

# COLLECTIVE AGREEMENT

Between:

***THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD***



(Herein called the “Board”)

Of the First Part

And:

***THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1317***



(Hereinafter called the “Union”)

Of the Second Part

September 1, 2012 to August 31, 2014

11994 (05)

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## **PREAMBLE**

The Parties will include the following statement in a non-grievable local Memorandum of Settlement: "The Niagara Catholic District School Board and CUPE Local 1317 are committed to improve morale, mutual respect, in our common goal to provide a safe and healthy environment for the school community and to improve student achievement, reduce gaps in student outcomes and increase confidence in Catholic Education."

## **ARTICLE 1 – PURPOSE**

1.01 The Purpose of this Agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with procedures for dealing with grievances and complaints.

## **ARTICLE 2 – RECOGNITION**

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

### **2.02 *Definitions***

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

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- (e) **The term “days” when used in the Collective Agreement means calendar days excluding Saturday, Sunday, Statutory Holidays, Board Holidays and Spring Break as approved in the Board Calendar.**
- (f) A Probationary Person, during the first sixty (60) working days, in a regular full or part-time position, shall remain without seniority. Upon completion of this period, his/her name shall be placed on a seniority list as at the date of his/her hiring. Until so placed on a seniority list, they shall be known as a Probationary Person who may not grieve regarding discharge providing that, at the request of the Union, such a discharge will be discussed at a meeting provided for in Article 8, Section 8:01.

### **ARTICLE 3 – UNION SECURITY**

- 3.01 All new Employees shall, within thirty (30) days of employment, become members of the Union. No Employee shall lose their job by reason that he/she ceases to be a member of the Union.
- 3.02 The Board agrees to deduct such regular monthly Union dues and assessments as are levied upon all members of the Union in accordance with its constitution and by-laws, the proportionate amount from the regular pay of all present Employees and of all new Employees. On behalf of casual help, the Board agrees to deduct an amount equivalent to Union dues.
- 3.03 For Employees, the amount of such regular monthly Union dues or the equivalent to Union dues shall be certified in writing to the Board by the Secretary-Treasurer of the Union at least one month prior to any required changes.
- 3.04 The total amount of the monthly deductions will be remitted regularly each month by the Board to the Secretary-Treasurer of the Union by the 15<sup>th</sup> of every month.
- 3.05 The Board will use its best endeavours to comply with the provisions of this Article, but is relieved by the Union of any and all responsibility and/or liability of deducting or failure to deduct Union dues, or the equivalent to Union dues.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it is the exclusive function of the Board to:
- (a) Establish and post rules for the promotion of safety, efficiency and discipline.
  - (b) Maintain order, discipline and efficiency.
  - (c) Hire, discharge, layoff, classify, direct, transfer, promote, demote, suspend or otherwise discipline Employees for just cause, and determine the qualifications of any Employee to perform work, and;

- (d) Generally manage the enterprises in which the Board is engaged and, without restricting the generality of the foregoing, to determine the work to be done, methods, schedules of production, kinds, location and output of machines and maintenance of same and tools to be used, processes and the control of materials and parts to be in the work.
- 4.02 The Board also has the right to make and alter from time to time rules and regulations to be observed by the Employee, provided that no change shall be made by the Board in such rules and regulations without prior notice to, and discussion with the Union.
- 4.03 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Board has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a Grievance.

#### **ARTICLE 5 – NON-DISCRIMINATION**

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

#### **ARTICLE 6 – CORRESPONDENCE**

- 6.01 All communications between the parties shall be addressed to the:
- (a) Senior Administrator of Human Resources
- (b) President, Vice-President, Chief Steward, Recording Secretary, and Secretary-Treasurer of Local 1317, of CUPE at their last known address, but no communications shall be deemed to be a nullity by reason of the fact that a communication was received by only one of the persons mentioned in clause a) or b).

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## **ARTICLE 7 – GRIEVANCE PROCEDURE**

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

- 7.01 **The Board will copy the Union in all discharge cases and written discipline cases within five (5) days of receipt by the Employee.**
- 7.02 A **Union** Grievance Committee consisting of not more than four (4) members, all of whom shall be regular Employees with the Board, shall be selected by the Employees of the Board, who are members of CUPE Local 1317 and the Board shall be kept informed by the Union of the personnel of this Committee.
- 7.03 Once a grievance has been submitted to the **Union** Grievance Committee, it shall be settled only through the **Union** Grievance Committee or with the consent and approval of that Committee.
- 7.04 No Employee shall be required or permitted to make any written or verbal agreement with the Board or its representatives, which may conflict with the terms of this Collective Agreement.
- 7.05 Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Step 1 of this Article may be by-passed.

### **Step 1**

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

- (a) An Employee and/or the Steward shall take up any such grievance in writing directly with their **immediate** Supervisor within seven (7) days of the event upon which the grievance is based.
- (b) Written grievances shall specify the date of the alleged violation, the facts, the section or sections claimed to be violated or relied upon, and the date of presentation of the grievance.
- (b) The immediate Supervisor shall render their written response to the Employee and/or the Steward within two (2) working days with a copy to the Chief Steward.



## **Step 2**

- (a) Said answer shall be final unless within three (3) working days after receipt thereof by the Employee and/or the Union Steward, the written grievance is submitted to the **Senior** Administrator of Human Resources.
- (b) The Chief Steward **and/or National Representative**, accompanied if she/he wishes by the appropriate Steward, and/or President, shall be given an opportunity to discuss the grievance with the **Senior** Administrator of Human Resources, and/or relevant Administrative representatives if appropriate, within two (2) working days **of the time of presentation of the grievance**. The **Senior** Administrator of Human Resources will render a written decision within two (2) working days after the date of such meeting to the President with a copy to the Chief Steward.
- (c) Said answer shall be final unless within **ten (10)** working days after **the date of the answer in Step 2**, either party signifies by written notice its intention to arbitrate the dispute, **naming its arbitrator to the board, or its single arbitrator, as the case may be**.
- (d) **Before a grievance is submitted to arbitration the parties may apply for the assistance of a Grievance Mediation Officer, upon mutual consent. It will be the duty of the GMO to attempt to resolve the grievance in a fair and reasonable manner. The parties agree to have the Senior Administrator of Human Resources and the CUPE National Representative in attendance at Office.**

## **Step 3 – Arbitration Procedure**

Each party shall pay the costs and expenses of its appointees and the costs and expenses of the Chairperson, **Single Arbitrator or Grievance Mediation Officer** shall be borne equally by the parties.

- 7.06** No such Arbitration Board **or Single Arbitrator** shall have any jurisdiction to alter, change, or amend any of the provisions of this Agreement, or to make any decisions inconsistent with the provisions of this Agreement. The Arbitration Board **or Single Arbitrator** shall not have authority to determine a question involving the general wage level.
- 7.07** The decision of a majority of such Board of Arbitration **or Single Arbitrator** shall be final and binding on both parties. When there is no majority decision of the Board of Arbitration, the decision of the Chairperson shall become the decision of the Board of Arbitration.
- 7.08** If a grievance is not submitted within the time provided, it shall be deemed null and void.
- 7.09** Any Employee who has attained seniority, found to be unjustly discharged, or suspended, shall be reinstated to their former job and shall be compensated at their straight time hourly earnings for the time lost as a result of the incident, less pay for any penalty time decided upon, provided the Union files a written protest of such discharge or suspension with the Board within five (5) working days from the date of their discharge or suspension. If the Grievance Committee so desires, it may process the grievance immediately, starting at **Step 2** of the Grievance Procedure.

