position within the Office and Clerical and/or School Secretary unit will carry full seniority rights with him/her.
- (b) The successful candidate for a position within other bargaining units will carry seniority rights for the calculation of vacation and benefits, but seniority rights affecting job posting and lay-off procedures will apply from the date of entry into that bargaining unit.
- (c) The successful applicant for the position of Office and Clerical and/or School Secretary shall serve a thirty (30) working day trial/evaluation period during which time the incumbent will be evaluated.
- (d) The successful candidate for the position in Caretakers and Maintenance and/or School Assistant/Teacher Assistant shall serve a sixty (60) working day trial/evaluation period.
- (e) If the candidate reverts to their previous position they shall maintain all rights and privileges of their previous position plus any accumulated seniority

during that trial/evaluation period.

(f) In the event the employee is laid off in the unit they have transferred into, the employee may bump back into their original bargaining unit, provided the lay-off occurs within five (5) years of the transfer.

(g) The Board reserves the right to hire one (1) outside employee for every two (2) employees transferred from other bargaining units. This shall apply on a unit by unit basis.

(h) The employees in this bargaining unit agree to recognize the seniority of employees transferred from other bargaining units in accordance with the terms of this clause and the comparable clauses in the other bargaining units.

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 a spouse, child, mother, or father, five (5) working days shall be granted.

(b) In the event of the death of a sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents or grandchild, three (3) working days shall be granted.

(c) In the event of the death of an aunt, uncle, niece, nephew, brother-in-law or sister-in-law, one (1) working day shall be granted.

(d) 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.

(e) 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.

(9) 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 - MATERNITY/PATERNITY/ ADOPTION LEAVE

15:01 Leave of Absence due to pregnancy and/or adoption shall be granted by the Board without pay according to the Employment Standards Act Ontario and an employee on such leave will notify the Manager of Personnel in writing of her intention to return to work within the stated period.

15:02 Seniority rights shall be maintained during such leave.

15:03 During a granted pregnancy or adoption leave, employees will be entitled to the following benefits:

(a) Boards portion of Green Shield (Semi-Private and Prescription), Life Insurance, Long Term Disability (Office & Clerical), Dental Plan and Optical Plan Premiums.

(b) Retention of vacation entitlement.

(c) Retention of long-service entitlement.

15:04 **PATERNITY LEAVE** - A male employee shall be granted paternity leave with pay for a period of up to two (2) days for the birth or adoption of his child.

ARTICLE I6 - HOLIDAYS

16:01 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, injury **or** with approval of the immediate supervisor, 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 Workers' 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.

16:02 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 holidays.

16:03 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.

16:04 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.

16:05 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.

16:06 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 17 - VACATIONS

17:01 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/her 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-rated 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 re-qualify for his full vacation entitlement.

17:02 The vacation period of all employees shall be during the month 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, painters, maintenance, courier, utility 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.

17:03 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.

17:04 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 18 - STRIKES AND LOCKOUTS

18:01 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 Boards 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 19 - SICK LEAVE

19:01 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 bona fide illness.

19:02 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.

19:03 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.

19:04 (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. **A** panel of no more **than** three (3) qualified medical practitioners shall **be** established by the Board. The employee may attend the physician of his/her choice from the list.

19:05 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 yews 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

19:06 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 Workers' Compensation Board. This clause shall not apply to any lost time other than the day of the initial accident.

ARTICLE 20 - HEALTH AND WELFARE

20:01 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) Green Shield Prescription Plan (To include Diabetic Benefits) - 100% (\$0.35 co-pay Prescription Plan)
- (c) Green Shield Semi-Private Hospital Plan - 100%
- (d) Constellation Group Life Insurance and Accident Death and Dismemberment Plan for \$25,000.00 plus option to buy extra insurance up to a maximum of \$100,000.00 for employees and \$12,000.00 after retirement at age 65 (including present retirees). - 100%

(e) Green Shield 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) Green Shield 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.

20:02 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.

20:03 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 (\$185.00) 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 19, 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.

20:04 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.

20:05 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 Green Shield Base Optical Plan, the Green Shield Drug Prescription (Diabetic Benefit) Plan, Hospital Semi-Private Plan and Green Shield Basic Preventative and Maintenance (with denture repair, re-aligning, and re-basing) - 100% coverage upon retirement as provided in Article 20.02 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.

20:06 In the event an employee is suspended, without pay, such employee - after two (2) 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/her benefits during the remainder of such suspension. The Board shall have the right to deduct such amount from the cheques of the employee at a rate of fifty dollars (\$50.00) per pay period. Should the employee not return to work, the amount of the cost which has been

paid on his/her 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.

