



SOURCE	Comp	
EFF.	93	01/01
TERM.	94	12/31
No. OF EMPLOYEES	425	
NOMBRE D'EMPLOYÉS	df	

# COLLECTIVE AGREEMENT

between

**NIAGARA SOUTH  
BOARD OF EDUCATION**

and

**CANADIAN UNION  
OF PUBLIC EMPLOYEES, C.L.C.  
and its Local 468**



**NOV 26 1993**

**Effective January 1, 1993: Expires December 31, 1994**

04727(05)

**AGREEMENT**

**BETWEEN**

**NIAGARA SOUTH BOARD OF EDUCATION**

**(Hereinafter called the Employer)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**LOCAL 468**

**(Hereinafter called the Union)**

**Effective January 01, 1993 to December 31, 1994**

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**ARTICLE 1 PREAMBLE**

**1.01**

Whereas it is the desire of both parties to this Agreement:

- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services etc.
- (3) To encourage efficiency in operation.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

**1.02**

And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Now, therefore, the parties agree as follows...

**ARTICLE 2 RECOGNITION**

**2.01**

The Employer recognizes the union as the sole and exclusive bargaining agency for all employees of the Niagara South Board of Education regularly employed in maintenance, services and plant operations, save and except Assistant Supervisors,

the Collective persons above the rank of Assistant Supervisor, Office Staff and students employed during their vacation periods.

**2.02** No employee shall be required or permitted to make any written or verbal agreement with the Employer or the Employer's representative which may conflict with *the* terms of this collective agreement.

**2.03** (a) Casual employees shall be defined as

(i) employees hired for special projects of a limited duration up to a maximum of one hundred and twenty (120) days in a calendar year. An extension of the maximum may be mutually agreed to by the Federal or Provincial governments specifically to create employment during periods of high unemployment and agreement to such extension shall not be unreasonably withheld

OR

(ii) temporary staff who are called in for periods of limited duration to replace employees who are absent from their regular duties. The Employer shall attempt to utilize existing regular personnel for such replacement work before calling in temporary staff.

**2.03** (b) Casual employees referred to in 2.03(a) will come under the scope of this Agreement save and except

for the following provisions of the Collective Agreement:

Article 10 Seniority (except as provided for in Article 2.03(d))

Article 17 Compassionate Leave

Article 18 Jury Duty

Article 19 Shift Premiums

Article 22 General Welfare Program

Article 23 Sick Leave Allowance

Article 29 Work and Protective Clothing

Article 30.01 O.M.E.R.S. Pension

Schedule A Classifications and Wage Rates

(c)

In lieu of the provisions of this Collective Agreement, casual employees will be compensated in accordance with the Employment standards Act for Article 15.01 (Vacations) and Article 16.01 (Paid Holidays) and shall receive the hourly wage rate for cleaners, or, in the case of government funded programs, the rate determined by the sponsoring agency.

2.03 (d)

Except in the case of casual staff hired specifically for government funded programs, casual staff shall accumulate seniority on a pro-rata basis for the hours worked in each calendar year. In no case shall a casual employee exercise seniority against a regular employee. However, if a vacancy for a regular position within the classification in which the casual employee is

working is not filled by a present regular employee, the casual employee who applied for the vacancy shall be considered before a new employee is hired. The hiring of a casual employee shall not result in the reduction of hours, termination or lay-off of a regular employee.

**ARTICLE 3      UNION SECURITY**

**3.01**      All employees of the Board, who are presently members of the Union, as of January 1, 1976, shall, as a condition of continued employment, remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continuing employment become and remain members in good standing in the Union within thirty (30) days of employment.

**3.02**      The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied in accordance with the Union constitution and/or by-laws, and owing by the employee to the Union. When no deduction for Union dues or assessment is made from an employee the reasons shall be shown on the check-off list. The amount of union dues paid by each employee in the tax year shall be included on that employee's T4 slip.

**3.03**      Deductions shall be made from the first pay date of the month and shall be forwarded to the

Secretary-Treasurer of the Union not later than five (5) working days after the deduction has been made, accompanied by a list of names and addresses of all employees from whose wages the deductions have been made. Names and addresses of new employees or changes in addresses of present employees shall be noted on the check-off list.

**3.04**

The Employer shall supply each new employee coming into the Bargaining Unit with an application card for Union membership. Such cards shall be supplied to the Employer by the Union.

**ARTICLE 4**

**EMPLOYER'S RIGHTS**

**4.01**

The Union recognizes that it is the exclusive function of the Employer to:-

- (a) Maintain order, discipline, and efficiency
- (b) Hire, classify, direct, transfer, promote
- (c) Discharge, lay-off, demote, and suspend or otherwise discipline employees for a just cause.

**4.02**

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment unless through just cause.

**ARTICLE 5**

**DISCRIMINATION**

**5.01**

The Employer agrees that there shall be no



discrimination, interference or coercion exercise or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, or handicap nor by reason of membership or activity in the Union. The terms set out in this Article shall bear the applicable definitions as set out in the Ontario Human Rights Code.

**ARTICLE 6 ~~UNION COMMITTEE AND STEWARDS~~**

**6.01** The Employer will recognize:

(a) Seven (7) Stewards, plus the Chief Steward to represent the following geographic areas of the county:

- |       |                    |     |
|-------|--------------------|-----|
| (i)   | Niagara Falls      | (1) |
| (ii)  | Fort Erie          | (1) |
| (iii) | Port Colborne      | (1) |
| (iv)  | Welland            | (2) |
| (v)   | Thorold            | (1) |
| (vi)  | Pelham & Wainfleet | (1) |

**6.01** (b) A Union Committee of five (5) employees, one (1) of whom shall be the President of the Union or the President's representative, a second shall be the

Chief Steward, and the rest as selected by the Union. If a grievance is to be considered, another may be the Steward concerned with the grievance. The Union Committee shall also deal with such matters as reviewing and amending this Agreement.

**6.02**

The Stewards and members of the Union Committee shall have been placed on the seniority list. The Union shall notify the Employer in writing of the names of its officers, Chief Steward, Stewards and the Union Committee.

**6.03**

Meetings between the Employer and the Union Committee shall be held at times mutually agreeable to both parties.

A statement outlining the matters for discussion will be submitted by each party not less than two (2) working days prior to the time of the scheduled meetings, except in cases of emergency.

**6.04**

The President of the Union or the President's representative, Chief Steward and Stewards have regular duties to perform on behalf of the Employer. No such employee will absent himself or herself from the employee's regular duties unreasonably in order to deal with grievance or other Union business, nor will he/she leave his/her regular duties without receiving permission from the Area Supervisor. Such permission to leave will not be unreasonably withheld.

**6.05**

In accordance with this understanding the Employer

will compensate the Union President or the President's representative, Chief Steward, Stewards and Committee Members for their time spent in servicing grievances and attending meetings during working hours, between the parties excluding arbitration.

**6.06**

Where an employee, committee, or Union Official is required to attend a meeting with the Employer, save and except meetings to process grievances, outside of their regular working hours, such time spent in attendance shall be classed as hours worked.

