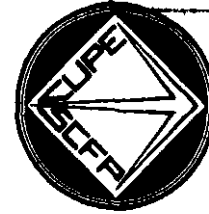




SOURCE	comp		
EFF.	98	07	01
TERM.	01	08	31
No. OF EMPLOYEES	170		
NOMBRE D'EMPLOYÉS	170		



COLLECTIVE AGREEMENT

BETWEEN

LONDON DISTRICT CATHOLIC SCHOOL BOARD
(Hereinafter called the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
ON BEHALF OF ITS LOCAL 4186

CUSTODIAL AND MAINTENANCE UNIT
(Hereinafter called *the* "Union")

JULY 1, 1998 TO AUGUST 31, 2001

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ARTICLE 1: PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees covered by this Collective Agreement and to provide an orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.01 The Union recognizes and acknowledges that the management of the operations and direction of the work force are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, layoff, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he/she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) make, enforce and alter from time to time rules and regulations to be observed by the employees. The Employer shall discuss all rule alterations with the Union/Management Committee referred to in Article 11 prior to or within thirty (30) days of making such alterations.
 - (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of services, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain with the Employer except as specifically limited by the express provisions of this Agreement.
- 2.02 The Employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the express provisions of this Agreement and acknowledges the right of the Union to the grievance procedure in the manner and extent hereinafter provided.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all non-teaching employees of the Employer engaged in Custodial and Maintenance services, save and except supervisors and persons above the rank of supervisor.
- 3.02 The Employer agrees that employees outside the bargaining unit will not regularly perform work done by employees in the bargaining unit to the extent that this would lead to the layoff of members of the bargaining unit or a general reduction in the hours of work.
- 3.03 No member of the bargaining unit shall be laid off as the direct result of the utilization of volunteers.
- 3.04 Except with the prior approval of the Union, the Employer will not enter into any private agreement with an employee in the bargaining unit, the terms of which are contrary to provisions of this Collective Agreement.
- 3.05 The parties acknowledge that the Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. With the approval of the Employer, which shall not be unreasonably withheld, such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 4 : NO STRIKES / NO LOCKOUTS

- 4.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout as defined under the Ontario Labour Relations Act.

ARTICLE 5: UNION REPRESENTATION

- 5.01 Union officers and committee members recognized by the Employer will be allowed to leave his/her work with no loss of pay to attend committee meetings with the Employer, process grievances and to represent employees in accord with Article 20 during his/her scheduled regular work day, subject to operational requirements. In the case of grievance processing, no more than one (1) steward shall be involved with the exception of a policy grievance where no more than two (2) shall be involved.

- 5.02 No employee shall leave his/her work place on matters as in 5.01 above without prior consent of his/her supervisor, which consent shall not be unreasonably withheld.

ARTICLE 6: NO DISCRIMINATION / NO HARASSMENT

- 6.01 The Employer and the Union agree that every member has a right to freedom from discrimination and harassment as described in the Board's harassment policy.
- 6.02 The Employer and the Union will jointly provide harassment training to employees in the bargaining unit.
- 6.03 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
- 6.04 The parties agree to recognize the Ontario Human Rights Code in so far as it applies to the employees in this bargaining unit. In the event of an allegation by an employee that the Employer has violated the Code, it is agreed that the parties will request the Ontario Human Rights Commission to defer such allegation to the arbitration procedures under this Agreement prior to any arbitration hearing.
- 6.05 The requirements of employment shall be limited to matters pertaining to the work responsibilities of each employee and shall be connected to the operations of the Employer.

ARTICLE 7: UNION MEMBERSHIP REQUIREMENT

- 7.01 Within one week of the signing of this Agreement, all employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, new employees covered by this Agreement shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 8: UNION DUES

- 8.01 The Employer shall deduct from the pay of all employees covered by this Agreement, in each pay period, a sum equal to the duly authorized union dues.

- 8.02 All dues so deducted shall be remitted to the National Headquarters of the Canadian Union of Public Employees no later than the tenth (10th) day of the month following the month in which such deductions were made together with a list of the names and gender of all employees from whose pay dues were so deducted, the gross earnings for each employee for the period and the union dues deducted.
- 8.03 Any adjustments to dues shall be provided in writing by the Union President or his/her designate and shall take effect the month following or within such time as reasonable.
- 8.04 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

ARTICLE 9: EMPLOYER AND UNION SHALL ACQUAINT EMPLOYEES

- 9.01 Upon commencement of employment, the Employer shall provide all employees covered by this Collective Agreement with a copy of this Agreement. The Employer will inform each new employee of Article 8 and all other terms and conditions of employment.
- 9.02 On commencing employment, the employee's immediate supervisor or his/her designate shall introduce the new employee to his/her Union representative or keyperson.

ARTICLE 10: CORRESPONDENCE

- 10.01 All correspondence between the parties, except for grievance handling and dues deduction matters, shall pass to and from the Associate Director/Human Resources or his/her designate and the Secretary of the Union.
- 10.02 Notwithstanding 10.01, any correspondence with reference to the interpretation, application, or administration of the Collective Agreement shall be submitted to the CUPE National Representative.

ARTICLE 11: UNION/MANAGEMENT COMMITTEE

- 11.01 One (1) Union/Management Committee for CUPE Local 4186 shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties for the purpose of improving communication between the parties and discussing matters of mutual concern. This committee will not discuss matters which are the subject

of a formal grievance under the Grievance Procedure.

- 11.02 The Committee shall consist of not more than eight (8) employees (including President and Chief Steward) or their designate.
- 11.03 The Committee shall meet once each month except for July and August at a mutually agreed time and place. With agreement of the Co-chairs, meetings may be held in the summer months. Its members shall receive a notice and agenda of the meetings at least forty-eight (48) hours in advance of the meeting.
- 11.04 An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- 11.05 Minutes of each meeting of the Committee shall be prepared by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE National Representative and the Employer shall receive two (2) copies of the draft minutes within seven (7) days following the meeting. The minutes shall be considered official after approval at the next regularly scheduled meeting of the Union/Management Committee.

ARTICLE 12: LABOUR RELATIONS

- 12.01 The Employer shall provide the Union with a list of supervisory personnel with whom the Union may be required to transact business.
- 12.02 The Employer will not be required to recognize or deal with employees who are stewards or who are on any of the committees as in Article 5 unless the Union has notified the Employer, in writing, of the names of such officers and employees, and where applicable, the committees of which they are members from time to time.

THE BARGAINING COMMITTEE:

- 12.03 One (1) Bargaining Committee for CUPE Local 4186, consisting of ten (10) employees for the purpose of negotiating the renewal of this Agreement. The Local President shall be a member of the Bargaining Committee and shall be included as one (1) of the ten (10) employees.
- 12.04 A member of the bargaining committee will not be required to report for work on full day(s) of negotiations and will suffer no loss in wages as a result of his/her attendance at such negotiations. If negotiations are scheduled for four (4) hours or less, the employee(s) will be released from work and will suffer no loss of wages for the time scheduled at negotiations.

12.05 Within ten (10) working days of a request by the Union, the Employer shall ~~make~~ available information required for bargaining purposes.

ARTICLE 13: RESOLUTIONS AND REPORTS OF THE EMPLOYER

13.01 Prior to Board meetings, the Employer shall send a copy of the agenda to the President of the Union. Where the Union expresses an interest in making representations to the Board on a given matter and is granted time to be heard, then the Employer will grant, where necessary, time off work without loss of pay to the President or his/her designate for the purpose of making such representations.

ARTICLE 14: SENIORITY

14.01 Seniority is defined as the length of continuous service from the first day of work with the Board or a predecessor board and shall be used in determining preference priority for promotions, permanent transfers, demotions, layoffs, permanent reduction of the work force and recall. Seniority shall operate exclusively within each of three (3) separate seniority lists: custodial and maintenance; professional support, secretarial and clerical; noon hour supervisors. All things being equal, seniority shall be determined through a draw.

14.02 The Employer will maintain a seniority list showing each employee's name, his/her job classification and date of hire. By January 30th in each year, the Employer will post copies of the list on all bulletin boards and will send one (1) copy to the Union. Complaints about the accuracy of the seniority list will be considered within thirty (30) days of the date of such posting, at which time, the list shall be deemed to be accurate.

14.03 (a) An employee shall be considered a probationary employee until he/she has completed ninety (90) working days of service after which time the employee's name shall be placed on the appropriate seniority list as in Article 14.01 of this Agreement. Seniority shall date back to the first day of work. The discharge or termination of a probationary employee will be at the discretion of the Employer and shall be deemed to be for just cause under this Agreement.