- 7.10 In accordance with this understanding, the Board will compensate a Steward for his/her regularly scheduled work time spent in servicing grievances and attending meetings between the parties up to and including Step 2 of the Grievance Procedure.
- 7.11 **A Board Grievance will commence at Step 3 of the Grievance Procedure and be initiated by the Board, with response from the Union, adhering to all timelines of Steps 2 and 3 respectively.**

### **ARTICLE 8 – LABOUR/MANAGEMENT RELATIONS**

- 8.01 Meetings between the Board and Union committee may be held once monthly. A statement outlining the matters for discussion will include a brief outline of the issue(s). This will be submitted by each party no less than seven (7) days prior to the time of the scheduled meeting except in cases of emergency, which will be determined through agreement by the President and the **Senior** Administrator of Human Resources.
- 8.02 It is understood that the Union President and the Union Executive members have regular duties to perform on behalf of the Board. They will not absent themselves from their regular duties unreasonably in order to deal with a grievance or other Union business. They will not leave their regular duties without receiving permission from their Supervisor. Such permission to leave will not be unreasonably withheld.

### **ARTICLE 9 – STRIKE AND LOCKOUT**

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

### **ARTICLE 10 – SENIORITY**

#### **10.01 Seniority Lists**

- (a) The Board shall prepare seniority lists at March 31<sup>st</sup>, **and distribute electronically to each school, and the Union President.** At any time during working hours up-to-date seniority information shall be available to the Union President on application to the **Senior** Administrator of Human Resources. After a two-week review, if no discrepancies have been forwarded to the Human Resources Department, the seniority list will be deemed approved.

- (b) Seniority may not be exercised by a casual against an Employee. If a vacancy is not filled by an Employee, a casual who applies for this vacancy will be considered, and shall receive reasons why they did not get the job, if requested.
- (c) As at ratification, a casual as defined in Article 2.02 (c) above shall not accumulate seniority for this purpose of this Agreement, however when two or more casuals have been considered for a regular full-time position or a regular part-time position, the casual's length of service based on actual hours worked during the previous twelve (12) months will be considered.
- (d) When an Employee is absent due to sickness or leave, the Board will endeavour to fill the temporary vacancy from within the school with the most senior person as a step up of one classification only, provided that they are qualified to do the job. There will be only one movement in the school at any time.

### **10.02 Termination of Seniority**

Seniority shall cease for any of the following reasons:

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

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### 10.03 Posting and Filling of Vacancies

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

- (i) Seniority
- (ii) Knowledge, efficiency and ability to do the work of the job.
- (iii) **Ability to perform the core duties of the job.**

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

(b) Article 10.03 b) applies to all job classes other than Educational Assistants, Child and Youth Workers, Communicative Disorder Assistants, Credit Recovery Assistants, Interpreter, Intervener, School Secretaries or Library Technicians.

- (i) In filling vacancies the Board will only be obliged to post the initial vacancy and a maximum of five (5) vacancies that arise due to the filling of the initial vacancy. If the successful applicant on any of the postings declines the position and the job is awarded to the next senior qualified applicant, then this Employee's vacant position will be posted, until the maximum postings have been reached. Second and all subsequent postings as per Article 10.03 (b) i) shall be advertised within twenty (20) working days including the successful completion of the trial period outlined in Article 10.04 (f).
- (ii) All Educational Assistants, Child and Youth Workers, or Communicative Disorder Assistants, Credit Recovery Assistants, Interpreters, Interveners will only have the original CUPE posting posted by August 10th of each school year, with commencement of placement for September of the next school year. In the spring of each school year, Educational Assistants, Child and Youth Workers and Communicative Disorder Assistants will be invited to complete a "Request For Transfer Form" indicating an individuals desire to change work locations. Once an Educational Assistant, Child and Youth Worker or Communicative Disorder Assistant, Credit Recovery Assistant, Interpreter, Intervener has been placed in a position for the upcoming school year, they are not eligible to apply for any upcoming positions until the following school year.
- (iii) Notwithstanding article 10.03 b) ii, the Employer maintains its right to transfer according to system needs.
- (iv) Board testing required for caretakers and cleaners will be scheduled once every **three (3) years**. An acceptable grade, as predetermined by the Employer shall remain on the employees file for **three (3) years** from the date of testing.
- (v) Posted positions for School Secretaries and Library Technicians will be posted during the school year however the commencement of placement will only occur twice within the school year, which will be after the Christmas Break or Summer Break for Elementary Secretaries and Elementary Library

Technicians and after the first semester or Summer Break for Secondary Secretaries and Secondary Library Technicians. The above stated procedure will not apply when the posted position is for more hours per week or for a higher rate of pay per hour.

When an Employee is the successful applicant for a posted job, the Employer will immediately post the successful applicants job. Should the posting process not be completed prior to either of the above stated placement times, the incumbents will transfer during the next placement period.

If an Employee so request, a maximum of two (2) working days will be used for orientation.

It is agreed that Article 10.04 f), g) does not apply to article 10.03 b) i or ii.

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

- (a) Vacancies shall be posted in every school, maintenance workshop and administration offices (education centers) for a period of five (5) working days. If no suitable candidate applies, the job may be filled by the Board from among other Employees or by new hiring's.
- (b) The posting shall show the classification vacant, the rate of pay, the hours of work, location and the requirements of the job.
- (c) An Employee when applying to a posted vacancy shall **submit an electronic application as per the new posting process** to the **Senior** Administrator of Human Resources **specifying** their qualifications for the job. Upon the filling of a posted job, the Board shall notify the Union **electronically** of the person filling the posted position. An Employee applying for a vacancy filled by a person with less seniority, may request and shall receive reasons why they did not get the job. Any such request shall be made to the **Senior** Administrator of Human Resources within three (3) working days of the filling of the vacancy, and the answer shall be given within two (2) working days of the making of the request.
- (d) If the Board intends to postpone the filling of the vacancy or not fill it, in which case the Board shall so notify the Union within ten (10) days of the end of the posting period.
- (e) The Board is free to fill a vacancy immediately if it sees fit and no grievance may be filed under this Section, 10.04 until the time for an answer under Section 10.04 (c).
- (f) An Employee who changes position through the job posting procedure shall be placed on trial for a period of fifteen (15) working days conditional on satisfactory service. Such trial posting shall become permanent after fifteen (15) working days. If the Employee wishes to return to their former position, they shall inform the Board within the fifteen (15) day trial period and they shall return to their former

position without loss of seniority or wages. If this occurs, only those applications received for the original posting will be considered. No further posting will be made for the original position.

- (g) If an Employee so requests, a maximum of one (1) working day and above the fifteen (15) day trial period stated in Article 10.04 (f) will be used for orientation.
- (h) An Employee must have at least six (6) months at their present location(s) /classification in order to be able to apply for a position in the same classification unless the new posting is for more hours of work, in which case, the Employee would be allowed to apply.

10.05 For Educational Assistants, Child and Youth Workers and Communicative Disorder Assistants, Credit Recovery Assistants, Interpreters, Interveners **and Designated Early Childhood Educators** vacancies arising during the course of the academic year shall not be posted.

Such positions will be filled by the Board on a temporary basis by temporary Employees and for the purpose of this provision, Articles 10.03, 10.04 and 10.06 will not apply.

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

#### **10.06 Determination of Seniority**

Day one seniority shall apply to all Employees.

#### **10.07 Temporary Jobs**

- (a) This article applies to all job classes other than Educational Assistants, Child and Youth Workers, Communicative Disorder Assistants, Credit Recovery Assistants, Interpreters and Interveners **and Designated Early Childhood Educators**, all other temporary jobs will be posted, when it is prescheduled to be five (5) months or greater in duration, but less than twenty-four (24) months and shall include two (2) additional vacancies resulting from the filling of the original vacancy.

#### **10.08 Transfers**

- (a) An Employee under this Agreement who is a successful candidate to an external placement within this Board shall retain accumulated seniority for one (1) year within the bargaining unit. If the absence from the union is longer than (1) year, the Employee would lose their seniority.
- (b) Any vacancy related to the above external placement shall be posted within five (5) months of the external placement.
- (c) An Employee who initiates a transfer may move from one position to another within

the system at any time provided the positions are of equal hours, wages and classification, with the mutual agreement of the Employee involved, the Supervisor and the **Senior** Administrator of Human Resources.