20:07 The Board will provide a retirement allowance equivalent to the annual ~~cost~~ of the Board's Life and Health Benefits to any employee who retires at the age of 60 or more with at least 20 years of service. This will be provided until normal retirement age. The Board will pay the allowance thirty (30) days prior to the expiration of benefits. The retiree has the option of endorsing the cheque and returning it to the Board for the purpose of maintaining their health care benefits.

20:08 The Board will reimburse 50% of Periodontic work for retirees to a maximum of \$750.00 per claim with a total annual cost to the Board not to exceed \$2,500.00

20:09 The Board will pay 75% of the cost of survivor benefits (Retiree plan exclusive of Life & AD&D and Weekly Indemnity) to all families of active and retired employees who have a minimum of ten (10) years service at date of death. If an employee's death is caused accidentally while working, they will not be subject to the minimum service requirement.

ARTICLE 21 - HOURS OF WORK, OVERTIME AND WORKING CONDITIONS

21:01 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--7:00 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. Flexible hours available on mutual consent.

(b) Utility - 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. Utility replacing the Courier for more than one (1) day shall go on the schedule of the Courier.

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

(e) Courier - 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. During the summer months when Courier work is not available, the Courier shall do Warehouse duties as assigned.

(f) When School is In:
Caretakers:

1. 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. (i) 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.

(ii) The midnight shift hours of work shall be 11:00 p.m. to 7:00 a.m. with a half (1/2) hour with pay for lunch to be designated by the Board. The hour on the Monday midnight shift starting at 11:00 p.m. Sunday shall be on regular pay for any new incumbents.

4. Employees working on the afternoon shift at the Educational Resource Centre will work a shift 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.

5. Educational Resource - The hours of work will be 3:00 p.m. to 11:00 p.m. for the afternoon shift except Fridays where the hours will be 12:00 p.m. to 8:00 p.m.

6. Where **help is needed in the high schools at lunch**, there will be a **12:00 p.m. to 8:00 p.m. shift 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) On P.D. Days all employees are to stay on their regular shift.

(i) Afternoon Shift Elementary School Caretakers: Afternoon shift caretakers in the elementary schools shall work from 12:00 p.m. to 8:00 p.m. on Friday afternoons.

(j) The secondary school caretakers will work the Friday afternoon shift on a 12:00 p.m. to 8:00 p.m. basis. A minimum of two (2) caretakers will be required to work every Friday from 3:00 p.m. to

11:00 p.m. on a rotating basis.

21:02 (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 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.

(c) The Board will pay overtime rate in accordance with Article 21:02 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.

(d) 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.

21:03 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.

21:04 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.

21:05 Caretakers who work in schools where Heritage Language Programs are offered, shall be offered to work two (2) hours at time and one-half. It will be offered on a rotational basis to the Caretakers at the school.

21:06 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 (\$.35) cents per hour for all hours worked.

21:07 The caretaker work load shall be as follows:

(a) Where caretaker works and has duties at one (1) school, 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).

21:08 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.

21:09 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 - UNIFORMS

22:01 The Board shall provide clothing to all employees as follows:

(a) Each employee will be provided with three (3) shirts and three (3) pants initially, and two (2) shirts and two (2) pants annually thereafter. The colour and quality shall be determined by mutual agreement between the parties. These uniforms shall be worn by the employees during all hours of work.

(b) Working gloves for Utility, Painters and Maintenance employees by the second week of September in each year.

(c) One (1) pair of coveralls for Utility 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 and Courier every second year in September.

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

(e) C.S.A. approved high quality safety shoes or boots annually to Maintenance, Utility, Courier, Painters and Warehouse employees.

(f) One (1) shop coat to Warehouse employees annually.

ARTICLE 23 - WAGES

23:01(a) During the term of this Agreement the Board agrees to pay the following wages:

Expressed in hourly rates:

	<u>April 1, 1996</u>	<u>January 1, 1997</u>
Caretakers:	\$16.81	\$17.11
Warehouseman:	\$17.42	\$17.72
Courier:	\$17.35	\$17.65
Utility:	\$17.48	\$17.78
Mason Helper/Utility	\$17.81	\$18.11
Painter:	\$17.65	\$17.95
Maintenance:	\$18.14	\$18.44
*Supply:	\$15.81	\$16.11

***NOTE:** "Supply Caretakers" shall be paid at the rate of the caretakers less \$1.00 per hour plus benefits. At the end of their eighty (80) day probationary period, they shall be paid the full caretaker rate.

