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EFF.	<i>96</i>	<i>04</i>	<i>01</i>
TERM.	<i>98</i>	<i>03</i>	<i>31</i>
No. OF EMPLOYEES	<i>190</i>		
NOMBRE D'EMPLOYES	<i>190</i>		

A G R E E M E N T

between

THE BOARD OF EDUCATION

FOR

THE CITY OF WINDSOR

and

THE CANADIAN UNION OF PUBLIC

EMPLOYEES

and its

LOCAL UNION NO. 27

affiliated with the

CANADIAN LABOUR CONGRESS

Windsor, Ontario

DURATION

April 1, 1996

to

MARCH 31, 1998

RECEIVED
1998

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TABLE OF CONTENTS

ARTICLE	DESCRIPTION
1	Preamble
2	Management Rights
3	Recognition
4	No Discrimination
5	Union Security and Check-Off of Union Dues
6	Correspondence
7	Strikes and Lockouts
8	Representation
9	Grievance Procedure
10	Arbitration
11	Seniority
12	Posting and Promotions
13	Hours and Conditions of Work
14	Overtime
15	Shift Work
16	Payment of Wages
17	Vacations
18	Holidays
19	Cost of Living
20	Miscellaneous Leaves
21	Safety
22	Employee Benefits
23	Bulletin Boards
24	Technological Change
25	Contracting Out
26	Union-Management Relations Committee
27	General
28	Wages
29	Driving Allowance
30	Term of Agreement
APPENDIX	Cumulative Sick Leave Credit Plan



ARTICLE 1 - PREAMBLE

- 1.01 The general purpose of this Agreement is
- (1) to maintain the existing harmonious relations and settle conditions of employment between the Board and the Union,
 - (2) to encourage efficiency in operation,
 - (3) to provide a means for the prompt disposition of grievances,
 - (4) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

Now, therefore, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Board to hire, direct, classify, transfer, promote, demote, layoff and the right to discipline, suspend or discharge, for just cause any employee subject to the provisions in this Agreement expressly governing the exercise of these rights and subject to the right of a permanent employee to lodge a grievance in a manner and to the extent herein provided.
- 2.02 The Union recognizes further the right and duty of the Board to operate and manage its school system in accordance with its obligations and to make and alter from time to time rules and regulations to be observed by employees. Before making or altering such rules or regulations, the Board agrees to discuss same with the Union and in no event shall such rules or regulations be inconsistent with the express provisions of this Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Board recognizes the Union as the sole collective bargaining agency for all of its permanent employees in respect to rates of pay, hours of work, and working conditions, who are engaged in custodian, maintenance, preventive maintenance and stockroom work, save and except foremen, persons above the rank of foreman, office staff, temporary employees, persons regularly employed for not more than 24 hours per week and union skilled trades employees employed on the maintenance staff if they continue membership in their own craft unions.
- 3.02 The word "permanent" refers to full-time employees who have passed their probationary period.

- 3.03 "Union skilled trades employees" refers to bricklayers, carpenters, electricians, labourers, painters, plumbers and other similar workers in the construction trades but excluding preventive maintenance.
- 3.04 The term "probationary employee" when used in this Agreement refers to personnel employed by the Board within the bargaining unit described in Section 3.01 who have not acquired seniority as defined in this Agreement.
- 3.05 The term "temporary employee" when used in this Agreement refers to personnel employed by the Board on a temporary basis. Such employees do not acquire seniority and are not entitled to other benefits provided by this Agreement. A temporary employee shall not be hired to fill a permanent bargaining unit position.
- 3.06 (a) The Board reserves the right to employ students on a full-time basis during the months of May, June, July and August in any given year to complement its custodial and maintenance employees. No student will be employed to fill a permanent bargaining unit position or cause any probationary employee to be laid off.
- (b) Students employed during the period mentioned above shall be paid according to the Board's salary schedule rate for students.
- (c) It is understood and agreed that the term student, when used in this Agreement, does not include co-op students. No co-op student will fill a permanent bargaining unit position or cause any probationary employee to be laid off.
- 3.07 In the event that the employer should merge, amalgamate or combine any of its operations or functions with another school board, the employer will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the successor employer.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 (a) The Board agrees that there shall be no discrimination, interference, restraint, or coercion exercised or practiced with respect to any employee or group of employees in the matter of hiring, wage rates, training, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, colour, national origin, sex, marital status, nor by the reason of membership or activity in the Union.
- (b) The Union agrees that there shall be no discrimination, interference, restraint or coercion exercised or practiced with respect to any

employee by reason of race, creed, colour, national origin, sex, marital status, nor by the reason of membership or non-membership or activity in the Union.

- (c) The Board and the Union agree that sexual harassment is unacceptable behaviour and it is the responsibility of the Board to maintain a harassment-free workplace.

4.02 The Union, its members, and/or its agents shall not during the hours of employment or on the Board's premises conduct, or attempt to conduct, Union activities except as hereinafter expressly provided.

4.03 The parties hereto agree that the provisions of the Ontario Human Rights Codes as amended periodically and the Ontario Labour Relations Act as amended periodically, shall apply to all employees.

4.04 (a) Employees will be notified in writing, with a copy to the Union and the employee's personnel file, of any work infraction within ten (10) working days of the incident giving rise to such work infraction or within ten (10) days of the date the Board becomes aware of the incident giving rise to such work infraction. Employees who are suspended, discharged or otherwise disciplined will be given a written confirmation, with a copy to the Union and the employee's personnel file, within ten (10) working days of the incident giving rise to such suspension, discharge or disciplinary action. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time.

(b) The Board agrees that it will not use past suspensions, disciplinary actions, letters of reprimand and adverse reports against any employee for current infractions provided that such suspensions, disciplinary actions, letters of reprimand and adverse reports have occurred more than twenty (20) months from the current infractions and provided that the said employee has an unblemished record for the twenty (20) months immediately prior to the date of the current infraction.

(c) An employee shall have the right at any time to have access to review his/her personnel file in the presence of a member of the Personnel Department and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record. An employee may be accompanied by a Union official when reviewing the file.