(b) Upon mutual agreement of the Union and the Employer, the probationary period may be extended in writing.

- 14.04 An employee who is absent from work due to illness, accident, layoff or approved leave of absence shall continue to accumulate seniority during the period of such absence up to a maximum of twenty-four (24) months after which time the employee concerned will not continue to accumulate seniority.
- 14.05 All seniority rights and the employment of a employee shall cease only in the event of the following:
- (a) he/she resigns in writing and does not withdraw within forty-eight (48) hours;
 - (b) he/she is discharged and is not reinstated through the grievance or arbitration procedures;
 - (c) he/she fails to return from leave of absence without notifying the Employer at least 24 hours prior to the date of the expiry of the leave of absence, provided such notification is reasonably possible;
 - (d) he/she is absent from work without permission for more than five (5) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
 - (e) he/she fails to report for work after a layoff not later than 14 calendar days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has recorded unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee's control. An employee is responsible for advising the Employer in writing of his/her address from time to time while he/she is on layoff;
 - (f) he/she is laid off for a period longer than twenty-four (24) months;
 - (g) he/she retires or is retired;
 - (h) he/she is off the payroll for a continuous period of twenty-four (24) months.
- 14.06 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain his/her seniority acquired at the date of leaving the unit, and for a further period of six (6) months, after which the employee will not accumulate any further seniority. If such employee later returns to the bargaining

unit, he/she shall be placed in a job for which that employee possesses the required skills, ability, experience and qualifications consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 15: JOB POSTING

- 15.01 (a) The successful applicant to a job posting will be placed on a trial period of up to twenty-five (25) working days. Conditional on satisfactory service, the successful applicant will be declared permanent at the conclusion of the trial period. In the event the Employer considers the service to be unsatisfactory, or if the employee is unable to take the job on a permanent basis, the employee will be returned to his/her former assignment without loss of seniority. The decision of the Employer or employee shall be referred to the Union/Management Committee for discussion but shall not be subject to a difference or dispute between the parties and therefore shall not be arbitrable under this Agreement.
- (b) When a vacancy is created which the Employer determines to fill, such vacancy shall be posted for ten (10) working days setting forth the duties of the position, the school or other building involved, the rate of pay, the hours to be worked, and the qualification(s) thereof. Any employee may apply for such position in writing within the posting period. Any vacancy may be temporarily filled pending a permanent placement. The job left vacant by the successful applicant for the initial posting, if being filled by the Employer, shall be posted in like manner with no more than one (1) further posting required. Subsequent resulting vacancies are at the Employer's discretion. An employee who is a successful applicant for the vacancy shall not be entitled to apply for any other vacancy in an equal rated position for a period of six (6) months.
- (c) Appointment from within the bargaining unit to a vacant position shall be made within twenty-one (21) days from the closing of the posting and will be filled within twenty-one (21) days of the appointment unless otherwise mutually agreed by the parties.
- 15.02 The Employer shall consider the following two (2) factors in determining which employee is to be selected:
- (a) relative seniority of the applicants; and
- (b) the requirements and efficiency of operations and ability, knowledge, training, aptitude and skill of the applicant to do the job.

When in the judgement of the Employer, which shall not be exercised in an unfair manner, factor (b) is relatively equal as between two (2) or more applicants, seniority shall govern. If there is not an employee selected, the Employer may hire from outside the bargaining unit.

- 15.03 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards.
- 15.04 The Union shall be notified of all appointments, promotions, demotions, hires, transfers, layoffs, recalls, resignations, retirements, deaths, or any other termination of employment affecting the bargaining unit.
- 15.05 No outside applicant for any vacancy shall be hired until the applications of the present employees in the bargaining unit have been fully processed.
- 15.06 Whenever the Employer designates a new occupational classification, it will prepare and send to the Union a description thereof at least ten (10) days prior to the posting of the position under this Agreement. The new position shall be subject to posting as in clause 15.01(b) above. Any matters of concern may be discussed through the Union/Management Committee.
- 15.07 (a) Should an employee be absent from work due to illness or disability for a period in excess of one hundred and twenty (120) calendar days and the Employer elects to fill the position, the position will be posted subject to the return to work of the absent employee.
- (b) In the event that the absent employee returns to work within twenty-four (24) months, he/she shall be returned to his/her former assignment held immediately prior to his/her absence. The employee who has successfully posted to such position in (a) above will be assigned to an equally rated position for which he/she is skilled, experienced, qualified and able to perform. If no such position is available, the terms of Article 18 shall apply.
- (c) In the event that the absent employee does not return to work within twenty-four (24) months, the successful candidate to the original job posting shall be awarded the position.

ARTICLE 16: GRIEVANCE PROCEDURE

- 16.01 (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be adjusted as quickly as possible. A grievance under this Agreement shall be defined as any difference or dispute between the

Employer and any employee or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.

- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees who are covered by this Agreement shall be required to follow the procedures as laid down in Article 16. An employee shall not appeal directly to any trustee or official of the Employer or the media.
- (d) Subsequent to discussion of any such complaint at the Union/Management Committee, a complaint on safety which alleges a violation of the Collective Agreement may be submitted to Step 2 of the Grievance Procedure.

Step 1:

- 16.02 In the event of a complaint by an employee, he/she shall take the matter up with his/her immediate supervisor, within and not after ten (10) working days from the date at which the employee became aware or ought to have become aware of the incident or circumstances giving rise to the complaint.

Step 2:

- 16.03 If the discussion with the immediate supervisor does not resolve the matter, the employee may submit a grievance adhering to the following procedure.
- (a) A grievance when submitted shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the complaint was discussed with the immediate supervisor, and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
 - (b) The grievance shall be signed by the employee and a steward.
 - (c) The grievance shall be submitted to the Coordinator of Staff Relations or Manager of Building Services, as deemed appropriate in the employee's circumstances.
 - (d) The employee, if he/she wishes, may be accompanied by a steward when submitting the grievance.
 - (e) The Coordinator of Staff Relations or Manager of Building Services to whom the grievance was submitted or his/her designate shall, within ten(10) working days from the date of the grievance being received, meet with the employee and his/her representative and others necessary in efforts to resolve the outstanding issue.

- (f) A written response shall be provided to the employee and his/her representative within five (5) working days of the meeting in clause 16.03(e) above.

Step 3:

- 16.04 (a) In the event that the issue discussed at Step 2 has not been resolved to the employee's satisfaction, then within ten (10) working days from the date of the written response in clause 16.03 (f) above, the employee may refer the matter in writing to the Associate Director/ Human Resources.
- (b) Within ten (10) working days from the date the grievance is received by the Associate Director/Human Resources, he/she or designate shall meet with the employee and his/her representative and others necessary in efforts to resolve the outstanding issue.
- (c) A written response shall be provided to the employee and his/her representative within five (5) working days of the meeting in clause 16.04 (b).

Policy Grievance

- 16.05 (a) A Union policy grievance is defined as an alleged violation of this Agreement concerning all or a substantial number of the employees in the bargaining unit and which an individual employee could not grieve.
 - (b) The policy grievance may be filed by the Chief Steward or his/her designate to the Associate Director/Human Resources or his/her designate at Step 3 of the Grievance Procedure at any time within fifteen (15) working days after the circumstances giving rise to such grievance occurred or originated.
 - (c) The grievance shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the issue was discussed with Employer representative(s) and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
 - (d) Within ten (10) working days from the date of the grievance being received, the Union President, the Chief Steward, and one other elected or appointed officer of the Union shall meet with the Associate Director/Human Resources or designate in efforts to resolve the outstanding issue.
 - (e) A written response shall be provided to the Union within ten (10) working days of the meeting in clause 16.05(d).
- 16.06 (a) A policy grievance of the Board shall be in writing and may be initiated by the Associate Director/Human Resources or his/her designate by delivering the grievance to the President of the Union.

- (b) The grievance shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the issue was discussed with Union representatives and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
- (c) Within ten (10) working days of the grievance being received, the President, the Chief Steward, and one other elected or appointed officer of the Union, shall meet with the Associate Director/Human Resources or designate, to discuss the grievance.
- (d) A written response shall be provided to the Associate Director or designate within ten (10) working days of the meeting in 16.06(c).

16.07 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance has previously been settled on its merits under the grievance or arbitration procedures.

16.08 Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.

ARTICLE 17: ARBITRATION

17.01 If a grievance is not settled under Article 16.04 above, the Union may submit the matter to arbitration within twenty (20) working days from the date of the Employer's written response at Step 3 and following notification to the Associate Director/Human Resources or his/her designate.