**ARTICLE 7**      **GRIEVANCE PROCEDURE**

**7.01**

It is the mutual desire of the parties that a complaint of an employee shall be adjusted as promptly as possible. It is understood that an employee has no grievance until the employee has first discussed his/her complaint with the immediate supervisor without satisfaction.

Should any difference arise between the Employer and any employee from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such difference without undue delay in the following manner:

**7.02**

**STEP 1**

In the first instance, an employee shall take up

any such grievance in writing directly with the Supervisor and/or Manager within ten (10) days of the event upon which the grievance is based. The Supervisor and/or Manager shall arrange for the presence of the employee's Steward. The Supervisor and/or Manager will render a decision in writing within five (5) days.

**7.03**

**STEP 2**

If not then settled in Step 1, the grievance may, within five (5) days, be submitted in writing to Asst. Superintendent - Plant Resources. The Chief Steward, accompanied if the employee wishes by the appropriate Steward, shall be given an opportunity to discuss the grievance with the Asst. Superintendent - Plant Resources within five (5) days of submission of the grievance.

The Asst. Superintendent of Plant Resources shall render a decision in writing within five (5) days of the discussion. The grievance shall specify the facts and the section or sections claimed to be violated or relied upon and decisions in Steps 2 and 3 shall specify the facts and reasons upon which the decision is based.

A group Grievance involving more than one employee may be initiated at Step 2.

**7.04**

**STEP 3**

If not then settled, the grievance may, within five (5) days be submitted in writing by the Union

Committee to the Director of Education, /to be dealt with at a meeting under Section '6.03 to be held within fifteen (15) days of the submission. The Board Committee will consist of the Director of Education, the Asst. Superintendent - Plant Resources, and two (2) trustees appointed by the Board Chair. At Step 3 and at meetings provided for in Section 6.03, there may be present a representative of the union if requested by either party. The decision of the Employer or the Union Committee in the case of an Employer grievance, shall be given in writing within ten (10) days after the meeting at which it was discussed.

## **7.05**

### **STEP 4 - ARBITRATION**

- (a) If the grievance is still not settled, the Union will notify the Employer within thirty (30) days of the reply in Step 3 of their desire to proceed to Arbitration.
- (b) The Parties will each appoint an Arbitrator within five (5) days after the notification from the Union has been received and will promptly advise the other party of the name of their nominee.
- (c) The two (2) nominees will then attempt to agree upon a Chairman and if they cannot agree within a further fifteen (15) days then such Chairman shall be appointed by the Minister of Labour at the request of either party.
- (d) Each of the parties hereto shall bear the expense

of the nominee appointed by it and the parties shall jointly bear the expense of the Chairman.

- (e) The Arbitrators shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decisions inconsistent with the provisions thereof.
- (f) The proceedings of the Arbitration Board will be expedited by the parties hereto and the decisions of the majority of such Board will be final and binding on the parties hereto. In case there is no majority of the Board, then the decision of the Chairman shall be similarly final and binding.
- (g) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required.

In such case, the Arbitration Board shall reserve

judgement on the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Board or the Union Committee in the case of an Employer grievance shall stand.

**7.06**

At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.

**7.07**

Within ten (10) days of the event upon which the grievance is based the Employer or the union may submit a grievance in writing to the other, alleging the violation of a term of this Agreement. Such grievance shall set out the facts and the Section or Sections claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 3 and the balance of the grievance procedure.

**7.08**

If a grievance is not submitted within the time limit provided, it shall be deemed to be abandoned unless the parties, by mutual agreement, agree to extend the time limits.

**7.09**

In this Article seven (7) days shall exclude Saturdays, Sundays and paid holidays.

**7.10**

Upon suitable notice and at a time suitable to the

Board and the employee: an employee shall have access to his/her personnel file. Any disagreement as to the accuracy of information contained in the file may be taken up with the Assistant Superintendent-Plant Resources. If the disagreement is not resolved to the satisfaction of the employee, recourse may be made through the grievance procedure and the eventual resolution thereof shall become part of the employee's record. An employee shall have the right to make copies of any material contained in his/her personnel record in the presence of a representative from the Staff Relations Department. The employee shall be responsible for the actual minimum costs of the photocopies.

#### **7.11**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union and the CUPE Representatives.

This notice shall include particulars of the work performance which led to such dissatisfaction.

If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regard to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation which may



be detrimental to an employee's advancement standing with the Employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

**ARTICLE 8 DISCHARGE AND DISCIPLINE**

**8.01**

Whenever the employer or a deputy deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the employee shall be given the warning in the presence of his/her steward and the employee and the Union shall be advised promptly in writing of the reason for such warning.

**8.02**

When an employee is discharged or suspended, he/she shall be given the reason in the presence of his/her steward. Such employee and the union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

**8.03**

(a) A claim by an employee that he/she has been unjustly disciplined shall be treated as a grievance at Step 2 of the grievance procedure if a written statement of such grievance is lodged with the Area Supervisor or his/her representative

within five (5) working days after the disciplinary action or within five (5) working days after the Union has been notified, whichever is later.

(b) A claim by an employee that he/she has been unjustly discharged shall be treated as a grievance as in 8.03(a) however, such a grievance shall be lodged at Step 3 in accordance with Article 7.04.

**8.04**

Such grievances may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitration Board.

**8.05**

After eighteen (18) months following the issuance of a letter of discipline, the employee may request, in writing, to the Assistant Superintendent - Plant Resources, that such notices of discipline be removed from the employee's personnel file, provided that there has been no recurrence of that or a similar incident within the eighteen (18) month period. The Assistant Superintendent - Plant Resources shall review the request and make a decision, which shall be neither arbitrary nor discriminatory, and shall notify the employee of that decision. This clause shall not apply to disciplinary actions taken with employees for inappropriate conduct towards students, unless the action is subsequently altered through the

grievance procedure.

**ARTICLE 9 NO STRIKES OR LOCKOUTS**

**9.01** During the life of this Agreement, the Union agrees there will be no strike and the Employer agrees that there will be no lockout.

**ARTICLE 10 SENIORITY**

**10.01** (a) Seniority is defined as the length of service with the Niagara South Board of Education or predecessor Boards and shall be used in determining preference or priority for promotions consistent with the provisions of Article 10.09 and for transfers, demotions, layoffs, and recall, seniority shall operate on a bargaining-unit basis.

**10.02** (a) The Employer shall maintain two (2) seniority lists showing the dates upon which each employee's service commenced. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year. Seniority List No. 1 shall contain the names of those employees regularly employed for more than twenty-four (24) hours per week. Seniority list No. 2 shall contain the names of those employees regularly employed for twenty-four (24) hours per week or less.

(b) Effective July 1, 1979, an employee who moves from Seniority List No. 2 to Seniority List No. 1 shall

receive a second appointment date co-incident with the date the employee commences working more than 24 hours per week. The second appointment date shall only be used in establishing length of continuous service among employees on Seniority List No.1.