- (d) The Employee may only be out of the bargaining unit for up to one (1) year. After one (1) year the Employee will lose all seniority and rights to return to the bargaining unit.

#### **10.09 Employees' Seniority - Sickness or Injury**

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

### **ARTICLE 11 – LAY-OFF AND RECALL**

- 11.01 (a) In the event of a lay-off a regular Employee who has completed their probationary period shall be laid off in the reverse order of their seniority.
  - (b) An Employee who is about to be laid-off may choose to bump an Employee with lesser seniority provided that they are capable and qualified to perform the work, and the Employee shall be provided with two (2) weeks to become oriented with the new position provided they are able to perform the core responsibilities.
  - (c) No lay-off procedure shall take place when a portable(s) is removed from a site, and the Cleaner with the least seniority at that site receives a reduction in hours to a maximum of one-half hour per day. It is understood if work time is allocated as a result of an additional portable to a site, or an increase in cleaning frequency, the Cleaner with the most seniority will have their hours of work increased, not to exceed forty (40) hours per week.
- 11.02 If, due to job abolishment or curtailment of staff, the Employee is transferred to a job for which they are qualified to perform and they refuse to accept such job, they will be considered a voluntary quit.
- 11.03 In the process of recalling after a lay-off the Employee having the greatest seniority shall have the first privilege of being recalled providing the laid-off Employee has the necessary qualifications to meet the requirements of the job.
- 11.04 If a laid-off Employee is recalled to a job for which they are qualified to perform and they refuse to accept such job, they will be considered a voluntary quit. This shall not apply if the position to which the Employee is being recalled is of a three (3) month or less than a three (3) month duration.

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- 11.05 (a) A Probationary Person who is laid-off and is rehired within a twelve (12) month period, shall retain service for time worked and it shall be credited to their probationary period.
- (b) The Board shall notify the Union of lay-off positions prior to notifying the affected Employees.
- 11.06 An Employee who is laid off with more than three (3) month's seniority shall be allowed to accumulate seniority for the lesser of the period of lay-off or three (3) months provided such seniority accumulation shall not exceed their actual service at time of layoff.
- 11.07 (a) All Employees who are to be permanently laid off shall receive ten (10) week's notice of lay-off or they shall receive payment of their regular wages in lieu of such notice. This shall not apply in cases where one (1) Employee chooses to bump another Employee or in cases where lay-offs will be for a three (3) month or less than three (3) month duration. Where such Employee is laid off due to another Employee with more seniority returning from a leave of absence.
- (b) The Board shall not be required to issue notices of layoff or recall for summer lay-off. Such lay-offs or recalls are to be according to normal practices unless the Employee is notified otherwise by the Board.

## **ARTICLE 12 – LEAVES OF ABSENCE**

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

An employee will have the ability to cancel an approved Leave of absence within seven (7) working days of the requested date of commencement of said leave.

An employee applying for a Leave of Absence will be required to give the Board a minimum of five (5) working days electronic notice.

An Employee who is hired by another Employer while on such leave of absence will lose their seniority as per Article 10.02.

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



## **12.02 Union Leaves**

An Employee elected or appointed by the Union to attend conventions and conferences of the Union shall be granted a leave of absence provided the Board is given a minimum of two (2) week's written notice and the Board shall continue to pay the Employee's regular wages and benefits during such absence and the Union shall reimburse the Board for the cost of the same. No more than five (5) Employees, excluding the President of CUPE Local 1317 may be absent at any one time and such leave without pay shall not total more than two hundred (200) working days in one (1) year excluding traveling time.

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

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

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

Upon reinstatement, they shall, consistent with their seniority, be placed on their previous or comparable work provided they are able to do the work.

## **12.05 Bereavement Leave**

- (a) An Employee shall be entitled to a leave of absence for five (5) consecutive working days, without deduction of salary or sick leave credit to attend a funeral of a member of their "Immediate Family".
- (b) The "Immediate Family" shall include a relative or a relative through legal adoption of either the employee or the employee's spouse: Husband, Wife, Son, Daughter, Father, Mother, Guardian, Brother, Sister, Grandfather, Grandmother, and Grandchild, Great Grandparent, Step-Child and StepParent.
- (c) If the distance to the funeral is 800 kilometers or more (one way) from the Employee's residence, one additional day of bereavement leave shall be granted.
- (d) An Employee shall be entitled to a leave of absence of one (1) day, without deduction of salary or sick leave credit for reasons related to the death of a member of their "Non-Immediate Family" or to act as a pall bearer. The "Non-immediate Family" shall include the blood relative or relative through legal adoption of either the Employee or the Employee's spouse: niece/nephew, cousin, aunt/uncle, spouse's brother or spouse's sister's husband or wife.

- (e) Where the deceased is cremated or where for any reason the body cannot be interred within five (5) days of death, the leave shall not be more than three (3) working days. The Employee shall be granted an additional day to attend the interment of the deceased.

12.06 An Employee shall not be entitled to the benefits of Section 12.05 when they fail upon request to furnish the Board reasonable proof of the necessity for bereavement leave.

### **12.07 Jury Duty**

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

### **12.08 Pregnancy/Parental/Adoption Leaves**

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

The Board shall pay 100% of the Employee's regular salary during the first two weeks of the Employment insurance two week unpaid waiting period for pregnancy leave provided the Employee has provided verification of eligibility for Employment Insurance (EI) benefits and does not access up to six (6) weeks of sick leave credits following the birth of a child.

### **12.09 Public Office**

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

### **12.10 Adoption Leave**

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

#### **Extension to Adoptive Leave**

Any Employee who has adopted a child shall have access to an unpaid seventeen (17) week Leave of Absence following the parental leave. The Board shall continue to pay the premium of the Employees benefits for the duration of the leave from September 1, 2008 - August 31, 2010. As at September 1, 2010 the cost of the premium will be assumed by the Provincial Discussion Table benefit enhancement.

### **12.11 Training Course**

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

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

### **12.13 Personal Days**

1. An Employee shall be granted two (2) days per calendar year for personal reasons for which the cost of a casual's wages shall be deducted. Such wages shall not be greater than the daily rate of the Employee taking the personal day. Replacement of the Employee shall be at the discretion of the Board; however deduction will occur either way.
2. The day will not be at the beginning or end of a holiday or holiday weekend.
3. Notification must be given by the Employee three (3) working days in advance, except in certain emergency situations. Where appropriate notice is not possible, the personal day may be granted at the discretion of the appropriate **Human Resources Designate** upon request for a stated emergency.

### **12.14 Family Leave**

An Employee shall be granted a maximum of two (2) days in a school year, to be deducted from sick leave credits, for the employee to attend to the serious illness, surgery or injury of a spouse, dependent child or a parent.

### **12.15 Emergency Leave**

**As per the *Employment Standards Act*, an Employee may request to utilize up to ten (10) Emergency Unpaid Leave Days.**

### **12.16 Compassionate Leave**

**An Employee may be granted a Leave of Absence for compassionate reasons upon request to the Director of Education. Such leave shall be without loss of pay and deductions of sick leave credits.**

## **ARTICLE 13 – WAGE RATES**

- 13.01 (a) The Board agrees to pay and the Union agrees to accept the wage rate as set out in Schedules hereto attached and forming part of this Agreement.
- (b) Wages will be paid bi-weekly on Thursdays.
- (c) Included with their pay cheque, an Employee shall receive an itemized statement showing as separate items: regular hours of work, overtime hours, shift premiums, allowances, etc.
- 13.02 (a) An Employee temporarily transferred at the request of the Board while their regular work is available shall be paid their average straight time hourly earnings, or the rate of the job transferred to, whichever is the higher. The same shall apply when they are requested to perform experimental work.
- (b) When an Employee is assigned to a temporary position paying a lower rate, their rate shall not be reduced. A temporary position shall be defined as a position that lasts for three (3) months or less for wage administration purposes only.
- 13.03 When work is not available on an Employee's regular job, and they are offered permanent work on another hourly rated job, they shall receive their hourly rate for that particular job to which he/she is transferred.
- 13.04 Lost time due directly to work stoppage, slowdowns or strikes within the school system shall not be paid for by the Board.
- 13.05 An Employee shall be paid their average straight time hourly earnings, for the time lost on their operation if called away from same at the Employer's request.