(d) Where a supervisor intends to meet with an employee for purposes that may result in disciplinary action, the supervisor shall notify the employee in advance of the meeting of his/her right to Union

representation. Regardless of whether or not an employee decides to have a representative from the Union present at meetings requested by Board supervisors, no employee shall be requested to sign a statement of facts pertaining to their own situation without a Union Steward present.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF OF UNION DUES

- 5.01 Any employee presently a member of the Union and a member of the Union at the time of signing this Agreement, shall, as a condition of continued employment, remain a member of the Union, and further, any new employees of the Board working in the categories as defined by this Agreement, shall, as a condition of employment, become a member of the Union upon appointment to the permanent staff.
- 5.02 The Board agrees to deduct Union dues and special Union assessments applicable to all members and authorized under the Union's constitution, from the pay of every employee within the scope of this Agreement, and to transmit the total amount of such deductions to the Financial Secretary of the Union by the end of the month in which such deductions are made. All deductions shall be made proportionately from each pay of the month, commencing in the month next following the date of employment, provided that deductions shall commence in the same month for each employee whose date of employment coincides with the first day of the month.
- 5.03 (a) The Board, as part of its orientation program for new employees, will point out the fact that a Union Agreement is in effect and that Union dues and other assessments will be deducted in accordance with Section 5.02 of the Agreement.
- (b) During the custodial training course, the Union will be given an opportunity to address new employees on matters that relate to their duties and responsibilities as Union members.
- 5.04 (a) The Board guarantees that employees hired on or before June 30, 1989 will not be laid off.
- (b) The Board agrees to discuss with the Union additions and/or replacements to staff resulting from (1) additions to existing buildings (2) construction of new buildings (3) normal attrition.
- (c) Should it be determined by the Board that due to declining enrollment and/or any other reason there will be a decrease in bargaining unit hours of work or workforce, the Board will immediately inform the Union

and meet with the Union to discuss staffing implications.

- (d) While it is recognized by both parties that adjustments and staffing may from time to time become necessary, the Board agrees that if it decides not to fill a vacancy created through normal attrition such attrition will not be used as a method to unreasonably increase the workload of remaining staff members.

ARTICLE 6 - CORRESPONDENCE

- 6.01 (a) Official correspondence between the parties arising out of this Agreement shall pass to and from the appropriate official of The Board of Education and the Union. It is understood that this Article does not deprive an employee or Board official of the right to communicate with or contact any person directly but this shall not abrogate or take away any right given to the Union under this Agreement.
- (b) The Board shall notify the Union Secretary of all new hirees within ten (10) days of commencement of employment.
- (c) Copies of reprimands will be forwarded to the employee or employees concerned and the Union.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 The Board agrees that there shall be no lockout of employees/members of the Union and the Union agrees that there shall be no strike of the Union or its members during the term of the Agreement. Lockouts and strikes shall be as defined in the Ontario Labour Relations Act.
- 7.02 (a) In the event that any employee group of the Board, other than those covered by this Agreement, engage in a strike, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any curtailment of work or in any strike or stoppage of work, or picket any of the Board's premises during the period of this Agreement. Likewise, the Board will not cause or sanction a lockout during the period of this Agreement.
- (b) If an employee is prevented from crossing the picket line, the employee shall immediately contact the appropriate foreperson who will have responsibility for providing safe passage of the employee to the workplace. There **will** be no loss of wages in cases where the foreperson is unable to provide safe passage to the workplace. Notwithstanding the above, the foreperson has the right to assign the employee to another workplace.

- 7.03 The Board reserves the right to transfer employees from one school or building into another in the event of strikes, lockouts or any other unforeseen situations restricting the operation of certain schools or buildings of the Board. The transfer of employees from one school or building to another will be done in accordance with the seniority of the affected employees.

ARTICLE 8 - REPRESENTATION

- 8.01 The Board agrees to negotiate either directly or through its representatives with a committee of the Union consisting of five (5) members and its representative from the Canadian Union of Public Employees for the purpose of negotiating amendments to the existing Agreement. The Board agrees to limit its representation to a like number. The Board agrees that there will be no deduction from the pay of the Union representatives on the negotiating committee for meetings held during working hours for a period up to a maximum of eight (8) hours for each of its five (5) representatives. It is understood and agreed that there will be no replacement for C.U.P.E. members while engaged in negotiations.
- 8.02 The Union shall notify the Human Resources Manager in writing of the names of the employees constituting the said negotiating committee, the respective effective dates of their appointments and the name of the Chairperson of the committee. Such notification must be received before the Board shall be required to recognize such committee members. The Human Resources Manager will notify the Union of the names of the Board's negotiating committee.
- 8.03
- (a) Meetings of the aforesaid committee shall be held at a mutually satisfactory time and place. When it is known in advance that such meetings are to **be held** during the daytime hours, any member(s) of the Union's committee that normally work on the afternoon or midnight shift shall be **re-assigned** to a position on the day shift the day before and the **day(s)** negotiations are held. Exceptions will be made to any member of the Union's negotiating team who is working the midnight shift **so** that an employee will not be working **a** double shift. Management will grant reasonable time for preparation at the Union's expense.
 - (b) Employees who participate in any official union-management function shall be deemed to be at work only for the purpose of insurance and Workers' Compensation.
- 8.04
- (a) The Union shall select and the Board shall recognize nine (9) stewards. The ninth (9th) steward shall be selected at large and shall be known as chief steward.

- (b) (i) Any complaint by an employee shall first be discussed with the immediate supervisor in the area. If the immediate supervisor in the area and the employee are unable to resolve the complaint, then the employee shall immediately contact the area steward, who shall contact the immediate supervisor involved in an attempt to resolve the complaint. If it becomes necessary for the steward working the afternoon shift to leave his place of work to further investigate the complaint, he/she shall upon leaving and returning notify the answering service. If it becomes necessary for the steward working the day shift to leave his place of work to further investigate the complaint, he/she shall upon leaving and returning notify the Plant Dept. The steward shall be granted reasonable time to meet with the employee(s) for the purpose of resolving the complaint. When investigation of a grievance on Board time is necessary, the steward shall receive the regular rate of pay.
- (c) In the event that the area steward cannot be contacted or is otherwise unavailable, the chief steward shall then be requested to serve as his/her acting replacement. In the event that the chief steward cannot be contacted or is otherwise unavailable, a member of the executive will be required to serve as his/her acting replacement. Under such circumstances, the chief steward or an executive member shall have extended to him/her the same privileges as provided in Subsection 8.04 (b) above for the area steward.

- 8.05
- (a) There shall be a Grievance Committee limited to four (4) members, to be comprised of:
 - (i) Chief Steward
 - (ii) Chairperson of the Committee
 - (iii) A member of the Union Executive
 - (iv) A person designated by the Local Union from among its members or from the regional office of C.U.P.E.
 - (b) Any one member of the Grievance Committee may be present in Step 3, Section 9.02 of the grievance procedure.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01
- (a) A group grievance submitted by a group of employees or a policy grievance submitted by the Union or the Board may be initiated at Step

3 of the grievance procedure. Written notice of the grievance shall be submitted to the Human Resources Manager. Such notice shall be filed within five (5) working days after the grievor(s) become(s) aware of the circumstances giving rise to the complaint. The Human Resources Manager shall reply within five (5) days. If the reply of the Human Resources Manager is not satisfactory, the Union may submit such grievance to arbitration as provided in Article 10 of this Agreement.