**10.02**      **(c)** An employee who moves from Seniority List No.1 to Seniority List No.2 shall be credited with the earliest appointment date appearing on either list. Should such employee subsequently return to Seniority List No.1 he/she shall be credited with the appointment date previously shown on Seniority List No. 1.

Semi-annually, the Employer shall forward a list of casual employees to the Union.

This list shall show the length of employment of each casual employee.

The Board agrees to set up a committee consisting of equal representation from the Union and the Board to address the casual employees seniority.

**10.02**      **(d)** Should two or more employees seniority date be the same, the Employer shall determine the sequence alphabetically.

**10.03** Newly hired employees shall be considered on a probationary basis for a period of three (3) months, excluding July and August, from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of

this agreement except with respect to discharge, After completion of the probationary period, seniority shall be effective from the original date of employment with the employer.

**10.04**

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, or leave-of-absence approved by the Employer.

An employee shall lose his seniority in the event:

- 1.) He/She is discharged for just cause and is not reinstated.
- 2.) He/She resigns.
- 3.) He/She is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- 4.) He/She fails to return to work within seven (7) calendar days following lay-off and after being notified by registered mail to do so unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
- 5.) He/She is laid off for a period longer than two (2) years.

**10.05**

No employee shall be transferred to a position outside the bargaining unit without that employee's consent. If an employee is transferred to a position outside of the bargaining unit, the

employee shall retain and accumulate his/her seniority provided the transfer is for a period of six (6) consecutive months or less. After this period, which may be extended by the mutual agreement of the Union and the Employer, the transferred employee shall lose all seniority if he/she elects to remain in the position outside the bargaining unit.

**10.06**

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notices of the position on all bulletin boards for a minimum of seven (7) days in order that all members will know about the position and be able to make written application thereof. A new employee will not be hired to fill a specific vacancy until it has been determined that the position cannot be filled by a properly qualified member of the bargaining unit. Postings for vacancies shall include the name of the successful applicant to the previous posting. Except in appointments requiring the confirmation of the elected representatives of the Board, appointments shall be made within ten (10) working days of the closing date of the posting. The successful applicant and the Union shall be notified of the successful applicant for the job within five (5) working days of the appointment being made.

10.07 (a) Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.

In this section vacancies shall mean those of a long-term nature such as arise through resignation, new jobs, extended illnesses, etc., and shall include four (4) subsequent vacancies resulting from the original vacancy.

Notwithstanding the above, subsequent vacancies for full-time positions (40 hours per Week) will continue to be posted. If a job posting occurs during the months of July and August for the classification of Assistant Caretaker, a copy of the posting shall be sent to the home address of each Assistant Caretaker and Cleaner.

10.07 (b) If any further vacancies arise resulting from the subsequent vacancies, employees who indicate their interest in the position will be given consideration before new employees are hired.

10\*08 Both parties recognize:= 1.) the principle of promotion within the service of the Employer. 2.) that job opportunity should increase in proportion to length of service.

10.09 In making staff changes the following factors shall

be considered:

1. Length of continuous service
2. Knowledge, training, ability, skill and efficiency

When the qualifications, outlined in 2 above, of the senior applicant are sufficient to do the job in the opinion of the Board, then factor 1 shall govern. Employees on Seniority List No.1 shall have preference for full time positions over employees on Seniority List No.2.

**10.10**

The successful applicant shall be placed on trial for a period of three (3) months, conditioned on satisfactory service, such trial promotion shall become permanent after the period of three (3) months. Time worked when the schools are not in session shall be added to the trial period, except for an employee hired into a maintenance classification. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee determines he/she is unable to perform the duties of the new job classification or should the employee so choose, he/she shall be returned to his/her former position without loss of seniority or former salary and the next senior, qualified applicant shall be awarded the job. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned



to his/her former position without loss of seniority or former salary. An employee who is a successful applicant for a vacancy shall not be entitled to apply for any additional vacancy, more than once in a twelve (12) month period from the date of first appointment except where a promotion for such an employee is involved. This clause does not apply to lateral transfers in same job or classification.

**10.11**

In cases of promotion requiring higher qualifications or certification, the Employer shall give consideration to the senior employee who does not possess the required qualifications, but is preparing for qualification prior to filling of a vacancy. If such employee can legally and efficiently discharge the duties required of the position the employee will be given an opportunity to qualify within a reasonable length of time and to revert to the former position if the required qualifications are not met within such time.

**10.12**

The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment, within the bargaining unit.

**10.13**

An employee who has been incapacitated at work by injury or compensable occupational disease, or who through advancing years of temporary disablement is unable to perform his/her regular duties, will be

employed in other work if available which the employee can do without regard to other seniority provisions of this Agreement, except that such an employee may not displace an employee with more seniority.

**10.14**

Where possible the employer will inaugurate and maintain a system of "on-the-job" training so that every employee shall, have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising, to the position next senior to the employee's own.

**10.15**

No employee shall be transferred from one area to another without the employee's consent.

**10.16**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority; provided that the remaining employees are qualified to fill the remaining job classifications. Former employees shall be re-employed in order of their seniority providing they are qualified to do the work. A former employee may refuse a call back if the job offered does not provide the same rate of pay or regular hours of work as the job held prior to lay-off.

**10.17**

No new employees will be hired until those laid off have been given an opportunity of re-employment.

**10.18**

Unless legislation is more favourable, in the case

of lay-offs of ninety (90) consecutive working days or less, the Employer shall notify employees who are to be laid off five (5) full days before the lay-off is to be effective.

Where the duration of the lay-off is to exceed ninety (90) consecutive working days, the Employer shall notify employees who are to be laid off ninety (90) full days before the lay-off is to be effective. If the employee has not had the opportunity to work the time as provided in this Article, that employee shall be paid for the days for which work was not made available. This does not apply to employees who terminate their employment on notice of lay-off. The terms "Lay-Off" shall exclude instances of cancelled shifts caused by an act of God. In the event of school closures, the employees in the schools so affected shall be notified within fifteen (15) days of the final decision by the Board. The Employees so informed shall notify the employer within thirty (30) days of receipt of notice of their intention to exercise their seniority in accordance with Article 10.16. The provisions of this Article shall not apply to Employees who are displaced by other Employees exercising their rights under this Article.

**10.19**

In order that the operations of the Union will not become disorganized when lay-offs are being made,

members of the local executive board and the Chief Steward shall be the last persons laid off during their term of office so long as full time work which they are qualified to perform at their own or at a lower wage level is available.

**10.20**

Grievance concerning lay-offs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

**10.21**

An employee with seniority in the bargaining unit whose job is permanently affected by way of being discontinued or changed in a manner that will reduce the employee's rate of pay or regular hours of work may if that employee chooses, displace an employee with lesser seniority in any classification covered in this agreement provided he/she has the necessary qualifications. Other employees who are affected by such a move shall be allowed to exercise their seniority rights in the same manner. Any employee displaced will be notified by the Asst. Superintendent-Staff Relations & Services with information as to his/her rights under this clause. In the event an employee is unable to find a suitable position due to being displaced the employee shall be considered laid off.