### **13.06 Shift Premium**

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

### **13.07 Responsibility Allowance**

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

Responsibility Allowance will be administered on the following basis:

<u>Square Meters Per School</u>	<u>Rate per Hour</u>
0 – 2000	\$0.30
2001 – 4000	\$0.40
4001 – 6000	\$0.60
High Schools	\$0.86

Building Operator responsibility allowance - \$0.86/hour

## **ARTICLE 14 – HOURS OF WORK**

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

- (c) Educational Assistants, Child and Youth Workers and Credit Recovery Assistants shall work a minimum number of working days per school year, as follows:
- 188 days in 2008-2009;
  - 189 days in 2009-2010;
  - 190 days in 2010-2011;
  - 194 days in 2011-2012.

14.02 The regular working schedule shall be as follows:

- (a) For regular full-time Employees:

Day Shift - Caretakers – Elementary

Starting time - Between Seven (7:00) a.m. and Eight (8) a.m. an eight hour shift spread over a maximum of a nine (9) hour period with one (1) hour unpaid lunch period.

Day Shift - Caretakers – Secondary

Starting time - Between Six (6:00) a.m. - and Seven (7:00) a.m. - an eight hour shift spread over a maximum of a nine (9) hour period with a one (1) hour unpaid lunch period.

Afternoon Shift- Caretakers

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

Night Shift Caretakers

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

Maintenance Personnel

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

For Caretakers, Building Operator, Full Time Cleaners and Maintenance Personnel, the following applies:

Summer Hours            Monday to Thursday - Seven-thirty (7:30) a.m. to four (4:00) p.m. - one-half (1/2) hour unpaid lunch;  
Friday - Seven-thirty (7:30) a.m. to eleven thirty (11:30) a.m. (or one half shift). Summer Hours shall commence the first Monday in July and end the Friday prior to Labour Day.

For Catholic Education Centre Caretakers the following applies:

Summer Hours            Monday to Thursday - From four (4:00) p.m. to twelve thirty (12:30) a.m. with one-half hour unpaid lunch; Friday Twelve (12:00) noon to four (4:00) p.m. Summer hours shall commence the first Monday in July and end the Friday prior to Labour Day.

- (b) The Board will endeavour to provide two (2) fifteen (15) minute paid breaks for all Employees who work a minimum of six (6) hours per shift, and one fifteen (15) minute break for all Employees who work a minimum of four (4) hours per shift.
  - (c) For regular full-time and part-time School Secretaries **in a school setting**, the regular working schedule shall be in the time frame **7:00 a.m. to 4:30 p.m.** taking into consideration the secretarial hours allocated to the school.
- 14.03 (a) For all Employees, the Board does not guarantee any hours of work, but before any change is made in the stopping and starting times, or new and different shifts are established, there will be prior notice to and discussion with the Union.
- (b) Where a regularly scheduled shift starts or ends on a Saturday or Sunday, no overtime payment, as described under Article 15.01 Overtime, shall be paid.

For Catholic Education Centre Office staff, Computer Technicians, Information Technology Assistants and 12-Month Secretaries:

Regular	8:30 a.m. to 4:30 p.m. - 1 hour unpaid lunch
Summer and	Monday through Thursday - 8:30 a.m. to 4:00 p.m.
March Break	- ½ hour unpaid lunch, Friday 8:30 a.m. to 1:00 p.m.

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

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

**ARTICLE 15 – OVERTIME**

- 15.01 (a) Caretakers, Cleaners, and Maintenance personnel, shall receive time and one-half (1 ½) for all hours worked in excess of forty (40) hours weekly; for all Office and Clerical, Educational Assistants, Child and Youth Workers, Credit Recovery Assistant, Interpreters, Interveners, Communicative Disorder Assistants and Library

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- Technicians, time and one-half (1 ½) for all hours worked in excess of thirty-five (35) weekly; and for all staff, time and one-half (1 ½) for all hours worked on a Saturday.
- (b) Double (2) time for all hours worked on Sunday.
  - (c) The Union recognizes that it is the function of the Board to schedule hours of work and the Employee's obligation to work the hours scheduled, provided the hours scheduled do not violate the "Employment Standards Act of the Province of Ontario" and regulations thereunder.
  - (d) For Catholic Education Centre Office and Clerical staff Employees overtime must be approved by the Supervisor through the appropriate Superintendent.
- 15.02 Compensation for overtime shall not be paid twice (2) for the same hours of work. The applicable shift premium as defined in Section 13.06 shall be paid for hours worked, including overtime hours at straight time rates.
- 15.03 Employees who worked approved overtime may, with mutual agreement take time off at the equivalent overtime rate rather than receive premium pay.
- 15.04 When an Employee, is called back to work because of an emergency after leaving the Board premises, they shall be entitled to receive their time and one-half (1 ½) pay for hours worked, but in no case shall be paid less than three (3) hours pay at job hourly rate.
- 15.05 Work performed by an Employee in excess of the standard weekly hours will not be paid for at time and one-half (1 ½) rate when:
- (a) Such overtime is caused by a personal arrangement made between two (2) Employees, that is, where one (1) Employee works for another.
  - (b) A change is made in an Employee's working hours at their own request.
  - (c) The time is spent by the bargaining unit members in grievance meetings with the Board representatives during the members regular scheduled shift hours, however, such time will be considered part of the representatives regular shift hours in determining overtime hours on regular work.
- 15.06 For all Employees, except Educational Assistants, overtime shall be divided as equally as is practicable among the Employees in the same classification assigned to the individual school/facility.

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

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



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

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

**ARTICLE 16 – VACATIONS**

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

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

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

- (c) If an Employee leaves the employment of the Board during the calendar year, the current year's Vacation Entitlement or Vacation Pay Percentage, will be pro-rated on the basis of equivalent time worked.
- 16.02 (a) i) Vacations for Caretakers and Cleaners shall be granted at such time as the Board finds most suitable considering both the wishes of the Employees and the efficient operation of the Board or due to emergency conditions.

Vacation requests shall be submitted by February 28<sup>th</sup> of each year. If the Employee accepts another CUPE Posting after February 28<sup>th</sup> their vacation request is null and void and they must re-submit their request to the new on-site Supervisor, except when an Employee can illustrate pre-payment for

their trip. A response will be sent to the Employee no later than thirty (30) calendar days.

- ii) Maintenance personnel may take a maximum of three (3) week's vacation during the summer months provided that no two maintenance personnel of the same trade will be off at the same time; three week's vacation is not to be taken consecutively. Vacation shall not be granted at Spring Break, but may be taken throughout the year at times as the Board finds most suitable considering both the wishes of the Employee and the efficient operation of the Board or due to emergency conditions.
- (b) All 10 month Employees with eighteen (18) or more years of seniority shall be allowed to take two (2) weeks unpaid leave of absence on the basis of seniority while school is in session. There shall be no more than fifteen (15) such leaves in total approved per calendar year.
- (c) Catholic Education Centre Office and Clerical Employees may take their vacation at any time during the calendar year with the approval of their departmental Superintendents and providing it does not interfere with the operation of the Catholic Education Centre.

Vacation requests must be received by the Human Resources Department prior to February 28<sup>th</sup> of the current school year. A response will be sent to the Employee no later than thirty (30) calendar days.