- (b) Should any difference arise between the Board and an employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such difference without delay shall be made in the following sequence and manner.

9.02 Step 1

Within five (5) working days of the event which gave rise to the difference, the employee, who shall be accompanied by the steward, shall discuss the complaint with the foreperson in the area. The foreperson in the area shall reply orally within five (5) working days of the discussion during which time the matter at issue will be discussed with the foreperson's supervisor. A grievance alleging dissatisfaction with a job posting will be initiated at Step 2 of the grievance procedure provided such grievance is lodged with the appropriate Manager {Accounting, Plant or Purchasing} within five (5) working days of the event that gave rise to the grievance. In situations where there is no foreperson or supervisor, the complaint will go directly to Step 2.

Step 2

Failing satisfaction] the employee shall, within five (5) working days of the receipt of the reply of the foreperson above, reduce the grievance to writing, detailing the article(s) alleged to have been violated] and sign the grievance. The employee, accompanied by the steward and/or appropriate Union official, shall submit the grievance to the appropriate Manager [Accounting, Plant or Purchasing] who, together with the foreperson and/or supervisor (if any), shall meet and endeavour to settle the dispute. The appropriate Manager shall answer the grievance within five (5) working days of the meeting with the grievor and the steward and/or appropriate Union official.

Step 3

Failing satisfaction, then within five (5) working days after receipt of the reply of the appropriate manager in Step 2 above, the grievor may submit the grievance to the Human Resources Manager, who shall meet with the

- grievor, accompanied by a steward and/or appropriate Union official, within five (5) working days of receipt of the grievance. A representative of the Canadian Union of Public Employees may be present at such meeting. The Human Resources Manager shall answer the grievance in writing within ten (10) working days of the meeting with the grievor during which time the grievance will have been discussed at a meeting of the Supervisory Officers' Council.
- 9.03 In case of a grievance alleging improper discharge of a seniority employee, the grievance may be initiated at Step 3 of the grievance procedure provided such grievance is lodged with the Human Resources Manager or his/her designate within five (5) working days of the said discharge.
- 9.04 The Grievance Committee referred to in this article will be as defined in Section 8.05.
- 9.05 The time limits provided for in each step of the grievance procedure shall be mandatory unless mutually agreed in writing to be extended. Such extension shall not be unreasonably withheld by either party. An employee initiating a grievance must be accompanied by an official or officials of the Union in any step of the grievance procedure where a meeting takes place between the Board officials and the grievor.

ARTICLE 10 - ARBITRATION

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration within one (1) month after the reply in Step 3 of the grievance procedure. The notice of intent to proceed to arbitration shall contain the suggested person to serve as arbitrator. The recipient of the notice shall respond within ten (10) working days either confirm the proposed arbitrator or suggesting alternative arbitrators. If the parties cannot agree on an arbitrator within thirty (30) calendar days, either party may request the Minister of Labour for Ontario to appoint an arbitrator. The arbitrator shall hear and determine the difference or allegation and shall issue a decision which is final and binding upon the parties and upon any employee affected by it.

Notwithstanding the foregoing, where the remedy sought for the difference or allegation at issue involves significant cost or, in cases involving discharge, the Board reserves the right to have the matter heard and decided by an arbitration board. In such circumstance, the party giving

notice of its desire to submit the difference or allegation to arbitration shall, with its notice, include the name of its appointee to an arbitration board within ten (10) working days after the reply in Step 3 of the grievance procedure. The recipient of the notice shall, within ten (10) working days inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or, if the two (2) appointees fail to agree upon a chairperson with the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision which is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but, if there is no majority, the decision of the chairperson governs.

- 10.02 The provisions for arbitration as outlined in Section 46 of the Labour Relations Act may apply when arbitration proceedings are instituted.
- 10.03 No person shall be selected as a member of an arbitration board who:
- (1) is acting or has, within a period of six (6) months preceding the date of appointment, acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties.
 - (2) has pecuniary interest in the matters referred to the Board.
- 10.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or otherwise amend any part of this Agreement.

ARTICLE 11 - SENIORITY

- 11.01 Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Board and consistent with the considerations of merit and ability.
- 11.02 (a) Seniority lists shall be brought up to date annually and copies of such lists shall be furnished to the Secretary of the Union and copies shall be posted on each bulletin board. Seniority lists shall be open for revision for thirty (30) days after their posting. After thirty (30) days subject to prior revision the seniority lists shall be deemed to be acceptable to the Union.

A seniority list shall be established for each of the following classifications:

- (1) preventive maintenance
- (2) custodian
- (3) maintenance
- (4) stockroom**
- (5) electrical/mechanical maintenance
- (6) grounds maintenance/replacement
- (7) rug maintenance/replacement

(b) The Board agrees that the current job classifications shall not be deleted, changed or altered without prior consultation with the Union.

11.03 Employees' names shall appear on the seniority lists for the above classifications in order of their respective appointments to these classifications.

11.04 (a) New employees of the Board shall be on probation for the first six (6) months of employment and there shall be no seniority among probationary employees. Upon successful completion of the probationary period, seniority shall be dated from the last date of hiring for continuous employment with the Board. This period may be extended by mutual agreement.

(b) During the said probationary period, if an employee is laid off for any period not exceeding one (1) year, such layoff shall not be deemed to be an interruption of his/her continuous employment, but shall not be counted for the purpose of calculating the period of six (6) months aforesaid or any other period agreed in accordance with Subsection 11.04 (a).

11.05 Loss of Seniority

(a) An employee shall only lose seniority in the event of:

- (1) discharge for just cause provided that the employee is not reinstated.
- (2) resignation.

- (3) absence from work in excess of five (5) regular working days without giving a satisfactory reason to the Board.
 - (4) after layoff the employee fails to return to work within seven (7) calendar days after being notified by registered mail to do so unless satisfactory reason for such failure is given by the employee. It shall be the responsibility of the employee to keep the Board informed, in writing, of any change of address.
 - (5) retirement.
 - (6) a layoff for a period equal to the overall seniority of the employee or for a period of two (2) years, whichever is the greater.
- (b) If an employee is absent from work because of sickness, accident or leave of absence approved by the Board, the employee shall not lose seniority rights and shall continue to accumulate seniority for the first two (2) years. If an employee is absent beyond two (2) years, the employee will be placed on indefinite leave of absence with no **loss** of seniority but without further accumulation of seniority. Indefinite leave shall continue until the employee proves satisfactorily to the Board that he/she is able to return to work or until the employee reaches the normal retirement age, whichever comes first. Notwithstanding the above, no employee's seniority accumulated up to September 10, 1986 shall be adversely affected.
- 11.06 The Board agrees that no one will be hired while there are employees on layoff waiting and willing ~~to~~ be recalled.
- 11.07
- (a) The selection or appointment of employees for supervisory positions or any position not subject to this Agreement is not governed by this Agreement. However, if any employee is or has been transferred or appointed to a supervisory position or any position not subject to this Agreement and is later transferred back into the bargaining unit, then the position to which the employee transfers will be that of replacement custodian on the afternoon shift. Seniority for such employees will not continue to accumulate while in a supervisory position or position not subject to this Agreement, but such employees shall retain seniority accumulated up to the time of promotion.
 - (b) Employees promoted to positions outside the bargaining unit, and who later transfer to the bargaining unit, pursuant to this section, will be allowed to apply for any postings after they have been returned to the bargaining unit for more than one (1) year.