Time limits will be as set out in Article 10.06 of this Agreement.

**ARTICLE 11 LEAVE-OF-ABSENCE**

**11.01**

The employer may grant to employees, leave-of-absence without pay, for satisfactory reasons, Request for leave-of-absence shall be in writing and shall be submitted in advance of the commencement of the leave, unless the circumstances make it impossible to do so.

**11.02**

- (a) Employees elected or selected by the Union to attend Union conventions, conferences and meetings of the Bargaining Committee shall, where reasonably possible, be granted leave-of-absence without pay for same, provided the Employer is given reasonable notice. No more than six (6) employees may be absent at any one time and such leaves without pay shall not total more than sixty (60) working days collectively in any calendar year excluding travelling time, Not more than one (1) employee shall be from any one (1) functional section of a department.

The Employer shall continue to pay the employees regular wages and benefits during such leave and shall bill the Union for the cost of same. The Union shall reimburse the Board for such cost.

- (b) In addition to the leave provided in 11.02(a) above, the Employer shall grant, upon reasonable notice, leave of absence without pay and without loss of seniority, to an employee who is elected or selected to serve on the Provincial or Federal

Executive Committee of the Union.

**11.03**

Requests for leaves-of-absence in accordance with Article 11.02 shall be made in writing by the Union to the Asst. Superintendent-Staff Relations & Services of the Board.

**11.04**

The Union President or the President's representative shall be allowed up to four (4) hours with pay to attend the funeral of an employee covered by this Agreement.

**11.05**

Upon receipt of reasonable notice and contingent upon the requirements of its operations, the Employer shall grant leave-of-absence, without pay, and without loss of seniority to only one employee who is elected or selected for a full time or part time position with C.U.P.E. or O.F.L. or Canadian Labour Congress for a period of not more than one (1) year.

The employee shall be entitled to return to his/her former position at the expiration of the period, or to another position in accordance with his/her ability and seniority if the employee's former position is not available. This leave-of-absence may be extended for a further period of one (1) year without loss of seniority, in which case the employee shall return to his/her former position.

**11.06**

A female employee who has at least thirteen (13) weeks of seniority, who becomes pregnant and notifies the appropriate Supervisor in writing with

supporting medical documentation, a minimum of two, (2) weeks in advance of the commencement of the leave, shall be granted a leave-of-absence without pay for up to thirty-five (35) weeks in duration. The employee may commence this leave up to seventeen (17) weeks before the expected birth date. Notwithstanding the foregoing, this leave provision may be modified due to pregnancy complications before the expected due date. The duration of the leave may be amended if the employee submits a written request at least four (4) weeks prior to the return to work date. In no case shall the leave be extended beyond thirty-five (35) weeks.

She shall report for work upon termination of such leave-of-absence or extension and following a minimum of two (2) weeks notice of her intention to return to work, at which time such employee will be placed in her original position or a comparable one in terms of work, setting, level of responsibility and remuneration.

**11.07**

An employee who is a parent as defined by Employment Standards Act, and has not been granted a leave pursuant to 11.06 or 11.08 and who has at least thirteen (13) weeks seniority, shall be granted an unpaid leave of absence not to exceed eighteen (18) consecutive weeks in duration, if requested in writing a minimum of two (2) weeks in

advance of the date the parental leave is to begin. Such notification shall be submitted to the appropriate Supervisor. The parental leave may not begin any later than thirty-five (35) weeks after the date of birth of the child and may be amended if the employee gives the appropriate Supervisor at least four (4) weeks prior written notice of the change.

**11.08**

Adoption leave, without compensation, upon request shall be granted to an employee who adopts a child and has at least thirteen (13) weeks seniority, provided that the employer has received advance notification, where possible, in writing, of at least two (2) weeks prior to the date on which the child comes into the care or control of the parent. The employee shall notify the appropriate Supervisor, in writing, of the last day to be worked on the understanding that it may be necessary for the employee to commence leave immediately when the child becomes available. The duration of the leave shall be consistent with the provisions of Article 11.06.

**11.09**

Benefits as outlined in Article 22 (excluding Long Term Disability) shall be continued as specified in Note 2 to Schedule A, if the employee is a participant in the Benefit Plan prior to the commencement of the leave. In the case of a leave-of-absence granted in accordance with 11.06, an



employee may receive up to thirty-five (35) weeks of benefit coverage (at the applicable rate paid by the Board and subject to the approval of the insurance carrier). Seniority shall also continue to accrue during leave period to a maximum of thirty-five (35) weeks.

In the case of a leave-of-absence granted in accordance with 11.07 or 11.08, an employee may receive up to eighteen (18) weeks of benefit coverage (at the applicable rate paid by the Board and subject to the approval of the insurance carrier). The remaining portions of benefit coverage during unpaid leaves granted in Article 11.08 may be continued if applicable, at the employee's expense. Seniority shall continue to accrue during the leave period in both Articles 11.07 and 11.08, to a maximum of eighteen (18) weeks.

**ARTICLE 12 CLASSIFICATION AND SALARIES**

**12.01** Positions shall be classified and salaries shall be paid during the term of this Agreement, in accordance with **Schedule "A"** which is attached to and which forms part of this Agreement.

**12.02** Existing classifications shall not be eliminated without prior agreement with the Union.

**12.03** When any classification is changed or where the union or an employee feels he/she is incorrectly

classified or when any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Board and the Union.

If the Parties are unable to agree on the classification or rate of pay of the job in question, such dispute shall be subject to the grievance procedure.

**ARTICLE 13 HOURS OF WORK**

**13.01** The regular work week for existing classifications as defined in Schedule "A", shall consist of five (5) eight (8) hour days from Monday to Friday.

No eight (8) hour position shall be split into part-time positions without prior disclosure of rationale and consultation with the Union.

**13.02** Starting and stopping times shall be as attached hereto in Schedule "B" and forming part of this Agreement.

**13.03** The Employer does not guarantee the above standard or other hours of work. But before any permanent change is made in stopping or starting times, or new or difference shifts are established, there will be prior notice, discussion and agreement with a Union Committee of three (3). Except as to the size of the committee, the meeting will be in accordance with Article 6.03. If the parties are unable to reach an agreement, the matter may become

the subject of a grievance at Step 3 of the Grievance Procedure.

**13.04**

No casual employee or student will be employed within a school or functional department while regular employees are on layoff until the Employer has first attempted to offer the available work to regular part-time employees in that school or functional department.

**ARTICLE 14 OVERTIME**

**14.01**

An employee shall be paid at the rate of:

- (a) Overtime at time and one-half for hours worked in excess of
  - (i) the standard eight (8) daily hours
  - (ii) forty (40) hours per week
- (b) Time and one-half for Saturday
- (c) Double time for Sunday
- (d) Double time for Statutory Holidays.

**14.02**

The Employer shall periodically review the overtime worked by all employees within a particular facility and attempt to ensure that such overtime is divided equally among employees who are willing and qualified to perform the available work.