17.02 The Board of Arbitration shall be composed of a single Arbitrator. The Arbitrator shall be jointly chosen by CUPE and the Employer.

17.03 If either party to this Agreement fails to agree on the appointment within fifteen (15) working days, the appointment shall be made by the Minister of Labour of the Province of Ontario upon the written request of either party.

17.04 The decision of the Arbitrator shall be binding on both parties.

17.05 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

17.06 Each party shall bear equally the cost of the Arbitrator.

ARTICLE 18: REDUNDANCY and LAYOFF

- 18.01 Both parties recognize that job security should increase in proportion to length of service. In the event of a layoff, employees shall be laid off, in the reverse order of seniority, subject to employees having the necessary experience, skills, ability and qualifications to perform the available work. Seniority shall operate exclusively within each of the three (3) separate seniority lists.
- 18.02 A layoff is defined as suitable work which is not available for the employee as the result of a reduction in the workforce or a reduction in the hours of work.
- 18.03 An employee whose assigned position is declared redundant or is reduced in hours may be assigned by the Employer to an equally rated position for which the employee has the necessary skills, experience, ability and qualifications subject to mutual agreement between the Union, the employee and the Employer.
- Failing agreement, the affected employee may bump an employee with less seniority in the affected seniority list provided that the employee exercising the right is skilled, able, experienced and qualified to perform the work of the employee with less seniority.
- In the event that suitable work is not available for the employee, the employee will be given notice of layoff.
- 18.04 The Employer shall notify an employee who is to be laid off work ninety (90) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he/she will be paid for the days for which work was not made available.
- 18.05 The employee in receipt of notice of layoff shall indicate his/her intent to bump in writing within forty-eight (48) hours from the date of the notice received. Declarations received after that time will be considered invalid.
- 18.06 In the event of a layoff, the Employer shall first layoff all temporary employees and then probationary employees within the established seniority list(s).
- 18.07 A grievance concerning layoff may be taken up at Step 3 of the Grievance Procedure.
- 18.08 The Employer agrees to pay the Employer's portion of the Group Insurance Plans premiums for a period not to exceed three (3) months for eligible employees who were covered with a benefits plan and who are laid off.

ARTICLE 19: RECALL

- 19.01 When a vacancy occurs which the Employer elects to fill, employees on the recall list shall be notified by registered mail to the last reported address of the employee.
- 19.02 Vacancies shall be filled from the recall list on the basis of seniority provided the employee has the experience, skills, ability and qualifications to do the available work.
- 19.03 No new employee(s) shall be hired until every person on layoff from the affected seniority list has been given the opportunity of recall, subject to such person having the necessary experience, skills, ability and qualifications to perform the available work.
- 19.04 An employee subject to recall shall be given a maximum of three (3) opportunities to accept a position, after which, the employee loses his/her recall rights. Should an employee decline an opportunity for recall, an explanation satisfactory to the Employer and the Union is required.
- 19.05 A grievance concerning this recall procedure may be taken up at Step 3 of the Grievance Procedure as in Article 16.

ARTICLE 20: DISCHARGE, SUSPENSION AND DISCIPLINE

- 20.01 A permanent employee may be discharged only upon the authority of the Associate Director/Human Resources or his/her designate. The Manager of Building Services or his/her designate may suspend an employee. Such employee, the Union secretary and the CUPE National Representative shall be advised immediately in writing of the reason for such suspension and/or discharge.
- 20.02 Any employee discharged under Article 20 shall be provided with thirty (30) days written notice or pay-in-lieu thereof.
- 20.03 In cases of discharge, the burden of proof of just cause shall rest with the Employer provided the employee has seniority rights.
- 20.04 (a) Any employee covered by this Agreement called to appear before his/her immediate supervisor or his/her designate for disciplinary purposes, shall be notified about the meeting at least twenty four (24) hours in advance of the scheduled meeting.

- (b) The President or Chief Steward or his/her designate shall be notified of any meetings for disciplinary purposes and the general nature thereof.
- 20.05 Every employee shall be notified of the name of his/her immediate supervisor or supervisors.
- 20.06 Any employee covered by this Agreement called to appear before his/her immediate supervisor or his/her designate for disciplinary action shall have his/her steward present.
- 20.07 The Employer agrees to forward to an employee any written discipline pertaining to such employee. A copy of such discipline will also be provided to the Union.
- 20.08 Letters of discipline for any offenses, which if not repeated within an eighteen (18) month period, will be removed from the employee's personnel file.

ARTICLE 21: PERSONNEL FILES

- 21.01 In accordance with the Municipal Freedom of Information and Protection of Privacy Act, an employee shall have access during normal business hours to his/her personnel file by making an appointment with Human Resources. An Employer representative shall be present when an employee reviews the file. The employee may be accompanied by a Union representative if the employee requests. An employee shall have the right to make copies of any material(s) contained in his/her personnel file. Any disagreement will be referred to the Manager of Human Resources or his/her designate for discussion.

ARTICLE 22: HOURS OF WORK

Maintenance

- 22.01 Maintenance staff shall work five (5) days per week, Monday to Friday, inclusive. The normal work day for full-time employees shall consist of eight (8) hours. The normal working hours shall be between 7:00 a.m. finishing not later than 5:30 p.m. and shall be scheduled by the Employer. No eight (8) hour period of work shall be spread over a longer period than eight and one-half (8 1/2) hours including an unpaid lunch break of one-half (1/2) hour.
- 22.02 Each employee shall be entitled to a fifteen (15) minute paid rest period in each half of his/her regular eight (8) hour day. The rest break(s) shall be mutually scheduled between the employee and the Employer.

Custodians

- 22.03 The regular work week for full-time day custodians shall consist of five (5) days per week, Monday to Friday inclusive, the daily hours of which are scheduled by the Employer no earlier than 6:00 a.m. and finishing no later than 5:30 p.m. in the secondary schools and no earlier than 7:00 a.m. and finishing no later than 5:30 p.m. in the elementary schools.
- 22.04 The regular work day for full-time employees shall be eight (8) hours exclusive of an unpaid one (1) hour lunch break to be scheduled by the Employer.
- No eight (8) hours of work shall be spread over a longer period than nine (9) hours including an unpaid lunch break.
- 22.05 Notwithstanding 22.04, full-time employees scheduled to begin an eight (8) hour workday after 12:00 noon shall have a one-half (1/2) hour paid lunch break included in the eight (8) hour shift and shall finish his/her shift no later than 10:30 pm Monday to Thursdays and no later than 9:00 pm on Fridays.
- 22.06 Each employee shall be entitled to a fifteen (15) minute paid rest period in each half of his/her regular eight (8) hour day. The rest break(s) shall be mutually scheduled between the employee and the Employer.
- 22.07 For the period beginning the Monday following Canada Day to the Friday immediately preceding Labour Day, inclusive, and during March break, hours will be scheduled by the Employer to allow a four day work week between Monday and Friday, with each working day being of ten (10) hours in duration exclusive of an unpaid lunch break of one-half (1/2) hour or for the period above, hours between 7:00 ~~am~~ and 4:00 pm with a one-half (1/2) hour unpaid lunch break from Monday to Thursday and Friday between 7:00 ~~am~~ and 1:00 pm with no lunch break. These hours shall not apply if a Paid Holiday(s) falls in any work week.
- 22.08 Notwithstanding the provisions of Article 25, employee(s) who are working less than eight (8) hours per day may, at the Employer's request, be permitted to work to a maximum of eight (8) hours per day. Payment for such additional hours over and above their regularly scheduled time will be paid at the employee's regular rate of pay.

The Employer will assign such additional hours on a voluntary basis and will use the following factors in assigning such additional hours:

- a) Availability of any employee permanently assigned to the location.
- b) Seniority.

- c) Permanent/probationary employees shall be given preference over temporary employees.

Such additional hours will only apply to the calculation of vacation credits and not to benefits.

- 22.09 When an employee replaces an employee in a position of a higher paying category, he/she shall receive the rate of pay for that position if such assignment is for a duration of one (1) full working day or more.

Inclement Weather

- 22.10 If because of inclement weather conditions, any employee(s) is unable to reach his/her place of employment, such employee(s) affected shall report to his/her immediate supervisor or designate. The supervisor or designate may assign an alternate work location.

Where no suitable alternate work is determined by the immediate supervisor or his/her designate, the employee shall be allowed leave of absence without loss of pay.