- (c) It is understood and agreed that employees who transfer to the bargaining unit under this section will be assigned to a "replacement custodian" position and shall not cause any employees in the bargaining unit nor any probationary employee to be laid off.
- 11.08
- (a) In the event of layoff, employees in order of bargaining unit wide seniority, will be given the option of accepting the layoff. In the event that no employee elects to accept the layoff, the employee with the least bargaining unit wide seniority (including probationary employees) with the Board shall be laid off. Recall shall be in the inverse order of bargaining unit wide seniority. The seniority employee accepting the layoff will have the option of returning to work within one (1) year by giving written notice to the Board at least five (5) weeks prior to the date of his/her intent to return to work.
 - (b) Unless legislation is more favourable to the employees, the employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days provided in this clause, he/she shall be paid for the days for which work was not made available.
 - (c) The above layoff and recall procedure will be effected, provided the employees remaining at work on the basis of their seniority are able to perform satisfactorily the work to be done. This will be subject to discussion.
 - (d) In order that the operations of the Union will not become disorganized when layoffs are made, members of the local executive committee and chief steward shall be the last persons laid off during their term of office. It shall be the responsibility of the Union to notify the Human Resources Manager of changes within a local executive committee.
- 11.09
- Probationary employees shall have access to all provisions in the Collective Agreement except those provisions from which they are specifically excluded and except the grievance procedure as it pertains to discipline and discharge.

ARTICLE 12 - POSTING AND PROMOTIONS

- 12.01
- (a) When a vacancy occurs that is caused by death, retirement, resignation or separation from employment, or by promotion or demotion in any occupational classification covered by this Agreement or a new occupational classification or new position is created which is within the bargaining unit herein defined, as well as a split shift position or a position that has a shift that ends on or before 19:30 hours, the Board

shall, if it determines to fill such vacancy or new classification or new position, post it for seven (7) working days setting forth the duties of the position, the school or other building involved, the shift to be worked and the qualifications thereof. Any employee may apply for such position in writing on a form provided by the Board within those seven (7) working days. The Board agrees to post such vacancy within fifteen (15) working days of the decision to fill it.

- (b) Vacancies posted shall be filled within ten (10) working days following the-closing date of such postings.
- (c) A job left vacant by the successful applicant will be filled through the Plant and Construction Department Job Eligibility Posting Procedure with no more than three (3) such postings being required. The filling of such positions will be in accordance with seniority. Notwithstanding the above, a job left vacant by a successful applicant which is a position of responsibility or that of a day custodian shall be posted. An employee who is a successful applicant for a vacancy shall not be entitled to apply for any other vacancy for a period of six (6) months except where a promotion of such employee is involved. Notwithstanding the above, the Board retains the right under Section 2.01 to effect transfers.
- (d) When the incumbent of a particular position has been absent from his/her assigned duties for a period of six (6) continuous months due to an illness or injury or personal leave of absence, such position shall be declared vacant. Should the Board decide to fill such vacancy, it shall be posted in the normal fashion. It is understood and agreed that the successful applicant will be assigned as a spareboard custodian if the employee who ~~is~~ absent returns to work within a two (2) year period.
- (e) If the employee ~~is~~ able to return from a leave of absence due to illness or injury, to his/her former duties within a two (2) year period dating from the outset of the absence, then he/she shall have the option of returning to his/her former position or another position on the same shift and at the same rate of **pay**. If the return is after two (2) years, the employee shall then be assigned as a spareboard custodian. An employee returning from a personal leave of absence in excess of six (6) months, shall be assigned as a spareboard custodian.
- (9) It is agreed that custodians who work the day shift and who are absent will be replaced by one of two custodians designated in each location, where applicable, from the afternoon shift for the duration of the absence, subject to Subsection 12.01 (d). The designation of the two custodians will be in accordance with seniority of those interested in **such an assignment**. Employees who **regularly** work **other** than the day shift and who are required to work on the day shift shall continue to

receive their regular shift premium for a period of time up to five (5) continuous working days. Should such employees be required to work on the day shift for a period of time in excess of five (5) continuous working days, then commencing with the sixth (6th) day the provision noted above will be discontinued until such time as the employee is returned to his/her regularly scheduled shift.

12.02 The Board shall consider the following two (2) factors in determining which employee is to be selected:

- (a) relative seniority of the applicants, and
- (b) the ability, knowledge and training of the applicant to do the job.

When factor (b) is relatively equal between two (2) or more applicants, seniority shall govern. If none of its existing employees is qualified to fill a vacancy, the Board reserves the right to engage an employee from any other source.

12.03 All applicants shall be notified in writing of the selection by the Board.

12.04 The Union shall be notified of all appointments, promotions, transfers, layoffs and terminations of employment affecting the bargaining unit. Upon request of the Union, the appropriate supervisor shall advise the Union of the reason for an unsuccessful promotion when the person with seniority does not receive the position.

12.05 An employee who is the successful applicant for a vacancy through posting or through a request for a transfer must remain in his/her new position for a minimum of six (6) months before he/she can apply for another vacancy unless such other vacancy involves a promotion or a first-time placement on the day shift.

Notwithstanding the foregoing and the provisions of Article 12.01 (d), should an employee request a transfer before completing six (6) months in a position to which he/she chooses to post and/or transfer, such employee shall be assigned to the replacement pool where he/she will remain for a period of six (6) months dating from the date he/she is assigned to the pool. During such six (6) month period in the pool, the employee's posting privileges will be suspended.

ARTICLE 13 - HOURS AND CONDITIONS OF WORK

13.01 (a) The regular workweek shall consist of five (5) days per week, Monday through Friday inclusive. The regular work day shall consist of eight (8)

hours excluding the lunch break. The lunch break shall be one-half (1/2) hour.

- (b) No eight (8) hour shift shall be spread over a longer period than eight and one-half (8 ~~1/2~~) hours, including lunch break.
- (c) The Board may institute a split shift for two (2) one-custodian schools.