**14.03**

Employees required to work more than three (3) hours unscheduled overtime, which is not separated from a scheduled shift, shall be provided with a meal allowance of six dollars (\$6.00).

**14.04**

Quarterly, the Assistant Superintendent of Plant

Services; the President of the Local; and the Chief Steward shall meet and review the allocation and distribution of overtime assignments. Copies of overtime sheets will be forwarded to the Union monthly.

**ARTICLE 15 VACATIONS**

**15.01** Employees shall receive vacations and vacation pay on the following basis:-

Years of Service

By September 30

Vacation & Pay

Less than 1 year

1 working day per month to a maximum of 10 days with pay

1 year but less than 3 years

2 weeks

3 years but less than 10 years

3 weeks

10 years but less than 18 years

4 weeks

18 years but less than 26 years

5 weeks

26 years and over

6 weeks

The Vacation Period shall commence on July 1st of each year and terminate on August 31st of each year. All vacations must be taken during this period or the March School Break unless otherwise agreed to by both the Employer and the Employee. Where vacations conflict within a functional department, they shall be determined by seniority of service with the Employer.

**15.02** (a) Employees with three (3) weeks vacation shall be

entitled to take one (1) week's vacation anytime during the calendar year, however, in scheduling such vacation, no more than four (4) employees in each of the eastern and the western regions, for a total of eight (8) employees, shall be on vacation at any point in time.

(b) Employees with ten (10) years service shall be entitled to take one (1) week vacation anytime during the calendar year, however, in scheduling such vacation, no more than one (1) employee in a functional department or school shall be on vacation at any point in time.

(c) Employees with twenty (20) years service shall be entitled to take two (2) weeks vacation anytime during the calendar year, however, in scheduling such vacation, no more than one (1) employee in a functional department or school shall be on vacation at any point in time.

(d) Maintenance department employees with more than two (2) weeks vacation entitlement must take at least two (2) of those weeks during the months of July and August.

**15.03**

Effective September, 1, 1993, where vacation is taken outside of the months of July and August, one (1) week's vacation may be taken, one day at a time, provided the employee gives a minimum of two (2) working day's prior notice.

**15.04**

The vacation pay to which a deceased employee was

entitled at the time of his/her death shall be paid to the employee's estate.

**15.05** Upon submission of acceptable medical documentation, the Employer shall approve sick leave to be substituted for vacation time when an employee has become incapacitated by sickness or accident and the documentation has been received by the Board prior to commencing his/her vacation. Where an employee is hospitalized during his/her vacation, the Employer, upon receipt of acceptable medical documentation, shall allow the substitution of sick leave during the period of confinement to hospital.

**ARTICLE 16**      **PAID HOLIDAYS**

**16.01** Each employee shall be entitled to a holiday with pay as follows:-

- all normal working days
- December 24th through December 31st, providing school classes are not in session
- New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, provided that:

- (a) the employee has worked on his/her regularly scheduled shifts immediately preceding and succeeding the paid holiday unless written permission is obtained from the Area Supervisor.
- (b) provided he/she has worked in the week in which the holiday is observed unless the employee is on

vacation.

- (c) the holiday shall be observed on the same date as provided by statute or proclamation.
- (d) Where, during the term of this Agreement, the annual number of paid holidays under this Article 16.01 is less than 14, the Board shall designate such additional days as paid holidays to provide an aggregate maximum of 14. Such additional paid holidays shall be observed Board-wide during a period when school classes are not in session.
- (e) Provided a part-time employee has been working full-time for a ten (10) day period immediately prior to a paid holiday, the employee shall be paid full-time for the paid holiday.

**16.02**

An employee who works on the day of observance of one of the paid holidays shall receive in addition to the pay provided in Section 16.01, double the employee's wage rate for all hours worked on the paid holiday.

**16.03**

If a paid holiday is observed during an employee's vacation, such employee shall either be given another day's vacation with pay or wages in lieu thereof.

**16.04**

If a paid holiday falls during an employee's time of paid sick leave, such employee shall receive his/her holiday pay and no time shall be deducted from accumulated sick leave.

**ARTICLE 17 COMPASSIONATE LEAVE**

**17.01** (a) An employee shall be granted up to three (3) days leave-of-absence with pay to attend the funeral of an immediate relative which shall mean the employee's brother, sister, parent, step-parent, spouse, child, mother-in-law, father-in-law, brother/sister-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, or other kin residing in the household.

If the employee is unable to attend the funeral he/she shall be allowed one (1) day with pay for the purposes of mourning.

(b) Four (4) hours for acting as a pallbearer at a funeral.

**17.02** An employee shall not be entitled to the benefits of Article 17.01 when he/she does not attend the funeral of the immediate relative or fails upon request to furnish the Employer with reasonable proof of death and of attendance at the funeral.

**17.03** (a) The Assistant Superintendent-Plant Resources shall grant leave of absence without loss of salary or sick leave credits

(i) when it is necessary for the employee to attend on the day that an adopted child or an employee's newborn child is brought home or to be present during the delivery of the employee's child;

(ii) when required to undergo an examination for



- the continuance or upgrading of a license or certificate relating to the classification in which the employee is currently employed;
- (iii) purposes of attending a training course approved for the employee by the employer.
- (b) The Assistant Superintendent - Plant Resources may grant compassionate leave for up to five (5) days per employee per year for:
- (i) purposes of extending the time provided in Article 17.01 where necessitated by circumstances or distances involved;
- (ii) for other personal reasons not covered in Article 17.01.
- (c) Leaves of absence granted under Article 17.03 shall be subject to an aggregate maximum of five (5) days per employee per year.

**ARTICLE 18 JURY DUTY**

**18.01**

An employee called for Jury Duty or Subpoenaed as a court witness shall be absent from work only to such reasonable extent as will allow the employee to carry out his/her duties. Such an employee will be paid the difference between his/her standard scheduled hours times the employee's rate and the payment received for such Jury Duty or witness fees, excluding mileage and meal expenses.

**ARTICLE 19 SHIFT PREMIUMS**

**19.01**

Effective July 1, 1991, employees shall receive a premium of:

- (a) Forty (**40**) cents per hour for each hour worked on a shift starting between 11:00 a.m. and 6:00 p.m.
- (b) Forty-five (**45**) cents **per** hour for **each** hour **worked** on a shift starting after 6:00 p.m. but before 4:00 a.m.

**ARTICLE 20 TRANSFERS**

**20.01**

An employee temporarily transferred to a classification at a higher rate shall receive that rate after one (1) hours work in that classification.

**ARTICLE 21 CALL IN PAY**

**21.01**

- (a) An employee who **is** called back to work due to an emergency outside the employee's working hours shall be paid a minimum of three (3) hours at overtime rates.

The definition of an emergency shall be interpreted as an act of God, vandalism or a break-down of plant equipment.

- (b) An employee **who** is called back to work for any reason other than mentioned in (a) will be paid a minimum of two (2) hours at overtime rates.
- (c) Where a Chief Custodian II is to be absent from regular duties for an extended period of time, five

(5) or more days, and a Relief Caretaker has been assigned to replace for the period of absence, the Employer will substitute the name, address and telephone number of the Relief Caretaker for call-in purposes.