- (d) Once vacation entitlement has been approved, any request to alter said vacation entitlement shall be at the discretion of the Supervisor and the **Senior** Administrator of Human Resources.
- 16.03 For all twelve month Employees, up to fifty (50) percent of a vacation may be postponed to the following calendar year, provided written notification is given by the Employee to the Human Resources Department, no later than February 28<sup>th</sup> of the current school year. Carryover shall not exceed three additional vacation weeks in any calendar year.
- 16.04 For Caretakers, Cleaners, Maintenance personnel and regular part-time staff, at the option of the Board any Employee or Employees may be asked to work after the Employee has started their vacation and if the Employee or Employees choose to work during this vacation period they shall be entitled to time and one-half (1 ½) of their regular rate of pay for each day so worked plus a paid day off in lieu of the vacation day so worked.
- 16.05 The vacation pay to which a deceased Employee was entitled at the time of their death shall be paid to their estate.
- 16.06 If, during a period of vacation an Employee is hospitalized or bereavement occurs in accordance with Article 12.05, there shall be no deduction from vacation credit for such absence. The Employee may choose that the period of vacation so displaced shall be added to the vacation or reinstated for use as per Article 16.02.

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## **ARTICLE 17 – PAID HOLIDAYS**

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

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

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

Provided that:

- (i) They have worked on their regularly scheduled shifts immediately preceding and succeeding the Paid Holidays unless written permission is obtained from the Supervisor and;
  - (ii) Provided they have worked in the week in which the holiday is observed unless they are on authorized paid leave of absence.
- 17.02 An Employee who is scheduled to work on the day of observance of one of the Paid Holidays and who works on such Paid Holiday, shall receive in addition to the pay provided in paragraph 17.01, one and one-half (1 ½) times their wage rate for all hours worked on the paid holiday.
- 17.03 If a paid holiday is observed during the Employee's vacation, such Employee shall either be given another day's vacation with pay or wages in lieu thereof.
- 17.04 Should a paid holiday occur during an Employee's scheduled summer vacation period, the Employee may choose to take a day in lieu of the paid holiday at any time during the summer school shut-down period. Any Employee wishing to take a day in lieu must notify the Board at the time they request their annual vacation.

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## **ARTICLE 18 – MISCELLANEOUS**

### **18.01 *Bulletin Boards***

The Board agrees to post notices and other Union business and affairs **electronically on the Niagara Catholic Staff Portal**. It is agreed however, that such notices must be approved by the **Senior** Administrator of Human Resources or their designated representative.

- 18.02 No Employee shall be recognized by the Board as a **Steward**, or as a member of the Executive Board of the Union until the **Senior** Administrator of Human Resources has been notified, in writing, of their status and jurisdiction by the President, Vice-President, or Secretary of the Union. Each member of the Executive Board shall be regular Employees of the Board during their time of office.
- 18.03 Members of the Board Management shall not do the work which is normally assigned to direct workers, except for temporary periods in emergencies or in relieving Employees for personal time or in instructing Employees or in carrying out functions necessary to the fulfillment of their supervisory responsibilities, such as checking workmanship and quality and running equipment, to check on operating problems or maintenance needs. It is recognized that in the performance of experimental and development work on equipment, it is sometimes necessary for supervisory or technical personnel to perform operations for occasional short periods of time in order to "get the feel" of the operation. Direct work by supervisors and technical personnel shall be for the purpose stated above and shall not be for the purpose of displacing direct workers. No member of the bargaining unit shall be laid off or have hours of work reduced as a result of the use of volunteers.
- 18.04 The Board agreed to pay tuition fees for courses requested by the Employer, as set out in Board Policy.
- 18.05 An Educational Assistant who is assigned for one hundred percent (100%) of their working hours to one (1) or more special needs child(ren), and is required to spend all yard duty sessions and lunch hour in the direct supervision of that child, shall be designated as unassignable to general yard duty. Such designation shall be made by the Superintendent of Student Services.
- 18.06 The Board shall provide Maintenance Personnel with up to one hundred and fifty dollars (\$150) every year towards the purchase of safety boots.
- 18.07 The Board will supply to all Maintenance personnel the following uniform:

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

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

18.08 The Board shall provide Maintenance Personnel a maximum of one hundred dollars (\$100) for each trade certificate renewal, on a per annum basis.

### **18.09 Employee Personnel File**

- (a) An Employee shall have access during normal business hours to his/her personnel file, upon reasonable notice to the Human Resources Department. The Employee may copy any material contained in these files, **for a fee of ten cents (10¢) per page.**
- (b) If an Employee disputes the accuracy of their file, they can request in writing the removal of a specified item or its correction and have such a letter included as part of the Personnel file. If removal is agreed to by both parties, then the document shall be destroyed with both parties present.
- (c) An Employee shall receive a copy of any evaluation or assessment report concerning them, and it shall indicate if the evaluation or assessment is to be included in the Employee's personnel file. The Employee shall acknowledge that they had the opportunity to review such material by affixing their signature. The Employee may also write comments concerning the assessment or evaluation that will be included in their file.

## **ARTICLE 19 – GENERAL WELFARE PROGRAM**

### **19.01 Coverage**

- (a) It is understood that following the successful completion of the sixty (60) day probationary period, the Board agrees to pay 100% of the cost of the premiums for all participating full-time Employees-who are eligible under the terms of the plan, subject to 19.01 b), for the Extended Medical, Dental, Group Life and Vision Care Plans.
  - i) An Employee who works ten (10) months of the year and resigns prior to the first day of the next school year, will not receive coverage (under the General Welfare Program outlined in Article 19) following July 1st of the current year.
- (b) Employees other than those covered by 19.01 (a), are eligible to enroll in the benefits listed under Article 19.00, but are solely responsible for the Employee's share and a proportion of the Board's share of the premium cost, based on the percentage of time not employed. (Thirty-five hours per week shall constitute a full-time Employee for all job classes, except, for Educational Assistants, Library Technicians, Communicative Disorder Assistants, Child and Youth Workers (CYW), School Secretaries and Cleaners, which shall be thirty hours per week). Part time Employees currently receiving full benefits who decline an increase in hours will revert to prorated benefits effective the first pay date following the declined offer.

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

An Employee will be eligible to participate in the Medical, Dental, AD&D and Life Insurance Benefit plans upon the completion of the sixty (60) day probationary period.

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

**Enrolled employees may change their status throughout the year only if they have a life change (e.g. have a baby, get married, etc.). Benefit coverage for dependent additions to the plan will not be back dated.**

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

- (d) There shall be mandatory co-ordination of benefits, following the standards of the Canadian Life and Health Insurance Association. Claims made under a spouse's plan may be followed by claims for the balance of any expenses not reimbursed by the spouse's plan.
- (e) The provider or agency supplying the coverage shall be at all times determined by the Board except in the case of LTD coverage, where the carrier or Agency shall be mutually agreed upon by the Union and the Board.
- (f) Where hours of work for an Employee change over the course of the work year, for a permanent position, premiums for the General Welfare Program, shall be prorated accordingly.

### **19.02 Extended Medical Plan**

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

### **19.03 Dental Plan**

- (a) The Board agrees to pay premiums for a Dental Plan, equivalent to the former Blue Cross #9 Plan with a nine (9) month recall, with the covering agency selected by the Board.

- (b) The Plan shall include: Blue Cross Rider #2 or its equivalent (denture services) with 50-50 co-insurance with no maximum; Blue Cross Rider #3 or equivalent (orthodontic services) with 50-50 co-insurance and a \$2,500 lifetime maximum per insured person; and Blue Cross Rider #4 or equivalent (major restorative - bridges and crowns) with 50-50 co-insurance and a \$3,000 lifetime maximum per insured person.
- (c) The coverage to be as outlined in the current Dental Association Schedule of Fees.

#### **19.04 Group Life Insurance**

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

#### **19.05 Vision Care Plan**

The plan shall provide a combined maximum of \$250.00 coverage each 24 months for joint prescriptions for the cost and/or repair of frames, lenses or contacts, or \$250 per eye for laser eye surgery for each Employee and dependent. For each dependent 18 years or younger, the plan shall provide a combined maximum of \$250.00 coverage each 12 months for joint prescriptions for the cost and/or repair of frames, lenses or contacts.