NOTE: A driving allowance, as detailed in Article 29, will be paid to those employees working a split shift who are required to travel to work more than once each day.

- (d) Every employee, while on lunch break, shall be free from normal duties and responsibilities associated with their work assignment except in case of emergency.
- (e) Where it is practicable and possible, a four and one-half (4 1/2) day schedule will be implemented during the summer period, subject to the approval of the Plant Manager. The 4 1/2 day schedule will commence the week following the week in which the Dominion Day holiday falls and will end on the Friday preceding the week before Labour Day. In addition, the summer hour schedule will not be applicable for the week in which the Civic Day holiday falls. The conditions for instituting a 4 1/2 day per week schedule are as follows:
 - (i) The 4 1/2 day schedule will apply to those employees who wish to work a 4 1/2 day week.
 - (ii) The employees will continue to work 40 hours per week, excluding lunch break.
 - (iii) The hours of those employees on a 4 1/2 day schedule will be 07:00 hours to 16:30 hours, thus working four (4) nine-hour days and one (1) four-hour day.
 - (iv) The 4 1/2 day schedule will be instituted in such a way so as to provide custodian service for the hours of 07:30 hours to 16:00 hours Monday to Friday. This will necessitate the establishment of staggered half days on Monday and Friday.

- 13.02
- (a) The preventive maintenance staff will normally work the day shift except in emergencies **as** defined in Article 14:06 or in situations where an employee and the Union agree to work a shift other than days.
 - (b) If the number of replacement preventive maintenance employees is insufficient to meet the requirements of the system, the senior

employees system wide will be appointed to meet the requirements, subject to having the necessary skills and ability. Where possible, management will undertake to institute training to supplement the qualifications required by the job.

- (c) The Board will provide on-the-job training to employees appointed to positions of responsibility if it determines that such training is required.
- 13.03 The Board will post notices setting out the shifts to be worked in each of its locations. Employees will be notified at least forty-eight (48) hours in advance of any general change in their working schedule of days and hours to be worked. This shall not apply to temporary changes in shifts of less than five (5) days duration.
- 13.04 An employee who starts work on any regular work day and is sent home before completing four (4) hours shall be paid for four (4) hours. This section does not apply to disciplinary actions taken by the Board.
- 13.05 A rest period of ten (10) minutes in each half of a shift shall be allowed at a time agreeable to the custodian-foreman in charge of each location.
- 13.06 Preventive maintenance and custodians will not be required to do any trade work such as painting or varnishing, electrical, carpentry, plastering, bricklaying or plumbing, etc. **unless** such work **is** in the line of maintenance and does not reasonably require a journeyman mechanic. Nevertheless, the preventive maintenance shall undertake emergency repairs as required and shall then immediately notify the appropriate foreman in the maintenance section.
- (Emergencies as defined in Section 14.06).
- 13.07 The Board shall supply all tools, equipment and cleaning materials which it deems necessary to maintain the schools. All tools, equipment and cleaning materials provided by the Board shall not be removed from the school premises. Employees shall be responsible for the proper care of tools, equipment and materials and replacement will be made upon production of the worn or broken tools.
- 13.08 See Letter of Understanding (attached) agreed 1996-04-30.
- 13.09 The Board will provide protective clothing and protective equipment as required by law or by the Board for those employees working with hazardous materials, equipment and/or situations. It is agreed by the parties hereto that such employees shall replace, at their expense, any such uniforms or protective clothing which may be lost or damaged through employee's negligence. Any and all of the foregoing clothing and/or

equipment shall at all times remain the property of the Windsor Board of Education.

13.10 The Board agrees to have two (2) representatives from the Board, one of whom shall be from the Purchasing Department and two (2) representatives of the Union to consult as to the quality, colour and variety of the uniforms and safety boots to be worn by the employees of the bargaining unit.

13.11 In the event of absences during the school year, the following shall apply:

(a) On the first (1st) and second (2nd) day priority work schedules shall be established;

(b) On the third (3rd) day and each day thereafter, a replacement/spareboard employee (if available) will be assigned to cover the absent employee's area for four (4) or more hours per day. If no replacement/ spareboard employees are available, then four (4) hours of overtime will be provided to employees at that location at the appropriate rate of pay. Overtime is to be divided equitably among the employees at that location. If the employees at that location decline the overtime, employees from another location within the foreperson's area may be brought in. "Absence" for the purposes of this section shall mean absence from work due to sickness or accident or a paid leave of absence.

(c) Notwithstanding the foregoing,

(i) employees who are on an approved unpaid leave of absence shall be replaced on the first day of absence and thereafter: and,

(ii) employees may be allowed up to a maximum of five (5) days vacation during the school year and/or a maximum of two (2) paid personal leave days during the calendar year pursuant to Article 20.11 provided that the absent employee's area is picked-up for such period(s) of time.

13.12 When a shift change is required to service a rental on the annual Union banquet day and no one from the building wants to work that shift, the Board will seek volunteers to fill the shift. In the absence of volunteers, the least senior person will be required to work the shift.

ARTICLE 14 - OVERTIME

- 14.01 (a) All approved time worked outside of the regular workweek shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half the regular rate (salary schedule rate) for work performed during the regular work week, Monday through Friday. All work performed between 00:01 hours Saturday to 23:59 hours Saturday shall be paid for at the rate of time and one-half the regular rate (salary schedule rate). All work performed between 00:01 hours Sunday to 23:59 hours Sunday shall be paid for at the rate of double time the regular rate (salary schedule rate).
- (b) Employees may bank up to the equivalent of fifty-six (56) hours of overtime in any one (1) year. Such hours may be taken as time off during the Christmas and New year period or summer period or during the March break with mutual consent of the Plant Manager and the employee concerned. If these hours are not taken as time off, the employee will receive payment for overtime hours banked. An employee may be allowed to take time off at a time other than the Christmas and New Year period or during March break in lieu of overtime. Such time off will be at the discretion of the Plant Manager. Such payment will be made the first period in September.
- 14.02 (a) An employee who is called out and required to work in an emergency shall be paid for a minimum of three (3) hours at the appropriate overtime rate. If an employee returns home and is subsequently called out again during the same three (3) hour period to work in an emergency situation, he/she shall be paid for a minimum of one and one-half (1 1/2) hours at the appropriate overtime rate.
- (b) (i) Notwithstanding the provisions of Subsection 14.02 (a) above, should such call out occur within one (1) hour of an employee's regularly scheduled starting time, then the employee shall perform the work necessitated by the call out and/or such other work as may be assigned up to the commencement of his/her regular starting time and he/she will receive the appropriate overtime rate for the work performed.
- (ii) Similarly, should an employee be called back to work in an emergency after the conclusion of his/her regularly scheduled shift but prior to his/her actually leaving the work location, then the time worked as a result of the call back will be regarded and paid as regular overtime at the appropriate overtime rate.