ARTICLE 23: JOB CLASSIFICATION / RECLASSIFICATION

- 23.01 The Employer agrees that changes to position classifications or creation of new positions or classifications will be presented and discussed at the Union/Management Committee thirty (30) days prior to making the changes.
- 23.02 In the event of a reclassification by the Employer or in the event that an employee alleges that his/her position ought to be reclassified due to a significant change in job duties or responsibilities occurring after the date of this Agreement, the matter will be handled as follows:
 - (a) The Union will give the Employer notice in writing setting out the particulars of such alleged change and propose a new classification or object in writing to the classification.
 - (b) The parties will then meet at Union/Management to discuss their differences.
 - (c) In the event Union/Management is not able to resolve the matter, the Union may file a policy grievance in accordance with Article 16.
 - (d) It is agreed that any Arbitrator dealing with such a grievance will be limited in jurisdiction to the following:

a determination whether a significant change in job duties and responsibilities has occurred since the date of this Agreement, and if so, a further determination of the appropriate Group based on the existing Salary Groups as set out in Article 38.01. There will be no authority to create a new Grouping by arbitration.

ARTICLE 24: JOB ACCOMMODATION

24.01 Subject to documentation satisfactory to the Employer from a physician or licensed practitioner, an employee who, due to partial or temporary disability, is unable to perform his/her regular duties, shall be given preference for such other work as may be available and for which he/she is able to perform. The rate of pay shall be determined in consultation with the parties.

24.02 The Employer may request additional documentation from a physician or other licensed practitioner of their choice prior to any job accommodation. Costs of such request shall be borne by the Employer. A copy of the results shall be made available to the Employer with the written consent of the employee.

24.03 In such cases, Article 20 shall not apply.

24.04 The Employer undertakes to establish a Return to Work program for employees of the London District Catholic School Board. The Union will be consulted on the development of this program.

ARTICLE 25: OVERTIME

25.01 All overtime must be pre-approved by the employee's immediate supervisor or his/her designate.

25.02 Overtime shall be paid for all hours worked in excess of the employee's regularly scheduled daily hours at the rate of one (1) and one-half (1/2) times the employee's basic rate.

25.03 The parties agree that the performance of overtime shall be on a voluntary basis except where such overtime results from an emergency. An emergency is defined as a work occurrence resulting from a mechanical breakdown, property damage, flooding, vandalism or police calls.

- 25.04 Where an employee is required to work more than two (2) hours overtime beyond the end of his/her scheduled regular daily hours, he/she shall be entitled to up to a one (1) hour unpaid dinner break at the discretion of the employee.
- 25.05 An employee who is required to work more than two (2) hours of overtime immediately before or following his/her regularly scheduled hours of work, without notification of the requirement to work such overtime prior to the end of his/her previous regularly scheduled shift, shall be reimbursed for the cost of one (1) meal to a maximum of ten dollars (**\$10.00**).
- 25.06 If an employee is required to work on a Paid Holiday, Saturday or Sunday, he/she shall be paid two (2) times his/her basic rate in addition to receiving his/her holiday pay if applicable.
- 25.07 (a) Overtime shall be made available to employees in this bargaining unit on a seniority basis within his/her work location on a rotational basis, subject to he/she having the skills, experience and ability to perform the work required.
- (b) In the event that no employee is available and/or is willing to accept the overtime at the work location, the Employer shall offer overtime on a seniority basis to employees in this bargaining unit from other work locations on a rotational basis, subject to he/she having the skills, experience and ability to perform the work required.
- 25.08 The Employer agrees that it is the intent of this Article that the employees will not be laid off or sent home before completing their normal scheduled work period for the sole purpose of avoiding the requirement to pay overtime rates of pay for hours already worked on the same day.
- 25.9 If there is a block of hours to be scheduled on a regular basis, there shall be no overtime for employees until such work is offered to employees on lay-off who are able, skilled, qualified, experienced and available to perform the work.
- 25.10 An employee who works overtime shall receive payment for overtime hours worked in accordance with the pay schedules as in Article 38.01.
- 25.11 An employee who is called back to work outside of his/her regular working hour shall be paid a minimum of two (2) hours at double time. He/she shall be paid from the time he/she leaves his/her home to report for duty until he/she arrives back upon proceeding directly from work.

ARTICLE 26: PAID HOLIDAYS

26.01 For twelve (12) month employees, the following Paid Holidays shall be recognized:

Good Friday	half (½) day before Christmas Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	the first working day following Boxing Day
Civic Holiday	half (½) day before New Year's Day
Labour Day	New Year's Day
Thanksgiving Day	

26.02 Where any of the Paid Holidays fall on what would otherwise be a regular working day, an employee who has been in the employ of the Employer for three (3) months shall receive payment for such Holidays based on his/her regular current hourly rate multiplied by the number of hours he/she would normally have worked on such day subject to the following conditions:

- (a) An employee(s) must work his/her scheduled regular day of work immediately preceding and his/her scheduled regular day of work immediately following such Paid Holiday, unless absent with permission of the Employer.
- (b) If an employee(s) works on one of the above named Paid Holidays, he/she will receive payment double the employee's basic rate for the time actually worked by him/her, in addition to receiving his/her Holiday pay.
- (c) An employee(s) working less than 24 hours per week will be paid for the Paid Holidays as in 26.01 in the ratio which the number of hours per week worked bear to the full-time hours in that job classification. All other conditions as in 26.02 (a) and (b) above shall apply.

26.03 Where any of the said Public Holidays fall on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be a Holiday for the purpose of this Agreement unless otherwise agreed.

26.04 Holidays to be celebrated during the Christmas break shall be determined by the Employer and discussed at the Union/Management Committee.

26.05 If a Paid Holiday falls **or** is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time to be mutually scheduled by the employee and the Employer.

- 26.06 If a Paid Holiday falls or is observed on a day when the employee is not scheduled to work, he/she shall be paid for the hours which he/she would otherwise have worked.
- 26.07 In the event that a religious Holy Day for a member of a religious faith other than a Latin Rite Catholic falls on a working day, the employee shall be granted a leave of absence of up to two (2) days in any calendar year with no loss of pay or benefits. Such request may be granted with the approval of his/her immediate supervisor or his/her designate.

ARTICLE 27: VACATIONS

27.01 Employees shall receive vacation entitlement and vacation pay in accordance with his/her credited service as of July 01 in any year as follows:

Years of Continuous Service Prior to July 1 in any year	Weeks of Vacation Earned (12 Month Employees)	Vacation Pay (10 Month Employees)
12 months	2	4%
2 years to 7 years	3	6%
8 years to 16 years	4	8%
17 years to 24 years	5	10%
25 years and greater	6	12%

- 27.02 An employee’s vacation shall be taken in the year in which it is earned and shall not be carried forward to the following year except with the Employer’s consent which shall not be unreasonably withheld. The maximum amount that can be carried over beyond June 30 of each year shall not exceed ten (10) days. The efficient operation of the Employer’s schools and business shall be considered first in arranging vacations.
- 27.03 Employees, **as** appropriate, will be allowed to utilize their vacation entitlement during July, August, Christmas break or March break during the vacation year or at other periods of time requested and upon approval of his/her immediate supervisor or his/her designate. The Employer’s consent shall not be unreasonably withheld subject to the provisions of 27.02 above.

- 27.04 Employees who are not normally required to work during the March break, July and August and the Christmas break shall be paid vacation pay on each pay issued as per the regular bi-weekly pay schedule at the rates as in 27.01.
- 27.05 Employee(s) who work hours in addition to his/her scheduled regular hours, exclusive of overtime, shall be paid vacation pay on these extra hours on the regular bi-weekly pay schedule in accordance with the rates as in 27.01.
- 27.06 Twelve month employees working less than full-time will be paid for the vacations as stated in clause 27.01 in the ratio which the number of hours worked per week bear to the full-time hours of that job classification. All other conditions of Article 27 shall apply.
- 27.07 It is agreed that if it becomes necessary for an employee to be admitted to hospital as a bed-patient or confined at home, as a result of illness or injury suffered while on vacation, or as a result of a recurrence of any disability for which such employee would be entitled to WSIB, the time spent in hospital ~~or~~ confinement shall be charged to such employee's sick benefit or WSIB as the case may be provided that the employee shall provide proof of such hospitalization or similar confinement satisfactory to the Employer. Such vacation so affected shall be deferred to a later date.

ARTICLE 28: LEAVES OF ABSENCE

- 28.01 (a) Each request for leave as in 28:02, 28:03, 28:05, 28:06, 28:07, 28:09, 28:10, 28:12 and 28:13 shall be in writing and addressed to the immediate supervisor or his/her designate. Leaves as in 28:04, 28:08 and 28:11 shall be discussed with the immediate supervisor or his/her designate prior to the commencement of the leave period.
- (b) All leave requests as in Article 28 will be subject to the approval of the immediate supervisor or his/her designate prior to the commencement of the leave period. Such leave shall not be unreasonably withheld.