#### **19.06 Long Term Disability**

Mandatory Long Term Disability (LTD) plan - 60% of the Employee's basic annual earnings (100% paid by the Employee) with a waiting period of one-hundred (100) days.

#### **19.07 Benefits for Retirees**

The Board shall make available to each Employee upon retirement from OMERS, an election to enroll in the benefit plans as outlined in Articles 19.02, 19.03 and 19.05. The retired Employee shall form a separate group in the plan and shall assume the full cost of the required premiums. These shall be payable at least monthly in advance or as otherwise agreed upon by the Board and the retired Employee.

- 19.08 If an Employee is approved for LTD (following ratification), the Board will contribute the cost of benefits under the General Welfare Plan for a period not to exceed age 65 or eligible to receive a pension of 70% whichever occurs first. In the event of cost sharing, it is further understood that the Employer is not required to contribute its share of the premiums if the employee does not contribute his/her share of premiums.

### **19.09 LTD Repayment**

In the event of a sick leave overpayment by the Board to any Employee, repayment of this amount shall take place within a calendar year from the date of discovery of said overpayment, with the repayment schedule subject to consultation and consent by both parties within this time frame. In the event there is no agreement within two (2) months, then the amount shall be taken out in equal payments over the balance of the ten (10) months.

- 19.10 For the purpose of Article 19 General Welfare Plan, it is understood that all Board coverage will cease at age 65. Eligible Employees aged 65 and older will have access to the Ontario Drug Benefit (O.D.B.) Program provided by the Ontario Ministry of Health and Long-Term Care.
- 19.11 The surviving spouse and/or dependents shall be entitled to continued benefit coverage in the Board's benefit plan, as per the Collective Agreement, for a period of one year following the date of death of anyone covered by this Collective Agreement. The Board will assume 100% of the cost of the premiums from September 1, 2008 - August 31, 2010. As of September 1, 2010, the cost of the premiums will be assumed by the Provincial Discussion Table benefit enhancements.

## **ARTICLE 20 – SICK LEAVE**

20.01 Regular Employees shall be entitled to sick leave on the following basis:

- (a) Two days per month for each month the Employee works twelve (12) days in the month.
  - i) Employees shall be entitled to utilize sick leave credits for personal illness only.
- (b) A Medical Doctors note may be requested by Administration at any time, certifying absence due to illness and that the Employee is fit to return to regular duty. The doctor's note must include the following information: Prognosis, physical restrictions, restrictions not to be deemed physical, ongoing and future treatments, possible return date, whether the Employee is receiving treatment, if the return to work will be modified and the date of the medical appointment.
- (c) The unused portion in a year shall be accumulated at January 1st of each year up to a maximum of 370 days for all regular Employees.
- (d) Such days shall be reduced for absence due to illness, or accidents.
- (e) Any discrepancies **(in the current year only) in the annual sick leave report provided to Employees** must be reported by the Employee in writing to the Senior Administrator of Human Resources within fifteen (15) calendar days of receipt. Thereafter the information will be deemed correct.



## **20.02 Workplace Safety and Insurance Board**

When a regular full-time Employee is injured or made ill as such injury or illness is covered by Workplace Safety and Insurance Board (WSIB), the Employer shall continue to pay the Employee their normal rate of pay and benefits. The Employee shall give to the Employer all compensation received from WSIB.

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

When no sick leave exists or should sick leave be exhausted, the Employee shall advise the Senior Administrator of Human Resources whether they wish to continue to receive wages from the Board at the rate reduced to the amount of compensation awarded by the WSIB or receive compensation directly from the WSIB.

## **20.03 Retirement Gratuity**

Former Welland Employees:

- (a) For regular full-time Office, Clerical, Library Technicians, Educational Assistants, Child and Youth Workers, Caretaking and Maintenance Employees of the former Welland Board, on termination only for age or disability due to illness or accident of Employee or in the event of the death of an Employee, an Employee with over one (1) year's service shall receive payment for 50% of their accumulated sick leave to a maximum of six (6) month's earnings, based on the actual yearly earnings at January 1, 1999.
- (b) Retirement Gratuity shall only apply to Employees of the former Welland County Catholic School Board who were hired before September 1, 1998, and who were in receipt of a retirement gratuity through a CUPE 1317 Collective Agreement.

Former Lincoln Employees:

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

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

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

### **ARTICLE 21 – NOTICES**

21.01 Each Employee shall keep the **Senior** Administrator of Human Resources' Office informed of their current address and **name change**.

### **ARTICLE 22 – CONTRACTING OUT**

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

### **ARTICLE 23 – CONTINUING EDUCATION INSTRUCTORS**

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

Literacy and Basic Skills (L.B.S) and English as a Second Language (E.S.L.)  
Instructors

September 2011      \$35.30

Interest Course Instructor

September 2011      \$30.48

International Language Instructor

September 2011      \$26.90

International Language Instructor-in-Charge

September 2011      \$42.16

**(b) Vacation**

Effective September 1, 2008, E.S.L., L.I.N.C. and L.B.S. Instructors will receive 6% vacation pay after 20 years of service as of September 1<sup>st</sup> of the upcoming school year. (Years of service will be determined by employment with the Niagara Catholic District School Board and its predecessor Boards).

**23.02 Bereavement Leave**

- (a) E.S.L., L.I.N.C. and L.B.S. Instructors hired prior to September 1, 1998, and who are regularly scheduled to work twenty (20) hours a week or more, are eligible to access Bereavement Leave as per Article 12.05.
- (b) E.S.L., L.I.N.C. and L.B.S. Instructors hired after September 1, 1998, who are regularly scheduled to work twenty (20) hours a week or more, are eligible to access three (3) consecutive days of bereavement leave for immediate family. Immediate family shall include spouse, child and parent.

**23.03 Sick Leave**

- (a) E.S.L. Instructors hired prior to September 1, 1996 and who are regularly scheduled to work twenty (20) hours a week or more shall be entitled to sick leave as defined on the basis of ten (10) days per school year, which will be allocated on the first day of school as defined in the Education Act. Accumulated credits for this period shall be cancelled upon the completion of the school year.
- (b) Effective September 1, 2008, E.S.L., L.I.N.C. and L.B.S. Instructors hired after September 1, 1996, shall be entitled to two (2) sick days per school year. Accumulated credits for this period shall be cancelled upon the completion of the school year.

**23.04 General Welfare Program**

- (a) E.S.L., and L.B.S. Instructors who are regularly scheduled to work twenty (20) hours a week or more are eligible to access Article 19 General Welfare Program. The Board agrees to pay 100% of the cost of the premiums for all eligible full-time Employees who work 35 hours per week. For those working 20-34 hours per week the cost will be prorated based on the full time equivalency. The benefit premium cost sharing shall be based on the permanent hours as of September 1<sup>st</sup> of each year.
- (b) There shall be a mandatory coordination of benefits following the standards of the Canadian Life and Health Insurance Association. There shall be no loss of benefit for an E.S.L., L.B.S., and L.I.N.C. Instructor as a result of coordination of benefits.
- (c) Claims made under a spouse's plan may be followed by claims where the balance of any expenses is reimbursed by the spouse's plan. The E.S.L., L.B.S. and

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L.I.N.C. Instructors who qualified for this benefit shall notify the Benefits Department in writing no later than September 15<sup>th</sup> of the year in question. The Employee must remain on the benefit plan until August 31<sup>st</sup> of that school year.