- (c) (i) If a day custodian reports to work after calling the Plant Department to report that he/she will be absent due to illness or who is absent due to illness and does not call the Plant Department to report that he/she will be returning to work, he/she may be reassigned to another school in the same shift for that day.
 - (ii) A custodian whose regular shift is the afternoon shift who is called to replace the day custodian will remain on the day shift for that day if he/she does not receive a call from the Plant Department prior to midnight to cancel the replacement assignment.
- 14.03 No employee shall be required to layoff in regular hours for the purpose of offsetting or circumventing the application of overtime rates of pay.
- 14.04 If the Board requires employees to do overtime work in excess of the regular daily or weekly hours, employees will cooperate and overtime will be divided equitably among the employees engaged in similar types of operations within the same location.
- 14.05 Where reasonably possible, there shall be no overtime worked in any operation while there are employees on layoff in the same or similar type of operation and qualified to perform the available work. This shall not apply to overtime which may arise in an emergency.
- 14.06 Emergency shall mean any situation that arises that could result in bodily harm or property damage or arises unexpectedly or is required as a result of abnormal conditions for the operation of the schools.
- 14.07 An employee who is required to work a minimum of two (2) hours overtime, over and above any eight (8) consecutive hours, in addition to receiving time and one-half shall be entitled to six dollars (\$6.00) for meal allowance provided that not more than one (1) hour has elapsed between regular stopping time and his/her return to work.

ARTICLE 15 - SHIFT WORK

- 15.01 The Board shall have the right to establish work shifts other than the regular day shift and shall pay a premium for such shifts.
- 15.02 The Board will pay a premium of thirty-five cents (35) per hour for work by employees regularly employed on the second shift (afternoon shift) and thirty-five cents (35) per hour for work by employees regularly employed on the third shift (night shift) commencing from the first day of the school year in September and finishing on the last day of the school year in June.

- 15.03 For the purpose of determining the appropriate shift premium applicable, the day shift shall be considered to be from 07:30 hours to 15:30 hours, the afternoon shift shall be considered to be from 15:30 hours to 23:30 hours, and the night shift shall be considered to be from 23:30 hours to 07:30 hours.
- 15.04 In the determination of the appropriate shift premium, an employee whose regular shift is such that fifty percent (50%) or more of his/her daily hours fall within the afternoon shift, that employee will be paid the appropriate shift premium for the afternoon shift. An employee whose regular shift is such that fifty percent (50%) or more of his/her daily hours fall within the midnight shift, that employee will be paid the appropriate shift premium for the midnight shift.
- 15.05 It is understood and agreed that the day shift will not commence earlier than 06:00 hours unless it is by mutual agreement between the employee and the appropriate supervisor
- 15.06 When a shift is modified in a specific building but still within the parameters of 15.03 it shall be offered by order of seniority to the persons currently on that shift in that building.

ARTICLE 16 - PAYMENT OF WAGES

- 16.01 Wages shall be paid every week in accordance with classification and rates of pay as set forth in Article 28. Upon payment of wages on each pay day, wages and deductions shall be itemized.
- 16.02 An employee required to assume the duties of a higher paid position for a period of two (2) hours or more shall be paid at the scheduled maximum rate for the duties performed including statutory holidays, subject to the conditions in the preamble of Section 18.01. The foregoing will not apply where an employee is required only to assist or work as a helper.
- 16.03 (a) Those employees previously classified and paid as "cleaners" will continue to be paid as cleaners and work the day shift. Reference to the classification of "cleaners" shall be deemed to have been eliminated from this Collective Agreement.
- 16.04 An employee reassigned to a lower-paid classification shall continue to receive the higher rate of pay for a period of six (6) months. Thereafter, he/she will receive the salary schedule rate for the work performed.

ARTICLE 17 - VACATIONS

17.01 (a) An employee shall be entitled to a vacation at the regular rate of pay (excluding overtime and shift premium) as follows:

- (1) less than one year - one working day for each completed month of service - maximum ten (10) days
- (2) one year or over - 2 weeks
- (3) 3 years or over - 3 weeks
- (4) 10 years or over - 4 weeks
- (5) 18 years or over - 5 weeks
- (6) 27 years or over - 6 weeks

Such service to be calculated as of July 1st in each year.

In addition to the above schedule, employees shall be entitled to one (1) additional week of vacation in their year of retirement.

(b) An employee having acquired ten (10) years or more service shall be entitled to carry a maximum of ten (10) vacation days forward into the following vacation year. Such application shall be made in each year by July 1st and a maximum of ten (10) employees shall be granted the extended vacation based upon seniority.

It is further agreed that an employee granted such vacation extension shall not be entitled to make application again for a period of five (5) years after receiving such vacation extension.

(c) An employee on layoff or on an unpaid leave of absence including an unpaid leave of absence in accordance with Subsection 11.05 (b) shall have his/her vacation prorated based on the actual months worked in any vacation year (July 1 to June 30) and the period of the layoff or the unpaid leave of absence shall not be included when calculating years of service in accordance with 17.01 (a).

17.02 An employee leaving the service of the Board at any time in the vacation year before having taken his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Such vacation credits shall be paid to the estate of an employee who dies.

- 17.03 The vacation period shall be as determined by the Board but the Board agrees to discuss the vacation period of an employee when so requested.
- 17.04 It is agreed that if it becomes necessary for an employee to be confined to hospital and/or home as a bed patient on his/her doctor's orders as a result of illness or injury suffered while on vacation, or as a result of a recurrence of any disability for which such employee would be entitled to Workers' Compensation, the time spent in bed (hospital and/or home) shall be charged to such employee's cumulative sick leave or Workers' Compensation as the case may be, provided the employee provides proof of his/her confinement satisfactory to the Human Resources Manager.
- 17.05 An employee who is absent from work because of illness or accident shall be entitled to vacation in accordance with 17.01 (a) provided that the number of weekly payments under Workers' Compensation or sick leave and vacation do not exceed 52 in any vacation year (July 1 to June 30). In cases where the number of weekly payments under Workers' Compensation or sick leave plus vacation exceed 52 weeks, the vacation entitlement shall be reduced so as to make the combined weekly payments not to exceed 52 weeks.