**ARTICLE 22 GENERAL WELFARE PROGRAM**

**22.01** The General Welfare Plan shall consist of:-

**Item 1** Semi-private Hospital Supplement (Existing Policy or Equivalent)

**Item 2** Extended Health Care Plan, nil deductible (Existing Policy or Equivalent) with provisions for \$200.00 in two consecutive calendar years, no deductible, for prescription eyeglasses or contact lenses and provisions for hearing aids.

**Item 3** Group Life Insurance in an amount of twice the employee's basic annual earnings increased to the next highest \$1000.00 as provided under the Existing Policy or Equivalent.

**Item 4** Dental Care Plan - Current O.D.A. Schedule of Fees (kept up to date as changed from time to time) coverages as provided under Existing policy or Equivalent.

**Item 5** Long Term Disability Insurance - benefits as per existing policy with a waiting period of six (6) months or the expiry of cumulative sick leave credits whichever occurs later, for claims occurring after December 31, 1990.

**22.02**

An employee on authorized ~~leave-of-absence~~ of one (1) month or less, or absence due to uncompensated illness or accident shall continue to be eligible for the General Welfare Program if the employee pays his/her share of the cost to the Employer by the fifteenth (15th) day of each month or by some other arrangements satisfactory to the Employer. Such provisions, in the case of uncompensated illness or accident will continue for a period of time equal to one (1) month of such payment for each year of credited seniority under this Agreement,

**22.03**

An employee laid off or terminated, other than retirement, shall cease to qualify for the above benefits at the end of the calendar month in which the employee is laid off or terminated, however, where a lay-off is of a temporary nature, the person laid off may continue under the program by paying the total cost to the Employer by the fifteenth (15th) of each month, if so arranged with the Employer.

**22.04**

The Employer shall pay 100% of Items 1 to 5 in Article 22.01 for active full-time employees. Where an employee is in receipt of benefits in accordance with Item 5, the Board shall continue to pay the full cost of premiums for Items 1 to 3 until the employee elects to receive O.M.E.R.S. pension. "Full-time employee" in this Article

means employed for more than twenty-four (24) hours per week.

**22.05**

The Board shall continue the benefits and pay the full cost of premiums for Items 1 to 3 in Article 22.01 until age 65 for employees retiring early, after January 1, 1987, with O.M.E.R.S. "90" Factor. However in such cases, the amount of Group Life Insurance shall be equivalent to one (1) times the employee's basic annual earnings at the time of retirement, increased to the next highest \$1000.00 as provided under the Existing Policy or Equivalent.

**22.06**

- (a) A regular employee returning to work after having been on sick leave or Workers' Compensation must produce medical documentation satisfactory to the employer clearly certifying any medical restrictions limiting the employee's ability to perform bargaining unit work.
- (b) Subject to the employee's ability to meet the normal requirements of the position, employees shall have a right to return to their former position provided the period of absence has been for less than one (1) year or the expiry of the employee's sick leave credits whichever is greater.
- (c) Where the period of absence exceeds that set out Article 22.06 (b), the returning employee will be entitled to exercise seniority rights to displace an employee with lesser seniority provided that the

returning employee possesses the ability to meet the normal requirements of the position.

**22.07**

Effective September 1, 1993, part-time employees shall be eligible to apply to participate in the items identified in Article 22.01, save and except Item 5 - Long Term Disability Insurance, provided the employee pays the full cost of premiums for a minimum period of two (2) years. If a part-time employee elects coverage, all premiums shall be deducted from that employee's pay.

In the event that a part-time employee is on leave of absence without pay including, sick leave where sick leave credits have been exhausted, that employee shall pay the required premiums to the Board within thirty (30) days. Failure to remit the required premiums shall result in the automatic discontinuance of benefits.

**ARTICLE 23**

**SICK LEAVE ALLOWANCE**

**23.01**

- (a) Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, quarantined because of exposure to contagious disease or because of an accident for which compensation is not payable under the Worker's Compensation Act.

An employee may be required to produce a certificate or certificates from a qualified Medical Practitioner for any such absence,

certifying the reason for such absence and that the employee is unable to report for work.

- (b) Where an employee is returning to work after sick leave for five (5) days or longer, the employee shall produce a certificate from a qualified Medical Practitioner certifying that he/she is fit to return to duty.
- (c) No payment under this section shall be made to an employee while such employee is on leave-of-absence granted under Article 11 of this Agreement.

**23.02**

- (a) An employee shall be entitled to twenty-six (26) days sick leave per calendar year.
- (b) An employee commencing service with the Employer during any calendar year shall be entitled to two (2) days sick leave for each complete calendar month worked during such year, subject to the sick leave not being available until the employee has been placed on the seniority list.

**23.03**

One hundred per cent (100%) of the unused sick leave may be accumulated to a maximum of 390 days.

**23.04**

Employees working twenty-four (24) hours or less per week shall be granted a sick leave allowance pro-rated in proportion that their hours of work bear to a normal forty (40) hour work week. The following table lists allowance for daily hours worked from 2 to 4.5.

<u>Weekly Hours</u>	<u>Weekly Sick Leave Allowance</u>	<u>Annual Allowance</u>	<u>Maximum Hours Accumulation</u>
10	1.00	52	560
12.5	1.25	65	700
15	1.50	78	840
17.5	1.75	91	980
20	2.00	104	1,120
22.5	2.25	117	1,260

**23.05**

An employee shall, on the first day of illness, report or cause to report such illness to a designated person as follows:

Part-time - One (1) hour prior to employee's normal starting time except in cases of emergency.

Full-time (day shift) - One (1) hour prior to normal starting time except in cases of emergency.

Full-time (afternoon shift) - Two (2) hours prior to normal starting time except in cases of emergency.

**23.06**

Payment out of accumulated credits under the Sick Leave Plan shall be made only for illness,



quarantine or non-compensable accident establishe under Section 23.01 except that a payment under Section 24.01(a) shall be made to the estate of an employee who dies while in the service of the Employer.

**23.07**

Each employee shall be supplied within the first three (3) months of each year with a report of the balance of his/her sick leave credits on record.

**ARTICLE 24 BENEFITS UPON TERMINATION**

**24.01**

- (a) Fifty percent (50%) of the employee's accumulated sick leave credits, to a maximum of one-half years salary shall be paid to an employee on retirement after twenty (20) years of service.

A retiring employee with less than twenty (20) years but more than three (3) years of service shall be entitled to a payment of one-twentieth (1/20) of the above amount for each year of service.

- (b) Fifty percent (50%) of the employee's accumulated sick leave credits, to a maximum of one-half years salary shall be paid to an employee upon termination of employment for reasons other than retirement or discharge for cause, after twenty (20) years of service. A terminating employee with less than twenty (20) years but more than ten (10) years of service shall be entitled to a payment of one twentieth (1/20) of the above amount for each

year of service.