- (d) Life Insurance and Accidental Death and Dismemberment (AD & D) shall be mandatory as a condition of employment, for all 35 hour E.S.L., L.B.S. and L.I.N.C. Instructors, but participation in all other benefit plans will not be mandatory.
  - (e) An electronic version of the General Welfare Program will be distributed within 60 days, following the date of the union's ratification meeting and the Board's approval. A "hard copy" of the General Welfare program will be provided upon written request, to the Human Resources Department, by an Employee, provided the request is made after the electronic version has been distributed.
- 23.05 All Continuing Education Instructors shall have seniority for posting purposes only. In addition to this, E.S.L., L.I.N.C. and L.B.S. Instructors shall have seniority for lay-off and recall. This seniority list will be posted in the Continuing Education workplace by March 31<sup>st</sup> of each school year.
- 23.06 Continuing Education Instructors will be eligible for one (1), four-week leave of absence without pay during the months of July and August. All leaves shall be approved by the **Senior** Administrator of Human Resources in advance. All requests must be received by the Human Resources Department prior to April 30<sup>th</sup> of the current school year. All Employees will receive a response from the Human Resources Department within 30 days of the date that their request is submitted to the Human Resources Department.

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**ARTICLE 24 – DURATION OF AGREEMENT**

24.01 This Agreement will go into effect from the date of ratification. Wage rates will be effective **September 1, 2012**. This agreement shall continue year to year unless not more than ninety (90) days or less than sixty (60) days previous to **August 31, 2014** or any subsequent year, either party gives written notice to the other that it desires revision, modification or termination following the notice.

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

In witness thereof, the parties hereto, by their duly authorized representatives, have executed this Agreement in Welland on this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**SCHEDULE "A" – WAGES**

<b>September 1, 2011 – 3%</b>						
<b>Position Title</b>	<b>Steps</b>					
	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Accounts Payable Clerk	\$ 17.58	\$ 18.74	\$ 19.91	\$ 21.06	\$ 22.23	\$ 23.36
Building Operator*	\$ 19.46	\$ 21.00				
Caretaker*	\$ 19.46	\$ 21.00				
Child and Youth Workers	\$ 20.19	\$ 21.38	\$ 22.56	\$ 23.71	\$ 24.87	\$ 26.03
Child Care Provider	\$ 21.00					
Classroom Assistant	\$ 20.35					
Cleaner*	\$ 15.39	\$ 18.43				
Communicative Disorder Assistant	\$ 22.42					
Community Lease Clerk	\$ 18.66	\$ 19.56	\$ 20.24	\$ 21.21	\$ 22.12	\$ 23.29
Computer Technician	\$ 25.81	\$ 26.79	\$ 27.75	\$ 28.72	\$ 29.69	
Courier	\$ 17.53	\$ 18.10	\$ 18.75	\$ 19.63	\$ 20.48	\$ 21.56
Early Childhood Educator	\$ 19.46	\$ 21.00				
Educational Assistants	\$ 20.19	\$ 21.38	\$ 22.56	\$ 23.71	\$ 24.86	\$ 26.03
Guidance Secretary	\$ 17.53	\$ 18.10	\$ 18.75	\$ 19.63	\$ 20.48	\$ 21.56
Head Secretary*	\$ 20.55	\$ 23.36				
Information Technology Assistant	\$ 23.29	\$ 24.17	\$ 25.04	\$ 25.90	\$ 26.80	
Interpreter	\$ 20.19	\$ 21.38	\$ 22.56	\$ 23.71	\$ 24.86	\$ 26.02
Intervener	\$ 17.52	\$ 18.68	\$ 19.85	\$ 21.05	\$ 22.19	\$ 23.36
Library Technicians	\$ 17.53	\$ 18.68	\$ 19.86	\$ 21.05	\$ 22.19	\$ 23.36
Maintenance Personnel*	\$ 22.08	\$ 26.03				
Print Clerk, Switchboard Operator	\$ 18.66	\$ 19.56	\$ 20.24	\$ 21.21	\$ 22.12	\$ 23.29
Purchasing Budget Control Clerk (L)	\$ 22.61	\$ 22.79	\$ 23.21	\$ 23.36	\$ 23.50	\$ 23.61
Purchasing Budget Control Clerk (W)	\$ 17.91	\$ 19.38	\$ 20.10	\$ 21.18	\$ 22.27	\$ 23.36
School Admin Support Officer	\$ 21.38	\$ 22.46	\$ 23.24	\$ 24.31	\$ 26.54	\$ 26.71
School Secretary*	\$ 18.23	\$ 21.00				
SCOEP Assistants	\$ 20.19	\$ 21.38	\$ 22.56	\$ 23.71	\$ 24.86	\$ 26.03
Secretary – Facilities Services	\$ 18.66	\$ 19.56	\$ 20.24	\$ 21.21	\$ 22.12	\$ 23.29
Secretary to Consultants	\$ 17.53	\$ 18.10	\$ 18.75	\$ 19.63	\$ 20.48	\$ 21.56
Secretary to Continuing Education	\$ 17.53	\$ 18.10	\$ 18.75	\$ 19.63	\$ 20.48	\$ 21.56
Secretary to Student Support Services	\$ 17.53	\$ 18.10	\$ 18.75	\$ 19.63	\$ 20.48	\$ 21.56
Secretary to the Principal of Continuing Education (L)	\$ 17.25	\$ 18.10	\$ 19.11	\$ 20.37	\$ 21.61	\$ 23.04
Settlement Worker	\$ 17.53	\$ 18.10	\$ 18.75	\$ 19.63	\$ 20.48	\$ 21.56
Switchboard Operator/Receptionist	\$ 14.86	\$ 15.97	\$ 17.05	\$ 18.13	\$ 19.21	\$ 20.31
Transportation Technician	\$ 25.81	\$ 26.78	\$ 27.75	\$ 28.72	\$ 29.68	

*W = Former Welland*

*L = Former Lincoln*

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

***Re: Inclement Weather***

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

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: *Death Benefits***

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

Provided that the Employee:

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

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

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: *Educational Assistants and Child and Youth Worker Schedules***

The parties agree that an individualized schedule of all Educational Assistants and Child and Youth Workers will be provided to the Union President on or before November 1<sup>st</sup> of each school year for review. Any concerns must be forwarded to the Senior Administrator of Human Resources.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: *ESL/LBS Instructors***

In the event that an ESL/LBS Instructor is not assigned to a position, at the commencement of or during a module, they may replace a casual currently in an assignment within the system. The Board will provide the Instructor with a list of the positions filled by a casual, including a location, hours of work and rate of pay.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: *Group Benefits***

Effective 2010, the Parties agree, to convene a Labour/Management meeting, following a review of the May 27, 2008 Provincial Discussion Table (PDT) Agreement Appendix "Benefits & Other Working Conditions", to identify any residual funds and possible expenditures based on a prorate share of approximately \$390,000.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

***Re: Educational Assistant Displacement***

When an Educational Assistant has been displaced from their location following the end of the school year, and there is a resulting increase in the Educational Assistant complement position to the same location, no later than September 15<sup>th</sup> of the next school year, the displaced Educational Assistant will be reinstated to their previous location.

There will be no subsequent movements resulting from this transfer. Note: There will be no more than three transfers as stated above in any school year.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: Professional Development and Training for Education Support Staff**

The Parties agree that the Board shall ensure that a mechanism is in place to provide CUPE 1317 opportunities to provide input into professional development and training, regarding the funding enhancement identified in the May 27, 2008 Provincial Discussion Table (PDT) Agreement Appendix "Professional Development and Training for Education Support Workers", which must be fully used to provide additional professional development and training in 2008-09 and/or 2009-10 for C.U.P.E members, based on a prorate share as of approximately \$200,000.

The Parties agree that:

- Valuable professional development and training is informed by research and done in partnership with colleagues;
- Members of the Bargaining Unit shall participate in Board-directed professional development and training scheduled during the work day.

As part of the Boards' commitment under Section 3 of the Provincial Discussion Table (PDT) Agreement to provide Bargaining Units with opportunities to provide input on professional development and training, Parties shall explore locally the feasibility of planning one Professional Activity Day starting in 2011-12 for Education Assistants to meet with peers as part of a Professional Learning Community.