Union Leave

- 28.02 (a) Upon written request of the Union, and with at least ten (10) days notice prior to the commencement of the requested leave, employees will be granted leave of absence without pay to represent the Union at Union Conventions or seminars. The Employer agrees to pay any employee granted such leave of absence for any regular time lost from work and the Union agrees to reimburse the Employer for such payments to the employee.

- (b) Upon written request, an employee who is elected or appointed to a full time position with the Union will be granted leave of absence without salary or other benefits for a period of up to one (1) year. Such leave may be extended by the Employer upon request of the employee. Such employee may pay the full cost through the Employer of any welfare benefits under this Agreement if he/she so desires.
- (c) The Chair or designate of the CUPE Local 4186 Bargaining Committee shall be provided with up to a maximum of five (5) days at no cost to the Union to prepare for negotiations.

Political Purposes

- 28.03 The Employer will recognize leaves of absence, without pay, for political purposes as required by existing legislation.

Bereavement Leave

- 28.04 (a) An employee will be granted up to five (5) days bereavement leave of absence, with pay, to attend the funeral of a spouse, mother, father, child or step-child, brother or sister.
- (b) An employee will be granted up to three (3) days bereavement leave of absence, with pay, to attend the funeral of his/her mother-in-law, father-in-law, son-in-law, or daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild or grandchildren.
- (c) Any employee will be granted one (1) day bereavement leave of absence, with pay, to attend the funeral of his/her aunt, uncle, niece, nephew or first cousin.
- (d) In the event of a death occurring in winter necessitating a spring interment, one (1) of the days referred to in 28.04 (a), (b) and (c) above may be taken at the time of interment.

Pregnancy/Parental/Adoption Leave

- 28.05 (a) Pregnancy and Parental Leave shall be in accordance with the Employment Standards Act. Adoption leave will be allowed on the same basis as the parental leave.
- (b) The employee requesting Pregnancy and/or Parental Leave shall give at least two (2) weeks notice, in writing, to the Manager of Human Resources of the date the statutory leave is to commence as well as the date the employee will return to work. The notice shall be accompanied by a

certificate from a licensed practitioner stating the expected birth date.

- (c) On return from the statutory leave, the employee shall be placed in the position held immediately prior to the leave period. In the event that the position is no longer available, the terms of the Collective Agreement in force at the time shall apply.
- (d) The Employer shall provide for employees on Pregnancy/Parental Leave, a Supplementary Employment Benefit Plan which provides payment of ninety-five (95%) percent of gross salary for the two (2) week waiting period. Such a Supplementary Employment Benefit Plan shall be registered with and approved by Human Resources Development Canada and Employment Insurance.
- (e) During the period of statutory leave, the Employer shall continue to pay its share of the benefits premiums for which the employee is eligible.
- (f) Employees will be responsible for payment of pension contributions. The Employer will continue to remit pension contributions to OMERS for the period of the statutory leave, unless requested by the employee not to do so.
- (g) Upon completion of statutory leave provisions, an employee may request an extended parental leave of absence without pay for a period of up to one (1) year.

Paternity Leave

28.06 Paternity leave of one day with pay will be granted to an employee for needs directly related to the birth of his child.

Compassionate Leave

28.07 An employee may be granted up to one (1) day compassionate leave in the case of exceptional circumstances which include but are not limited to serious illness or hospitalization of an employee's immediate family, bereavement not covered in clause 28:04 above, catastrophe or crisis. Such day, if granted, shall be at the discretion of the immediate supervisor or his/her designate and the number of days so granted shall be limited to three (3) in any one year. An additional two (2) days may be granted at the discretion of the Associate Director/Human Resources or his/her designate. Such requests for additional days shall be in writing.

Jury Duty

28.08 Employees who are called to serve as jurors or are subpoenaed as witnesses, other than where such employee is a party to the action, shall be granted leave of absence without loss of benefits. Normal pay will continue to be issued on the usual pay day.

At the conclusion of his/her duty, the employee shall obtain a certificate from the Court showing the period of his/her jury or witness service and the amount of compensation received, and shall deposit the certificate, together with the full amount of compensation, but not including travel allowances with the Board.

Citizenship

- 28.09 An employee(s) who is becoming a Canadian citizen and is required to appear at a ceremony of induction shall be given time off his/her regular scheduled duties with no loss of pay or benefits to attend the ceremony.

Personal Leave

- 28.10 An employee may be granted a leave of absence without pay and without loss of seniority if his/her written application for same is approved by his/her immediate supervisor or his/her designate at least five (5) days prior to the requested leave.

Compulsory Quarantine

- 28.11 Wages for time lost due to compulsory quarantine shall be paid to employees when certified by the local Medical Officer of Health, and shall not be chargeable to benefits.

Graduation/Convocation

- 28.12 Time off to attend the employee's own or spouse/child(ren) graduation ceremonies shall be allowed one-half (1/2) day or one (1) day as required with pay to attend the ceremony subject to approval of the immediate supervisor or his/her designate.

Four and One Leave Plan

28.13 Preamble

The Four and One Leave Plan is a cooperative plan between the Board of Trustees of the London District Catholic School Board and its employees of CUPE Local 4186.

The plan provides for an increase in mobility within the staff above, an opportunity for valuable experience for new employees and an extended opportunity for personal and/or professional growth of those employees with five (5) or more years experience with this system.

Purpose

The Four Years over Five Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay by spreading four (4) years' salary payments over a five (5) year period.

Qualifications

- (a) An employee having five (5) years seniority with the Employer is eligible to participate in the plan.
- (b) A maximum of two (2) employees from CUPE Local 4186 will be granted this leave in any given school year.
- (c) An employee must make written application to the senior administrator responsible for Human Resources or his/her designate during January requesting permission to participate in the plan.
- (d) Criteria for acceptance shall be based on:
 - i) earliest applications;
 - ii) seniority, if more than five (5) apply;
 - iii) lottery, if a tie still exists.

Approval of Deferred Salary Plan applications shall rest solely with the Employer and shall be in accordance with compliance of the Regulations in place at the time.

Written acceptance, or denial of the employee's request, with explanation, will be forwarded to the employee by March 1st in the school year the original request is made.

Implementation

- (e) 80% of the annual salary according to the salary schedule will be paid for four (4) years. The remaining 20% of annual salary will be accumulated and this amount plus any interest earned shall be retained for the employee by the Employer and paid in the fifth year.
- (f) Money will be deposited with a chartered bank or Federally or Provincially Chartered Trust Company in such accounts or monies instruments as authorized by law, for trustees to invest trust funds and as authorized under the Income Tax Act, Canada, the Education Act, or any other relevant governing legislation pertaining to such money. The account and/or instruments chosen will be held in the name of the "London District Catholic School Board, In Trust for the Four and One Leave Plan."

The Employer will be directed as to the choice of bank or trust company and as to the choice of the deposit account or instrument by the Union. Any such deposit account or instrument will necessarily take into account the payment provisions of the plan as set out in Article 28.13 (e), (j) and (l). Individual ledger accounts with details of deposit income earned and withdrawals will be maintained by such bank or trust company. Any administrative costs associated with the operation of such account(s), shall be solely a charge

against such account(s) and not the Employer.

- (g) (i) Benefits for employees registered in the program as at June 30, 1998, will be maintained proportionately by the employee and the Employer during the leave of absence in accordance with the agreement in force during the leave of absence.
- (ii) Benefits for employees registered in the program after July 01, 1998 shall be maintained by the employee during the one year leave of absence in accordance with the Collective Agreement in force during the leave of absence.
- (h) Upon return from the leave, the employee will be reinstated to a position at least equivalent to that which the employee held immediately prior to the leave. If said position no longer exists, the employee will be governed by the appropriate terms of the Collective Agreement.
- (i) Deductions for the Ontario Municipal Employees Retirement System (O.M.E.R.S.) shall comply with those requirements as well as the Income Tax requirements.
- (j) An employee may withdraw from the plan any time prior to March 1 of the calendar year in which the leave of absence is to begin. Upon withdrawal, any monies accumulated, plus interest owed, as in 28.13 (f) above, will be repaid to the employee within sixty (60) days of notification of her/his desire to leave the plan. Any exceptions to the aforementioned shall be at the discretion of the Employer.
- (k) In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Employer may defer the leave by one (1) year. If such a deferral is necessary, the employee shall be notified prior to March 1 of the calendar year in which the leave was to take place. In this instance, the employee may choose to remain in the plan and any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence. No deduction will be made during the year of deferral.
- (l) Should an employee die while participating in the plan, any monies accumulated, plus interest owed, as in 28.13 (f) above, at the time of death will be paid to the employee's estate.