ARTICLE 18 - HOLIDAYS

- 18.01 Subject to the condition that the employee must be at work on the regularly scheduled working day previous **and** the regularly scheduled working day following the holiday, the Board recognizes the following as paid holidays:
- Good Friday
 - Easter Monday
 - Queen's Birthday (Victoria Day)
 - Dominion Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - The period between Christmas Eve Day and New Year's Day inclusive
- and any other day proclaimed by the Federal, Provincial or Municipal Governments as a general holiday.
- 18.02 When any of the above holidays fall on an employee's vacation or regularly scheduled day off, the employee shall be granted an alternate day off in lieu of such holiday.
- 18.03 An employee shall be paid for the above holidays at the regular rate of pay excluding overtime, but including shift premium for holidays that fall during the regular school year.

- 18.04 An employee shall be paid at the rate of double time if required to work on the holidays listed in Section 18.01 in addition to holiday pay.
- 18.05 An employee who is absent and receives sick leave and/or Workers' Compensation benefits on the regularly scheduled working day previous to or following a holiday(s) as set out in 18.01 above. will be deemed eligible to receive pay for such holiday(s) without deduction from the employee's Cumulative Sick Leave for that statutory holiday(s).
- 18.06 Notwithstanding the holidays listed in Article 18.01 and the premium pay referred to in Article 18.04, the parties agree to accommodate an employee's request to alter such holidays for religious reasons. Such request must be made in writing to the Plant Manager at least two (2) months prior to the holidays affected.

ARTICLE 19 - COST OF LIVING

- 19.01 A cost of living allowance shall be paid as hereinafter provided on the basis of one cent (1) per hour for each .3 change in the Consumer Price Index (1971=100) published by Statistics Canada and using as a base the Consumer Price Index for March 1993 plus 5%.

Effective Date of Payment	Period of Measurement for Payment
July 1993	June 1993 less March 1993
October 1993	September 1993 less March 1993
January 1994	December 1993 less March 1993
April 1994	March 1994 less March 1993

Such cost of living payment **will be** made not later than the third (3rd) pay period after publication of applicable Consumer Price Index.

Any increase in cost of living allowance calculated as aforesaid shall be used in computing overtime pay, premium pay, holiday pay and vacation pay.

ARTICLE 20 - MISCELLANEOUS LEAVES

- 20.01 (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.

- (b) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (c)
 - (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the employee and the Human Resources Manager or his/her designate. The return date will be determined prior to the commencement of the leave.
 - (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the Human Resources Manager or his/her designate upon a request by an employee. Such leave to terminate on a date mutually agreed by the employee and the Human Resources Manager or his/her designate but not to exceed beyond the end of the school year.
- (d) The Board's obligation to reinstate the employee ends at the expiration of the maximum number of weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under 20.01 (i) or (ii) above.
- (e) An employee on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.
- (f) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, seniority shall continue to accumulate for a period not to exceed two (2) years.
- (g) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave.
- (h) The pregnancy/adoption/parental leave shall apply with respect to any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.
- (i) The Board shall provide for employees on pregnancy leave, a supplementary unemployment benefit plan approved by the

Canada Employment and Immigration Commission. For each week of the two-week mandatory waiting period, the plan will pay a sum equal to the UIC benefit that would be payable to the employee each week of the benefit period.

20.02 Paternity Leave

A paternity leave of up to one (1) full day with pay will be granted for occasions such as attending the birth of one's child or for bringing the mother and child home from hospital or for bringing an adopted child into custody, if such occasions occur during the regular working day (excluding statutory holidays, vacation, Saturdays and Sundays).

20.03 Adoption Leave

Where an employee officially adopts a child, leave of absence shall be granted under the same terms and conditions as outlined for maternity leave and may be granted under the same terms and conditions as outlined for paternity leave.

20.04 An employee may be granted leave of absence without pay and without loss of seniority if his/her completed application therefore is approved by the appropriate official of the Board and is received by the Board's Business Office at least fifteen (15) days prior to the requested leave. Time factor may be waived in cases of emergency on compassionate grounds and in extenuating circumstances. The Board will recover the premiums of health and welfare benefits for the period he/she has been away in excess of one (1) month.

20.05 Upon written request of the Union, employees, to a maximum of three (3), will be granted leave of absence without pay to represent the Union at Union conventions and other functions. The total number of person days per year for attendance at such conventions shall not exceed thirty (30). Additional time may be granted for such functions if requested. The President of the Union or his designate may be present, without loss of pay, to attend a convention for a maximum of three (3) days in any one year.

20.06 Wages for time lost due to compulsory quarantine shall be paid to employees when certified by the local medical officer of health, and shall not be chargeable to sick leave.

20.07 (a) An employee shall be granted three (3) days leave without loss of pay at the time of death of a mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law. Such leave to be taken within seven (7) calendar days following the death. In addition, an

employee shall be granted up to three (3) days leave without loss of pay, but only the time required to attend the funeral, in the case of the death of a grandparent of the spouse.

- (b) An employee shall be granted up to a maximum of five (5) days leave without loss of pay in the case of the death of a spouse or child.
 - (c) The time required, not exceeding one-half (½) day, shall be granted without loss of pay to an employee to attend a funeral as a pallbearer provided such employee has the approval of the appropriate Manager.
 - (d) An employee may be permitted to be absent with pay, for a period up to one day to attend the funeral of a close friend, if the funeral is during the employee's shift.
- 20.08 The Board shall pay an employee who is required to serve as a juror or who received a subpoena in a court proceeding to which the employee is not party to the action the difference between his/her normal earnings and the payment he/she receives for jury duty or subpoena pay. The employee will present proof of service and the amount of pay received. Consideration will be given for compensating time off to an employee who appear as a crown witness in cases involving The Windsor Board of Education.
- 20.09 An employee who is elected or appointed to a full-time position with the Union or its Affiliates will be granted leave of absence without salary or other benefits for a period of up to two (2) years. Should such employee return to work with the Board, that person will enjoy the terms of reference as laid out in Section 11.08. Such leave may be extended by the Board. Such employee may pay the full cost through the Board of any welfare benefits under this Agreement if so desired.
- 20.10 The President of the Local or his/her designate shall be allowed one day *off* each week without pay but without **loss** of benefits or seniority to conduct Union business, such day to be designated by the President at the beginning of his/her term of office.
- 20.11 The appropriate supervisor may grant an employee leave of absence to a maximum of two (2) days per year for personal reasons without loss of salary and benefits and without deduction of sick leave credits.

ARTICLE 21 - SAFETY

- 21.01 The Board shall abide by the Occupational Health and Safety Act and the regulations thereunder. All employees under this Agreement shall abide by

the Occupational Health and Safety Act and the regulations thereunder.