In consultation with Board personnel, such Professional Development and Training may be designated on one of the Ministry of Education approved Professional Development days.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: Custodial/Maintenance/Skilled Trades/Building Security Staff**

Effective 2010, the Parties agree, to convene a Labour/Management meeting once per year, to identify one board-wide project that would contribute to the public's positive perception of the quality of Board properties, contingent on resources available to the Board; contribute to an external study of school operations' costs, funded by the Ministry of Education, to inform the 2010 funding model review.

Further to the above, the funding enhancements specified in the May 27, 2008 Provincial Discussion Table (PDT) Agreement Appendix, "Estimated FTE from School Operations Enhancement" will be fully used to address the workload of Custodial/Maintenance/Skilled Trades/Building Security Staff.

Boards must apply this enhancement in 2009-2010 up to the value of the Board's share of the new allocation, in the following order:

- Offset staff reductions in Custodial/Maintenance/Skilled Trades/Building Security Staff that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance Staff/Skilled Trades/Building Security in 2009-2010 up to the value of the Board's share of this new allocation.

2009 – 2010	\$401,491 (estimated average salary of \$57,966)	=	6.9 FTE
2010 – 2011	\$397,594 (estimated average salary of \$59,849)	=	6.6 FTE
2011 – 2012	\$392,182 (estimated average salary of \$61,645)	=	6.4 FTE
2012 – 2013	\$387,033 (estimated average salary of \$61,645)	=	6.3 FTE

The Parties agree to meet to discuss the allocation of the Estimated FTE from School Operations Enhancement and the item will be dealt with through a Labour/Management Meeting.

Each School Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit as per the pro rata share of the Provincial Discussion Table (PDT) Agreement.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL  
1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: Office Support Staff/Professional and Para-Professional Support**

The funding enhancements specified in the May 27, 2008 Provincial Discussion Table (PDT) Agreement Appendix, "School Foundation-Elementary Office Support Workers" and Appendix, "Professional and Para-Professionals will be fully utilized based on a prorated share of approximately \$300,000, in the following manner:

For all Child and Youth Workers/Credit Recovery Assistants, who are permanent employees and work a regular 30 hour shift per week, will be increased one hour per work day effective September 1, 2009 to August 31, 2012. Secondly, the remaining enhancement funds will be utilized to hire additional unionized staff for special education and/or for students at risk.

For all Secondary Secretaries (excluding Head Secretaries and Guidance Secretaries) who are permanent employees who work a regular 37.5 hour shift per week will be increased one-half hour per work week effective September 1, 2009 to August 31, 2012. Secondly, the remaining enhancement funds will be utilized to hire additional unionized staff for Office Support Staff.

The Parties note the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase funding in the Grant for Student Needs (GSN) for Office Support Staff in elementary schools (approximately 200 FTEs starting in 2009-10) through the elementary component of the School Foundation Grant as follows:

- All elementary schools with 250 or more students would benefit from the enhancement;
- Elementary schools with 1,000 or more students would receive funding for an additional 0.25 FTE secretary (based on the benchmark salary and benefits);
- The incremental funding for the schools with 250 to 1,000 students would be based on school size. For example, a school with 500 students would generate 0.15 more FTE; a school with 300 students would generate 0.03 more FTE.

Boards must apply this enhancement in 2009-2010, up to the value of the Board's share of the new allocation, in the following order:

- Offset staff reductions in School Office and Board Administration Support Staff that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;
- Use all remaining funds to:
  - Ensure that elementary schools with an Average Daily Enrolment of more than 100 students have an Office Staff person working 35 hours/week; and/or
  - Hire additional unionized Board-employed Elementary School Office Support Staff in 2009-2010.

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The Parties agree to meet to discuss the allocation of PDT Agreement Appendix, "School Foundation-Elementary Office Support Workers" and Appendix, "Professional and Para-Professionals and the items will be dealt with through a Labour/Management Meeting.

Each School Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: Education Support Worker Hours**

Educational Assistants, Communicative Disorder Assistants, and Credit Recovery Assistants shall have their hours of work incrementally increased, for the days specified in article 14.01 (c), as follows:

- six and one-quarter (6 ¼) hours in 2008-2009 (effective January 1, 2009);
- six and one-half (6 ½) hours in 2009-2010;
- six and three-quarters (6 ¾) hours in 2010-2011;
- seven (7) hours in 2011-2012.

The incremental hours for Educational Assistants, Child and Youth Workers, Communicative Disorder Assistants, and Credit Recovery Assistants, must include scheduled supervision of students or after-school homework support. Nothing in this provision shall prevent the Board from maintaining existing homework support programs operated by volunteers. Principals shall have the flexibility to assign these hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.

The Appendix to the PDT, "Education Assistants" provides projected amounts of \$1,391,219 for 2011-2012 and \$1,375,990 for 2012-2013 as additional funding.

The Parties agree to meet to discuss the allocation of the Appendix to the PDT "Education Assistants" and the item will be dealt with through a Labour/Management Meeting.

Each School Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL  
1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: *OMERS Definition of Contributory Earnings***

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable or arbitrable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings, in accordance with OMERS definition, must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacations pay for other-than-continuous full-time members. Include vacation hours in credited service (cannot include any vacation pay that would result in more than 12 months of service);
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. Payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (e.g. flight allowance, canine allowance);

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: *Enhancements under Other PDT Agreements Respecting Support Workers***

The Parties agree that in the event that a classification of employees covered by the PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with other education support workers' unions, the greater enhancement shall be provided to the group of applicable employees covered by this PDT Agreement.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: *Supervision Enhancements***

Effective 2009, the Parties agree, to convene a Labour/Management meeting once per year, following the annual review of the PDT Agreement, specific to supervision enhancement, to discuss the possibility of an increase in hours to include the job class of Library Technician into general supervision, to commence September of 2009.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: *Secretary to Continuing Education and Guidance Secretary***

The parties agree that the job classes of Secretary to Continuing Education and the Guidance Secretary will be removed on a temporary basis from the Wage Scale of the 2008-2012 Collective Agreement, but continue to be paid at the current two step grid of \$16.04 to \$19.73.

The parties further agree that the number of grid steps for the job classes of Secretary to Continuing Education and the Guidance Secretary will be included into the 2008-2012 Collective Agreement as an addendum, following a request and ruling by the Pay Equity Commission.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: *General Welfare Program following age sixty-five (65)***

1. Notwithstanding article 19.10 of the collective agreement, for any Employee who turned age sixty-five (65) by November 20, 2008 the Extended Medical Plan and the Dental Plan will be continued until employment ceases with the Niagara Catholic District School Board, provided said Employee was previously enrolled in the Extended Medical Plan and the Dental Plan on their sixty-fifth birthday.
2. All Employees who turned age sixty-five (65) after November 20, 2008, are governed by article 19.10 of the collective agreement.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: *Family Leave***

As per article 23.03 (a), E.S.L. Instructors hired prior to September 1, 1996 shall be granted a maximum of two (2) days in a school year, to be deducted from sick leave credits, for the E.S.L. Instructor to attend to the serious illness, surgery or injury of a spouse, dependent child or a parent.

As per article 23.03 (b), E.S.L., L.I.N.C. and L.B.S. Instructors hired after September 1, 1996 shall be granted a maximum of two (2) days in a school year, to be deducted from sick leave credits, for the E.S.L., L.I.N.C. and L.B.S. Instructor to attend to the serious illness, surgery or injury of a spouse, dependent child or a parent.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1317**

**Re: *PDT Agreement***

The parties agree that it is the spirit of the May 27, 2008 Provincial Discussion Table (PDT) Agreement, to permit all school based staff a role in general supervision, with the exception of school secretaries and custodial staff.

Signed in Welland, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**THE NIAGARA CATHOLIC DISTRICT SCHOOL  
BOARD**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1317**

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