ARTICLE 29: BENEFITS

- 29.01 (a) The transition of members to the benefits plans set out in this Article will be made as soon as arrangements can be made with the respective benefits carriers.
- (b) The Employer will continue to pay its share of the applicable premiums for a period of up to seventy-five (75) working days for eligible employees while he/she is on sick leave.

Pension

- 29.02 The Pension Plan for non-teaching employees established by the London District Catholic School Board through the Ontario Municipal Employees' Retirement System (OMERS) shall be applicable to employees covered by this Agreement. During the lifetime of this Agreement, the Employer agrees to make contributions to the plan in accordance with the requirements of the Ontario Municipal Employees Retirement System Act. Part-time employees shall be given the opportunity to participate in this Plan subject to the provisions of OMERS.

Extended Health Care Plan

- 29.03 During the lifetime of this Agreement, the Employer will continue to provide an Extended Health Plan, including hearing aid coverage, with respect to employees covered by this Agreement and to pay one hundred percent (100%) of the applicable rate.

Vision care coverage shall provide a maximum of two hundred dollars (\$200) per employee every two (2) years.

There will be a co-insurance feature to the drug benefit so that the Plan pays eighty-five (85%) of the cost of the drug per covered individual and the employee pays the remaining fifteen (15%) of such cost. In addition, on items other than drugs, there will be a co-insurance feature on the first one thousand (\$1000.00) cost per covered individual (not including vision care costs) with the Plan paying eighty-five (85%) of these costs and the employee paying fifteen (15%) that remains and one hundred percent (100%) thereafter. There will be a ten thousand dollar (\$10,000.000) per year per covered individual limitation on the use of Registered Nurses and a three hundred dollar (\$300.00) per year per covered individual limitation on the use of Paramedics.

Sick Leave Plan

- 29.04 (a) The existing sick leave plans of the predecessor boards shall continue until August 31, 1999.

- (b) Effective September 01, 1999, the Employer agrees to provide to each employee a total of twenty (20) sick leave days per year to be used for the purposes of sick leave.
 - (c) There shall be no accumulation of unused sick leave credits.
 - (d) When an employee has used his/her twenty (20) days of sick leave in the course of a year, he/she will then receive sixty-six and two thirds percent (**66 2/3%**) of salary for the duration of his/her absence to a maximum of seventy-five (75) working days absence at which time Long-Term Disability Insurance may be applicable.
 - (e) The Employer may implement an Early Intervention Program which includes an Adjudication and Rehabilitative Services component. The employee shall provide documentation as required. Failure to cooperate with such program shall disqualify the employee from access to benefits provided under the sick leave plan.
 - (f) The number of days available to employees who work less than full-time shall be prorated.
 - (g) Where an employee commences employment after September 1st in any year, the sick leave of twenty (20) days shall be calculated on the basis that twenty (20) days bear to the number of days in the work year.
- 29.05 (a) As of August 31, 1999, a calculation shall be made to determine the unused accumulated sick leave credit balances for employees of the predecessor boards who were eligible to accumulate such credits. The balance for each employee shall be set aside in an accumulation register. The employee may elect to access these day(s) at one hundred (100%) percent salary instead of receiving sixty-six and two-thirds (**66 and 2/3%**) of wages, provided sufficient credit(s) remain in his/her accumulation register.
- (b) Upon retirement or termination of employment, no adjustment shall be made for the balance of credits which remain in his/her accumulation register.

Reinstatement of Benefits

- 29.06 Once an employee has been disabled and is receiving benefits under the sick leave plan, a subsequent disability is defined as recurrent when it is separated from the previous occurrence by less than ten (10) consecutive working days of full-time employment, or equivalent. In such cases, the re-occurrence is treated as a continuation of the previous disability and the employee continues to receive benefits up to the maximum benefit period.

When an employee returns to work for a period in excess of ten (10) consecutive working days of full-time employment, or equivalent, any re-occurrence is treated as a new disability.

Layoff or Termination of Employment

- 29.07 When an employee is totally disabled on the date of layoff or termination, and such disability continues uninterrupted, the employee shall continue to receive benefits for such disability until the date total disability ceases, or until the date on which the maximum disability is received whichever is earlier.

Group Life Term Insurance

- 29.08 Employees shall participate in a Group Life Term Insurance policy in the amount of twenty-five thousand dollars (\$25,000.00) or two and one-half (2 1/2) times the employee's annual salary to a maximum of one hundred thousand dollars (\$100,000.00) whichever is greater. Eighty-five (**85%**) percent of the premium of the Plan shall be paid by the Employer. Life Insurance for an employee's spouse will be available provided the employee pays the entire premium costs of such life insurance.

Dental Plan

- 29.09 During the lifetime of this Agreement, the Employer will pay one hundred (100%) percent of the billed premiums of a Dental Plan, including root canal work. There will be an eighty-five (**85%**) co-insurance feature so that the Plan will pay eighty-five (**85%**) of the dental costs to a maximum of one thousand (\$1,000.00) per annum per person covered and the employee will pay the remaining fifteen (**15%**) of such costs. For amounts over one thousand (\$1,000.00) annually per person coverage, the employee will continue to pay fifteen percent (15%) of the cost but will be reimbursed for such payment within ninety (90) days of the end of the policy year. On orthodontic coverage, the co-insurance feature will be fifty (50%) so that the Plan will pay once for each person covered fifty percent (50%) of the costs to a maximum of three thousand (\$3,000.00) dollars per person.

Long Term Disability

- 29.10 The Long Term Disability Benefit is seventy-five percent (75%) of monthly earnings to a maximum of \$3,500.00. The benefit commences after an elimination period of seventy-five (75) working days and is payable until recovery or attainment of age sixty-five (65). Eighty-five (**85%**) of the premium of Long-Term Disability Insurance shall be paid by the Employer. The coverage shall be mandatory for eligible employees.

- 29.11 All employees working less than forty percent full-time equivalent (40% FTE) will not qualify for benefits as set out in this Article save and except for the sick leave provisions as in clause 29.04.
- 29.12 Employees not normally required to work during July and August shall prepay his/her portion of the benefits premiums, as applicable, prior to the commencement of the break period. Prepayment shall be deducted from the last pays which are issued prior to the commencement of the break period.
- 29.13 All the insurance mentioned in this clause shall be as more particularly described and set forth in the respective policies of insurance. Copies of these policies shall be sent to the Union as of the date of the signing of this Agreement only and in future, at the written request of the Union, whenever there are changes in the coverage provided in the policies. Any dispute over payment of benefits under any such policies shall be adjusted between the employee and the insurer concerned.
- 29.14 The Employer confirms that prior to switching the existing insurance carrier of the Benefits Plans, it will discuss such change at Union/Management. Such change(s) will not result in reduction of benefits contained in this Agreement.

Employment Insurance Premium Reduction

- 29.15 It is agreed that the Employment Insurance premium reduction allowed by Human Resources Development Canada will be applied by the Employer toward the enhanced benefits available to the employees covered by this Agreement.

Access to Sick Leave Credits Following Birth of Child

- 29.16 In the six (6) week period of absence following the date of childbirth, an employee, with supporting medical documentation, shall be entitled to access the remainder of his/her sick credits and any sick credits in his/her accumulation register. The medical documentation shall confirm that health reasons prevent the employee from working up to a continuous six (6) week period following the birth of the child.

ARTICLE 30: TEMPORARY EMPLOYEES

- 30.01 (a) The Employer may hire temporary employees for a period not to exceed ninety (90) continuous working days in any one (1) year.
- (b) Such employees above shall not hereby become permanent or probationary employees unless the employee was retained for a period exceeding ninety (90) continuous working days.
- (c) The Employer agrees that an employee of an agency will not be engaged for a continuous period of more than forty-five (45) continuous working days in

any one (1) position.