- (c) Payment under section 24.01(a) or (b) shall be made as soon as possible following termination but in any event not later than January 31st of the following calendar year.

**ARTICLE 25      PAY DAYS**

**25.01**            The Employer agrees to pay every second week on Friday.

**25.02**            The Employer agrees to maintain its current practice of compensating part-time employees from accrued vacation entitlements while on lay-off during Christmas and March Break. Such payments shall be taken from accrued vacation entitlements normally payable during the vacation period and shall not exceed the entitlements outlined in Article 15.

**ARTICLE 26      ON CALL PAY**

**26.01**            An employee shall receive four (4) hours pay at his/her regular straight time rate for each day he/she is "on call" at the written request of the Area Supervisor of Maintenance or Caretaking.

**26.02**            An employee who is to use his/her own vehicle in service of the Board while on the job will be compensated in accordance with the mileage rate established by the Employer's policy for all employees. Such travel and transportation must

have prior approval by the employee's supervisor.

**ARTICLE 27 GENERAL**

**27.01**

The Employer will provide bulletin boards for the posting of notices pertaining to Union matters in all schools and maintenance shops.

**27.02**

**Use of Board-Owned Vehicles For Maintenance and Grounds Staff**

- 1.) Employees assigned to work principally in one of the geographic service areas shall report to work at the appropriate maintenance depot and be furnished with a vehicle for use on the job, if required, by the Area Supervisor,
- 2.) Should an employee be required to work at the same job site for an extended period of time (two or more consecutive working days), such employee shall be permitted to take the Board-owned vehicle home during such assignment(s) and shall report directly to the job site or appropriate maintenance depot as directed by the Area Supervisor concerned.
- 3.) Employees required to service the entire jurisdiction of the Niagara South Board of Education on a regular basis shall be permitted to take the Board-owned vehicle home and shall report directly to the job site or appropriate maintenance depot as directed by the Area Supervisor concerned.

**27.03**

Effective July 1, 1985, if the Employer cancels shifts due to inclement weather, any employee so

affected shall be paid full wages for his/her regular shift.

**27.04**

The Employer and the Union recognizes that mental illness, alcohol and drug addiction are medical disorders that may have a negative affect on performance in the work place. They further recognize the social, personal and economic problems associated with them. Accordingly, the parties agree to establish a joint Rehabilitation Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to establish procedures for dealing with these problems in the work force.

**ARTICLE 28**     ~~**SAFETY, HEALTH AND SANITATION**~~

**28.01**

The Employer shall observe all reasonable precautions for the safety, health and sanitation of its employees and shall supply such equipment as is necessary for these purposes.

All employees shall co-operate with the Employer in the prevention of accidents and shall from time to time make representation to the Employer as to the prevention of accidents.

**28.02**

Where possible, proper accommodations shall be provided for employees to have their meals and keep their clothes.

**28.03**

When an employee is required by the Employer to undergo an examination by a physician or when an

employee requires an examination by a physician in order to maintain or qualify for a license for a job covered by this Agreement the Employer shall reimburse the employee for any charges **for** the above examinations not covered by O.H.I.P.

**28.04**

The Employer and the Union shall establish a joint health and safety committee consisting of three members appointed by the union and three members appointed by the Employer.

Meetings shall be held quarterly or as required. An agenda shall be provided one week in advance of the date of the meeting.

Meetings held during working hours shall be without loss of wages or benefits.

**ARTICLE 29 WORK AND PROTECTIVE CLOTHING**

**29.01**

- (a) The Employer shall supply annually to all male full-time caretaking and maintenance employees, two pair of uniform trousers and three uniform shirts (two long sleeve and one short sleeve). The Employer shall supply, annually, to all male part-time caretaking and maintenance employees, one pair of uniform trousers and two uniform shirts (one long sleeve and one short sleeve). The Employer shall supply, annually, to all female full-time caretaking and maintenance employees, **two** pair of uniform slacks and three **smocks** or shirts. **The** Employer shall supply, annually, to all female

part-time caretaking and maintenance employees, one pair of uniform slacks and two smocks or shirts.

In addition, employees shall be supplied with coveralls as and when required and Painters shall receive one (1) additional pair of uniform trousers.

(b) No new substance shall be brought into the workplace for a trial period or general use until a Safety Data Sheet on the product has been forwarded to the Health and Safety Committee and the Committee approves its use.

(c) Upon presentation of an approved receipt, the Board shall reimburse employees required by legislation or the employer to wear protective footwear. Such footwear must be C.S.A. approved and the maximum reimbursement shall not exceed \$75.00 in a calendar year or \$150.00 in two (2) consecutive calendar years. Employees purchasing footwear under this Article shall be required to wear them at all times while in the service of the Employer.

(d) A joint committee consisting of three (3) representatives of the Union and three (3) representatives of the Employer shall be established to review uniform requirements for the year 1992. The committee shall be empowered to implement clothing substitutes for the above uniform items within the costs currently allocated for standard uniform items as listed in Article

29.01 (a).

**ARTICLE 30 PENSIONS**

**30.01** The Employer shall continue the present pension plans which are:-

- (a) Ontario Municipal Employees Retirement System
- (b) Canada Pension Plan.

**ARTICLE 31 UNEMPLOYMENT INSURANCE**

**31.01** The Employees will continue to be covered by the Unemployment Insurance Act.

**ARTICLE 32 VOTING TIME FOR GOVERNMENT ELECTIONS**

**32.01** An employee shall be entitled to three (3) consecutive hours for the purpose of voting at any federal, provincial or municipal elections or referendum. If the normal hours of employment do not allow this, such additional time shall be given at the convenience of the Employer, as may be necessary to provide such three (3) hours while the polls are open. The Employee shall suffer no loss of pay for such absences.

**ARTICLE 33 REST PERIODS**

**33.01** All employees shall be permitted a fifteen (15) minute coffee break for each four (4) hours of work, provided that all such coffee breaks are taken on the Board's premises except as may be

otherwise approved by the Employer.

**ARTICLE 34 NOTICES**

**34.01** Each employee shall keep the Employer informed of his/her current address and telephone number.

**34.02** All correspondence dealing with policy between the parties arising out of these agreements or incidental thereto, shall pass to and from the Asst. Superintendent-Staff Relations & Services of the Board and the Secretary of the Union with a copy to the C.U.P.E. Area Office.

**ARTICLE 35 CONTRACTING OUT**

**35.01** The Employer agrees that no employee on staff will have his/her regular hours of work reduced, his/her regular rate of pay reduced, be laid off or have his/her employment terminated as the result of any work now being performed by the Employer being subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, company or non-unit employee.

**ARTICLE 36: TRAINING PROGRAMS**

**36.01** Employees hired as an Assistant Caretaker on or after January 1, 1991 will be required to complete the Board's Basic Training Course in Custodial/School Maintenance within one (1) year of the employee's date of hire.



**36.02**

Employees appointed to the positions of Caretaker, Relief Caretaker, Combination Caretaker - C.O.E., Leadhand Caretaker, Chief Custodian II or Chief Custodian I on or after July 1, 1992 will be required to have completed the Board's Advanced Caretaking Course.