(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. The Board will match the Union's \$1.50 per employee for the retiree aid fund.

23:02 The Board agrees that wages shall be paid to the employees by Friday and shall be sent to each employee by courier. In the case of Utility, Maintenance and Painters the cheques shall be mailed to their home addresses. In the case of Warehouse and Courier, their cheques will be available at the Board Office. During the summer months, cheques will be sent to each employee's home address. It shall be the responsibility of each employee to keep the Board informed of his present address.

23:03 The Board agrees to pay Caretakers, Painters and Utility 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 - two dollars (\$2.00)

(b) Where travel is over two miles - two dollars and fifty cents (\$2.50)

(c) The Board shall establish mileage.

23:04 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 Seventy Dollars (\$70.00) 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 thirty dollars (\$130.00) 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 ninety dollars (\$190.00) 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 fifty dollars (\$250.00) 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 and ten dollars (\$310.00) every year on the pay day closest to the fifteenth of December.

23:05 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 (1981=100) and hereinafter referred to as the Consumer Price Index.

The cost of living rate adjustment shall be one cent per hour for each .25 point upward change in the Consumer Price Index using the amount of the index at December 31, 1989 plus 3% (December 31, 1990 plus 3%, December 31, 1991 plus 3%) as a base for measurement with a cap of 7.5% in each year.

The first (1st) cost of living adjustment shall be based on the Consumer Price Index of March and every third month thereafter compared to the based Consumer Price Index for December plus 3.0%. In January of each year of the contract the C.P.I. base shall be updated to the previous December.

The amount of hourly cost of living adjustment at December 31 of each year of the contract shall continue to be paid without further increase until the C.P.I. of the subsequent year exceeds 3.0%.

Payment dates will be on or before the end of April, July, October and January.

ARTICLE 24 - GENERAL

24:01 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.

24:02 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.

24:03 The S.E.I.U. Union will be provided with an office on the Board's premises and such office will be for the use of the four (4) bargaining units. The office will be equipped with a desk, chairs, file cabinet and a telephone.

ARTICLE 25 - ACCESS TO PERSONNEL FILES

25:01 The Manager of Plant & Operations will consider the removal of any disciplinary material from an employee's file upon receiving a request for such removal. Such request may be made after twelve (12) months, and once each year **thereafter**.

25:02 Employees shall have access to their personal personnel files upon their request in writing with the exception of confidential letters of recommendation. The employee's file will be examined in the presence of a person authorized by the Board. The employee, upon request, will be provided with a photocopy of any documents in the files except for the confidential letters of recommendation referred to above.

If requested by the employee, a Union representative may accompany any such employee while reviewing their personnel files.

ARTICLE 26 - DURATION AND TERMINATION

26:01 This agreement shall become effective ~~January 1st, 1996~~ and shall continue in effect until ~~December 31, 1997~~ 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.

26:02 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, 1997, 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.

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.

LETTER OF INTENT

SUMMER HOURS

The Board will implement summer hours on a two year basis for July and **August** based upon four **10** hour days. These days may be rotated at the discretion of the Board.

LETTER OF INTENT

The Board agrees that should a Junior Kindergarten leave a school and a Day Care is subsequently opened in that school, the room(s) for that Day Care shall **be** included in the caretakers workload.

The Board and Union agree to establish a committee **to** review the current Day Care use of school rooms with a view **to** exploring solutions which address the Boards interests and the Union's job security issue. This Committee shall meet beginning within 60 days of ratification.

LETTER OF INTENT

The parties agree to establish a joint committee made up of representatives of the Board and each of the bargaining units to examine the benefit package and to explore options for potential cost savings.

ADDITIONAL LETTERS OF INTENT

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

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.

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/she shall receive all the benefits and obligations of an employee 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
8. Boxing 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:

April 1, 1996	- \$10.93 per hour
January 1, 1997	- \$11.23 per hour

10. Travel Allowance: The provisions of Article 23.03 shall apply to part-time employees.

IN WITNESS whereof the Parties have caused this
Collective Agreement to be executed by their duly
authorized representatives this 19th day
of December, 1996.

For The Windsor
Roman Catholic
Separate School
Board

Kelcey Bezzing
James W. Ahn
George Bign
Michael J. ...

For the Service
Employees Union
Local 210

Lonnie J. ...
Harold Shaw
Ron Kiberdy
Ed Walton
Kevin ...
Bruce Dickey
Christina ...
Bob Partridge