- 30.02 (a) Notwithstanding clause 30.01(a) above, the Employer may hire a temporary employee to replace an employee on statutory or other leave(s) of absence for a period lesser of the length of the leave or thirty-five (35) weeks.
- (b) Such employees as in 30.02(a) shall not hereby become permanent or probationary employees unless the employee is retained for a period lesser of the length of the leave or thirty-five (35) weeks.
- 30.03 It is the intention of the parties that no employee who has acquired seniority under this Agreement will be laid off by reason of the employer hiring employees under this Article.
- 30.04 A temporary employee(s) will not be covered by any terms and conditions of this Agreement, and shall receive the rate of pay in Schedule "A". Vacation pay in lieu shall be paid on a bi-weekly basis in accordance with statutory limitations.
- 30.05 It is understood that the use of employees of an agency is not limited by this provision. Such persons are not covered by this Collective Agreement. The Employer agrees that an employee of an agency will not be engaged for a continuous period of more than forty-five (45) consecutive working days in any one position.
- 30.06 Temporary employees hired by the Employer in accordance with the provisions of any Federal or Provincial Government Funded Program shall not become permanent or probationary employees of the Employer nor shall they be covered by any of the conditions of this Collective Agreement. The Employer agrees that as a result of hiring people under these program(s), no one in the bargaining unit will be laid off. Notwithstanding all of the above, the rates of remuneration and terms and conditions of employment for those hired under these program(s) shall be subject to the regulations of the program in use.
- 30.07 In each pay period, the Employer will deduct from the pay of all temporary employees, an amount equal to its regular monthly Union dues in accord with duly authorized Union dues.

ARTICLE 31: RETIREMENT

- 31.01 An employee shall be subject to retirement at the end of the month in which his/her sixty-fifth (65th) birthday occurs.

ARTICLE 32: HEALTH AND SAFETY

32.01 The Employer and the Union agree to be bound by the provisions of the Occupational Health and Safety Act and it's Regulations, as amended from time to time.

The Occupational Health and Safety Committee

32.02 Consisting of representatives of the Employer and representatives of the Union including not less than one (1) representative from this Unit and not more than three (3) representatives in total from Local 4186. The Local President and/or his designate may be a member of this committee and the maximum number of three (3) remains unchanged.

32.03 Employees who are appointed to the Joint Occupational Health and Safety Committee as well as employees who are appointed as the Health and Safety Representative(s) in the school shall be permitted to carry out their duties during regular working hours.

32.04 No employee shall be required to work on any job or operate any piece of equipment or use any product until he/she has received proper training and instructions.

32.05 In the case of an accident where an employee is taken to hospital by ambulance, the Employer shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee.

32.06 The Employer agrees to maintain a Joint Occupational Health and Safety Committee.

32.07 The Employer agrees to maintain the terms of reference as amended from time to time by the Joint Occupational Health and Safety Committee **and** as approved by the Board.

32.08 The Employer agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because he/she is engaged in a work stoppage, or in activity related to the work stoppage.

32.09 When an employee is unable to work as the result of a work injury and Loss of Earnings (LOE) benefits have been allowed by the Workplace Safety and Insurance Board, the Employer will pay the LOE benefit plus the difference between the LOE benefit and his/her regular net pay for a period of six months from the injury date.

ARTICLE 33: MAJOR TECHNOLOGICAL CHANGES

- 33.01 The Employer shall notify the Union at least three (3) months before the introduction of any major technological changes which will impact members of the bargaining unit. This notice shall include the nature of the change and when the change would take effect.
- 33.02 The Employer shall discuss any technological changes with the Union at a Union/Management meeting.
- 33.03 A permanent employee(s) to be affected by the technological change shall be allowed a reasonable training period to acquire the necessary knowledge or skill.
- 33.04 No such employee as in 33.03 above shall be dismissed or have his/her regular hours or rate of pay reduced by the Employer because of a technological change provided the employee has the skills, experience, ability and qualifications to perform the work that remains available.

ARTICLE 34: JOB SECURITY

- 34.01 No permanent employee shall be laid off from employment due to the Employer contracting out any of its present work or services.
- 34.02 Notwithstanding provisions of this Collective Agreement, employees who are Officers of the Union shall be the last to be laid off work provided they have the skill, ability, experience and qualifications to perform the work which is available.

ARTICLE 35 : TRANSFERS

- 35.01 Where in the opinion of the Employer and/or the employee, a transfer is appropriate, the employee(s) affected, the Employer and the Union shall meet to discuss the transfer. If agreeable to all parties, the employee(s) will be transferred into a suitable vacant equal rated position. Discussion between the Employer and the Union shall determine whether the position shall be subject to Article 15.
- 35.02 For purposes of this Article, an 'equal rated position' is defined as a position with the same rate of pay and the same number of hours of work.

ARTICLE 36: EDUCATIONAL ASSISTANCE

- 36.01 Educational Assistance is available for the purpose of encouraging employees to obtain additional education to assist in their career development. Financial assistance is subject to funding availability.

- (a) Employees who have successfully completed their probationary period are eligible to apply.
- (b) Arrangements must be discussed and pre-approved by the employee's immediate supervisor.
- (c) Upon receipt of proof that the employee has successfully completed the course, pre-approved expenses will be reimbursed.
- (d) Where an employee is specifically required by the Employer to undertake any course of instruction or attend any seminar or conference, reimbursement for transportation, travelling expenses and course fees shall be paid by the Employer at the rates laid down for employees in its policies, by-laws and regulations.
- (e) Time off during working hours for an employee to write an exam(s) for a course(s) above shall be subject to the approval of his/her immediate supervisor or his/her designate and shall not be unreasonably withheld. Such time off shall result in no loss of pay.

ARTICLE 37: GENERAL CONDITIONS

- 37.01 The Employer shall designate bulletin board space which shall be accessible to all employees and upon which the Union shall have right to post notices of meetings and such other notices as may be of interest to the employees.
- 37.02 The Employer shall supply all equipment required by employees in the performance of their work duties. Replacement will be made by producing the worn or broken tools or providing evidence that the tool was lost.
- 37.03 On termination of employment for any reason, the Employer shall provide a letter of reference on request.
- 37.04 With the prior permission of the Employer, the Union may hold meetings and distribute union literature on the Employer's property without charge, provided such meetings do not interfere with the operations of the buildings in which they are held. Employees on their working hours may not be involved unless permission has been given by the Employer.
- 37.05 The Union shall have access to the use of the internal courier service of the Employer, printing, copying services at a reasonable rate and the use of the fax services.

- 37.06 (a) No employee(s) shall be required to do any medical or health related procedure for students until he/she has received proper training and instruction specific to the procedure.
- (b) The Employer and the Union shall establish a Joint Committee by September 30, 1999 to review the procedures, to identify gaps, if any, and to design training programs related to medication administration and medical and health related procedures for students.
- 37.07 (a) The Employer shall supply each employee on or before the first day of September each year uniform clothing on the following basis:

PERMANENT STAFF

Three (3) pairs of trousers

Four (4) shirts

Coveralls where deemed necessary by the Employer according to the type of work being performed

OR

Four (4) smocks or pant suits

- (b) The Employer agrees to supply every two (2) years, one (1) pair of safety boots for each maintenance staff member. If the employee can satisfy the Employer that one (1) pair every two (2) years is not sufficient, the Employer shall provide another pair. Winter parkas shall be provided at the discretion of the Employer.

Apprenticeship

- 37.08 An apprentice training program, if developed, will be consistent with the following principles:
- (a) The Employer may either select an employee from within the bargaining unit or hire an employee from outside the bargaining unit. This choice will be at the Employer's discretion and the posting requirements of Article 15 do not apply.
- (b) An apprentice who is hired from outside the bargaining unit will have no seniority rights and may be terminated at the discretion of the Employer. The decision of the Employer shall not be subject to a difference or dispute between the parties and therefore shall not be arbitrable under this Agreement. If retained, he/she will be credited with seniority for the program.

- (c) An apprentice who is selected from the bargaining unit will continue to accumulate seniority during the program. During the first six (6) months of apprenticeship, such apprentice may decide at his/her discretion to return to his/her former classification or be returned to his/her former classification at the discretion of the Employer. After such six (6) month period and prior to the completion of the program, any termination will be governed by the Apprenticeship Act.
- (d) Training will be in accordance with the Ministry of Labour regulations and the scale of pay will be by percentage of the Journeyman rate set out in this contract as a minimum.
- (e) On completion of training and graduation to Journeyman, the continuance of employment will be at the discretion of the Employer. The employee will not have the option of bumping into another classification.
- (f) Aside from items 37:08 (a) to (e) above, an apprentice will be covered by all the terms and provisions of the Collective Agreement.