**ARTICLE 37:**      **DURATION OF AGREEMENT**

**37.01**

This Agreement shall become effective as of January 1, 1993 and shall remain in full force and effect until December 31, 1994.

**37.02**

This Agreement shall be automatically renewed from year to year thereafter, unless notice by registered mail is given by either party to the other party for amendment in the ninety (90) day period prior to December 31, 1994 or any anniversary of such date.

**37.03**

In the event of notice being given negotiations shall begin within fifteen (15) days following receipt of notification or unless mutually agreed otherwise.

**37.04**

During negotiations upon any proposed new or revised Agreement, this Agreement shall remain in full force and effect until a new or revised Agreement is signed or until the conciliation procedure outlined in the Labour Relations Act has been completed.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this 14TH DAY OF JUNE 1993.

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES. LOCAL 468

FOR THE NIAGARA SOUTH  
BOARD OF EDUCATION

John Humphrey  
J. Arayoni  
Thomas Albano  
Frank [unclear]  
Robert J. [unclear]  
Don [unclear]

[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]

**SCHEDULE "A" -****CLASSIFICATIONS AND WAGE RATES**

<b><u>WAGE LEVEL</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE EFFECTIVE JANUARY 1, 1993 THROUGH DECEMBER 31, 1994</u></b>
1A	Maintenance Assistant	\$18.45
B	Electronic Repairer Energy Systems Mechanic	18.35
C	Electrician Plumber Grounds Assistant Carpenter Maintenance Mechanic	18.05
D	Leadhand Painter	16.00
E	Painter	15.64
2A	Chief Custodian I	16.00
B	Combination Caretaker - C.O.E.	15.64
C	Chief Custodian II	15.24
3	Supply Labourer - Caretaker Bus Driver Leadhand Caretaker	14.96
4	Delivery Labourer Grounds Labourer Combination Caretaker - S.E. Relief Caretaker	14.77
5	Caretaker General Labourer	14.45
6	Assistant Caretaker	13.00
7	Cleaner	11.57

**NOTES TO SCHEDULE "A"**

**Note One** The Provisions of Article 19 do not apply to employees employed for less than thirty-five (35) hours per week.

**Note Two** Employees shall be paid for building or security checks during \$,reek-ends and holidays on the following basis:-  
Building Check - 3 hours at straight time per day

**Note Three** The Employer, shall at its discretion, appoint temporary leadhands in some maintenance classifications. The wage rate while on such an assignment will be the employee's present rate plus an additional twenty-three (23) cents per hour.

**Note Four** The Union will be notified within fifteen (15) working days of the appointment of all leadhands.

**Note Five** The Employer upon receiving an official receipt, shall reimburse employees for the cost of maintaining trades licenses where such licenses are required by the Employer.

**SCHEDULE "B"      HOURS OF WORK**

**B-1**            The normal hours of work shall be:

Maintenance Employees	8:00 a.m. to 4:30 p.m. (half-hour lunch)
Chief Custodians	8:00 a.m. to 4:30 p.m. (half-hour lunch)
Shift Caretakers      *	7:00 a.m. to 3:00 p.m. 3:00 p.m. to 11:00 p.m.
Cleaners & Assistant Caretakers	as presently established

\* Relief Replacement Personnel may be required to work 8:00 a.m. to 4:00 p.m. if assigned on a short term basis to a secondary school.

**B-2**            The hours of work during the March Break and the week prior to Labour Day shall be:

Full-Time Employees	8:00 a.m. to 4:00 p.m. (20-min. lunch)
Part-Time Employees	as presently established

**B-3**            The hours of work during the period commencing the first full week of July and concluding on the Friday prior to the week prior to Labour Day shall be as outlined in B-2 above, with full-time employees receiving every second Friday off on a rotational basis. To qualify for the above-mentioned every second Friday off, the employee is required to have been actively at work for the nine (9) consecutive working days: (eight (8) consecutive working days where a paid holiday falls within the period), prior to the day off.

Notes to Schedule "B":

1. The hours of work outlined in Schedule B-3 shall be applied without reduction in the regular weekly rate of pay and shall apply to any part-time employee who is temporarily reassigned to full-time employment during the applicable period.
  
2. In order to ensure staffing levels to adequately meet the programming and security needs of the individual schools concerned it may be necessary to adjust the provisions contained herein in accordance with Article 13.
  
3. During system-wide professional development days, employees shall work in accordance with Schedule B-2.

LETTER OF UNDERSTANDING NO. 1

Whereas the nature of much of the work performed in the Grounds Department of the Board is seasonal and not of an ongoing or continuous nature:

The Canadian Union of Public Employees, Local 468, recognize the right of the Niagara South Board of Education to supplement the permanent staff of the Grounds Department from May 1 through to October 31 through the use of temporary personnel and exempt such persons from the provisions of the Collective Agreement between the Parties.

The Niagara South Board of Education guarantees that the employment of temporary personnel in the Grounds Department shall not result in the layoff or reduction in hours of any permanent employee.

on behalf of:

Canadian Union of Public Employees  
Local 468

John Humphreys  
J. J. Rayburn  
Dominic Allwood  
Frank [unclear]  
[unclear]  
[unclear]

on behalf of:

Niagara South  
Board of Education

[unclear]  
[unclear]  
[unclear]  
[unclear]  
[unclear]

dated this 14<sup>th</sup> day of JUNE 19 93, at WELLAND Ontario.

LETTER OF UNDERSTANDING NO. 2

A Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer shall be established to investigate the creation of a single seniority list to replace the current List No. 1 and List No. 2. The results of this investigation shall be referred to the negotiating committee for ratification by the Union membership and the Niagara South Board of Education.

on behalf of:  
Canadian Union of Public Employees  
Local 468

on behalf of:  
Niagara South  
Board of Education

*J. Humphrey*  
*J. Raymond*  
*Dominic Allonnie*  
*Frank [unclear]*  
*[unclear]*  
*[unclear]*

*[unclear]*  
*[unclear]*

dated this 14<sup>th</sup> day of JUNE 19 93, at WELLAND Ontario.



LETTER OF UNDERSTANDING NO. 3

In recognition of the agreement of the Parties to maintain, without adjustment, the wage levels in effect on December 31st, 1992 through the calendar years 1993 and 1994; the Board agrees for the period from the date of Union ratification to December 31st, 1994 that no employee currently covered by the Collective Agreement shall be laid-off or have their hours reduced. The Board's current practice regarding temporary lay-offs, while school classes are not in session, shall continue but shall not be increased beyond current levels.

on behalf of:

Canadian Union of Public Employees  
Local 468

*John H. Hughes*  
*D. Raylani*  
*Dominic Allouche*  
*Sam B...*  
*Gene...*  
*Don...*

on behalf of:

Niagara South  
Board of Education

*W. D. ...*  
*M. ...*

dated this 14<sup>TH</sup> day of JUNE 19 93, at WELLAND Ontario.

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