ARTICLE 38: SALARY

- 38.01 The parties agree that Schedule 'A' forms part of the Collective Agreement.
- 38.02 Between July 1, 1998 and the date affixed to Article 43, the salary shall be that as set out in the collective agreement(s) of the predecessor board which applied to employees on June 30, 1998.
- 38.03 As of June 30, 1998, employee(s) from a predecessor board who were receiving pay and allowances, if any, at rates higher than the rates in Schedule 'A' shall continue with that higher pay rate provided the employee remains in the position.
- 38.04 Where the Employer requires an employee to be a member of a Professional Association, the Employer shall pay the annual membership fee, if any.
- 38.05 The Employer agrees to pay each individual member of CUPE Local 4186 who was a full-time employee on the date of ratification, a signing bonus of two hundred and fifty (\$250.00) dollars within thirty (30) days of the date affixed to this Agreement. An employee(s) working less than full-time hours in his/her position shall receive a prorated amount. An employee(s) on inactive status for two (2) years or more as at the date affixed to this Agreement will not receive this bonus.

- 38.06 In addition to the rates in Schedule “A” of this Agreement, twenty (\$0.20) cents per hour will be paid for each of up to three certificates recognized by the Ministry of Skills, Development and Training. Any additional certificates must be requested by the Employer. If the Employer requests other categories to obtain a Department of Labour Certificate, twenty (\$0.20) cents per hour will be given for each Certificate required.
- 38.07 The Employer agrees to pay for the renewal of Ministry of Labour Journeyman papers for all trades as required by the Employer.

ARTICLE 39: PAYMENT OF WAGES AND ALLOWANCES

- 39.01 Existing payment schedules established by predecessor boards shall continue until September 10, 1999 for the applicable employees. The pay issued on September 10, 1999 shall be the transitional pay. The Employer will establish a common bi-weekly pay schedule on that date and the first pay issued of this new pay schedule shall be September 24, 1999. Pay schedules shall continue bi-weekly thereafter.
- 39.02 Payment of salary shall be by direct bank deposit into the employee’s bank account.

Travel Allowance

- 39.03 (a) Each employee shall bear the cost of travelling from home to his/her first daily assignment and from his/her last daily assignment to home.
- (b) Audio-visual technicians, computer technicians, communications assistants and floater custodians shall be assigned a designated work location for the purposes of this Article.
- (c) Effective the date affixed to Article 43, where an employee is required to travel for the purpose of conducting Board business, the employee shall receive a travel allowance at the rate of (\$ 0.35) cents for the first 5000 kilometres and (\$0.29) cents thereafter in a calendar year.
- (d) An employee who is required to travel between schools in the same work day shall be granted reasonable time to travel between those schools.
- 39.04 **An** employee who is required to handle cash shall not be responsible for shortages, except in the case of criminal negligence.

ARTICLE 40: COPIES OF AGREEMENT

40.01 Each employee covered by this Collective Agreement shall receive a copy within thirty (30) days after the Agreement has been signed and dated by all parties as in Article 43.

ARTICLE 41: GENERAL

41.1 Whenever the singular, masculine, **or** feminine is used in this Agreement, it shall be considered as if the plural, feminine, or masculine has been used where the context of the party or parties hereto so required.

ARTICLE 42: TERM OF AGREEMENT

42.01 This Agreement shall remain in full force and effect from July 01, 1998 and shall continue until midnight August 31, 2001 and from year to year thereafter unless in any year not more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination **of**, or proposed revision of, this Agreement.

ARTICLE 43: AGREEMENT SIGNATURES

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of, 1999.

**LONDON DISTRICT
CATHOLIC SCHOOL BOARD**

**CANADIAN UNION OF PUBLIC
EMPLOYEES ON BEHALF OF LOCAL 4186**

SCHEDULE 'A'- Custodial

Group "A" : employees designated as Charge Custodians at secondary schools.

Group "B" : employees designated as Charge Custodians at elementary schools.

Group "C" : employees designated as custodians at secondary or elementary schools.

Group "D" : employees designated as temporary, casual and students working as custodians at secondary or elementary schools.

Effective Date Affixed to this Agreement:

Years Experience	A	B	C	D
0	15.45	15.08	14.09	12.25
1	15.92	15.54 15.54	14.52 14.52	12.25 12.25
2	16.39	16.00 16.00	14.95 14.95	12.25 12.25
3	16.86	16.46	15.38	12.25

Effective Date Affixed to this Agreement: Signing bonus \$250.00

Effective September 01,1999: 1% increase

Years Experience	A	B	C	D
0	15.60	15.23	14.23	12.37
1	16.08	15.70	14.67	12.37
2	16.55	16.16	15.10	12.37
3	17.03	16.62	15.53	12.37

Schedule 'A' - Custodial

Effective March 01,2000: 1% increase

Years Experience	A	B	C	D
0	15.76	15.38	14.37	12.50 12.50
1	16.24	15.85	14.81	12.50 12.50
2	16.72	16.32	15.25	12.50 12.50
3	17.20	16.79	15.69	12.50 12.50

Effective September 01,2000: 1% increase

Years Experience	A	B	C	D
0	15.92	15.53	14.51	12.63
1	16.40	16.01	14.96	12.63
2	16.89	16.48	15.40	12.63
3	17.37	16.96	15.85	12.63

Effective March 01,2001: 1% increase

Years Experience	A	B	C	D
0	16.08	15.69	14.66	12.75
1	16.57	16.17	15.11	12.75
2	17.06	16.65	15.56	12.75
3	17.55	17.13	16.01	12.75

SCHEDULE 'A' - Maintenance

- Group "A"**: employees designated as Certified Tradesmen for positions requiring journeymen's papers as recognized by the Ministry of Skills and Development.
- Group "B"** : employees designated as Skilled Tradesmen for positions requiring a community college technical certificate/diploma
- Group "C"** : employees designated as General Tradesmen for positions requiring general knowledge and skill
- Group "D"** : employees designated as temporary, casual and students working in a maintenance job classification.

Effective Date Affixed to this Agreement:

Years Experience	A	B	C	D
0	17.72	15.38	14.56	13.38
1	18.32	15.90	15.05	13.38
2	18.92	16.42	15.54	13.38
3	19.51	16.94	16.04	13.38

Effective Date Affixed to this Agreement: Signing Bonus \$250.00

Effective September 01,1999: 1% increase

Years Experience	A	B	C	D
0	17.90	15.53	14.71	13.51
1	18.50	16.06	15.20	13.51
2	19.11	16.58	15.70	13.51
3	19.71	17.11	16.20	13.51

SCHEDULE 'A' - Maintenance

Effective March 01,2000: 1% increase

Years Experience	A	B	C	D
0	18.08	15.69	14.85	13.65
1	18.69	16.22	15.35	13.65
2	19.30	16.75	15.85	13.65
3	19.90	17.28	16.36	13.65

Effective September 01,2000: 1% increase

Years Experience	A	B	C	D
0	18.26	15.85	15.00	13.79
1	18.88	16.38	15.50	13.79
2	19.49	16.92	16.01	13.79
3	20.10	17.45	16.52	13.79

Years Experience	A	B	C	D
0	18.44	16.01	15.15	13.92
1	19.07	16.55	15.66	13.92
2	19.69	17.09	16.17	13.92
3	20.30	17.63	16.69	13.92

Notes:

1. Charge Painter will receive an additional \$0.90 per hour as a responsibility allowance.
2. An apprentice will be paid not less than the Group D rate.

LETTER OF UNDERSTANDING #1

In the event that the Employer merges or amalgamates with any other body, the Employer will use its best efforts to ensure that:

- a) CUPE Local 4186 employees shall be credited with all seniority rights with the new employer.
- b) All service credits relating to vacation pay, sick leave credits, pensionable service, and other benefits shall be recognized by the new employer.
- c) All work and services presently performed by members of CUPE Local 4186 shall continue to be performed by CUPE members with the new employer.
- d) No employee shall suffer a loss of employment as a result of the merger.
- e) The Employer agrees to include the CUPE National Representative and President and Chief Steward of CUPE Local 4186 or his/her designate(s) in all discussions relevant to employment issues with the new employer.

LETTER OF AGREEMENT #2

The parties agree that within and no later than ninety (90) days from the date affixed to this Agreement, a meeting shall be held with the Employer and the Union for the purpose of reviewing job evaluations/classifications in accordance with Pay Equity provisions. The parties shall consider the following:

1. Terms of Reference
2. Gender-Neutral Job Evaluation Plan and Questionnaire
3. Joint Job Evaluation Committee
4. Weighting System
5. Salary Bands and Salaries
6. Updated Job Descriptions
7. Pay Equity
8. Collective Agreement Language for an ongoing process

LETTER OF INTENT #3

By September 30, 1999, the Employer will have completed a review of all maintenance personnel qualifications including any journeyman's papers as recognized by the Ministry of Skills and Development and community college technical certificates/diplomas. The Employer will determine which tickets, papers, technical certificates/diplomas are required and appropriate for the work of the individual in his/her position. Adjustments in position classification will be made retroactive to the date affixed to this Agreement.