- 21.02 The Board will make reasonable provision for the safety and health of its employees during their hours of work. Suggestions received from the Union regarding dangerous conditions will be investigated and, if found to be hazardous, all reasonable effort will be made to effect a correction.
- 21.03 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee.
- 21.04 An employee who is injured during working hours and is unable to continue work on that shift on the certification of a doctor shall receive payment for the remainder of the shift at the regular rate of pay without deduction from sick leave.
- 21.05 The Board and the Union agree that incidents involving aggression or violence towards or upon an employee/member C.U.P.E. Local 27 may be brought to the attention of the Health and Safety Committee.

The Board and the Union further agree that, as part of an overall concern for the health and safety of workers, the Health & Safety Committee shall consider and recommend:

- Violence prevention policies and procedures: and,
- Violence training programs

in accordance with Board and/or Ministry policy.

ARTICLE 22 - EMPLOYEE BENEFITS

- 22.01 The Prescription, Pension, Hospital/Medical, Extended Health, Dental, Long-term Disability, Group Life (Optical (Vision) Care and Cumulative Sick Leave Plans of the Board applicable to employees covered by this Agreement shall be deemed to form part of this Agreement. Notwithstanding the provisions of this Article, any negotiated changes to the benefit plans provided hereunder will be effective the month following the month of ratification.
- 22.02 Pensions
- (a) The pension plan for non-teaching employees established by The Windsor Board of Education through the Ontario Municipal Employees' Retirement System shall be applicable to employees covered by this Agreement.

- (b) The Board agrees to establish a pension committee made up equally of Board and Union representatives to study the present pension plan and to make recommendations to the Board.

22.03 Employee Benefits

The Board will pay the full cost of premiums for employees and dependents including children up to age 25, provided they are full-time university or college students, for the following:

- (a) Ontario Health Insurance Plan
- (b) Semi-Private Hospital Supplement
- (c) Extended Health Care - The new plan includes hearing aid and enhanced out-of-Canada coverage.
- (d) Generic Drug Plan - \$2.00 deductible

On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs.

- (e) (i) Basic Dental Plan will include relining, repairing, and replacing dentures. The dental plan shall provide for a nine (9) month recall visit.
- (ii) Orthodontics at 50% coinsurance with a lifetime maximum per child of \$1,000 during the first year and a lifetime maximum of \$1,800 after the first year.

(9) Long-term Disability Plan:

- (g) (i) Group Life Insurance - \$50,000:
- (ii) Optional Group Life insurance will be offered to active employees at their own expense. The maximum optional group life insurance will be \$75,000.00 in \$25,000.00 segments and will be subject to the minimum underwriting requirements of the insurance carrier.
- (h) Optical (Vision) Care - \$150.00 in any continuous 24 month period.

Note: Coverage for benefits marked with an asterisk (*) is restricted to employees only.

While an employee is receiving benefits under the Board's Cumulative Sick Leave Plan, or while on L. T. D. in lieu of sick leave in accordance with (f) above, the Board will continue to pay premiums for the above benefits.

The Board shall continue payment of premiums for the above benefits to the end of the month following the month in which benefits under the Board's Cumulative Sick Leave Plan cease. Thereafter, the employee shall pay the full premiums through the Board.

If an employee is laid off, all benefits will be covered by the Board to the end of the month in which the layoff occurs. An employee on layoff may continue to participate in the Board's benefit plan at his/her expense for up to two (2) years or until such time as other employment is found, whichever comes first. In consideration of the above, the employee(s) concerned will agree to pre-pay the premiums necessary to maintain such coverage one (1) month in advance. In the event of non-payment, benefits will be terminated immediately.

22.04 Cumulative Sick Leave Plan

The Cumulative Sick Leave Plan of the Board for non-teaching employees shall be applicable to employees covered by this Agreement.

22.05 Retiree Benefits

The Board will pay the full cost of premiums for the following for employees retiring on or after June 1, 1997.

- (a) Semi-Private Hospital Supplement
- (b) Extended Health Care - The new plan includes hearing aid and enhanced out-of-Canada coverage.

- (c) Generic Drug Plan - \$2.00 deductible

On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs.

- (d) Basic Dental Plan
The dental plan shall provide for a nine (9) month recall visit.

- (e) Optical (Vision) Care - \$150.00 in any continuous 24 month period

- (f) Employees will be provided with \$3,000 death benefit effective the first of the month following their 65th birthday.

Note: The benefits (a), (b) (c) (d) and (e) listed above will be continued for the surviving spouse of a retired employee. Employees who retired prior to June 1, 1997 will enjoy benefits in effect at the time of their actual retirement.

22.06 The spouse of a deceased employee may retain membership in the group benefit plans to which the employee belonged at the time of death. The spouse of the deceased employee may retain such membership until such time as he/she attains the age of 65 and shall pay the full premium cost to maintain such participation.

22.07 The Board agrees that, should insurance carriers be changed, the benefit coverage shall not be less than that provided under this agreement. In case of change in carrier, the Board shall provide the Union with copies of all new insurance policies.

ARTICLE 23 - BULLETIN BOARDS

23.01 The Union shall have the right to post notices of interest to its members in the boiler rooms or custodian rooms of the schools provided, however, that such notices pertain only to social activities, results of elections and Union meetings. Any other material the Union wishes to post must be discussed at a Union/Management or Occupational Health and Safety Committee meeting. If time does not permit such discussion, the Union will bring the request to the Plant Manager. If the Plant Manager intends to deny a request, he/she will discuss such request with the Human Resources Manager prior to giving a response.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 (a) For the purpose of this Agreement, the term "technological change" shall be understood to mean the introduction of new electrical or mechanical equipment or mechanization or changes in qualifications for the job of a permanent nature that necessitates the acquisition of new job related skills.

(b) The Board shall notify the Union three (3) months before the introduction of any technological changes.

(c) As far ahead as possible before the introduction of any technological change, the Board will institute a training and/or upgrading program designed to equip employees with the knowledge and skills to meet the proposed technological changes. Such training and/or upgrading shall

be carried out at the expense of The Windsor Board of Education.

- (d) No regular employee shall be dismissed or have his/her hours reduced by the employer because of technological change. An employee who is displaced from his/her job by virtue of technological change will suffer no reduction in normal earnings for the period of this Agreement. In addition, the employer agrees to discuss with the Union retraining of those affected by technological change where feasible and practical.

ARTICLE 25 - CONTRACTING OUT

- 25.01 It is recognized that at times and for varying reasons it is not considered practicable or advisable for certain work to be performed by our own forces. As in the past, the Board must therefore reserve the right to decide how and by whom any work is to be performed and this clause is not to be regarded as affecting that right: however, providing the Board has the necessary facilities and equipment and can perform the work required with its own work force in a manner that is competitive in terms of cost, quality and within projected time limits, it is the Board's intention and desire to keep such work within the Board of Education, and no employee will suffer demotion or layoff as a result of contracting out for the duration of this Agreement.

When requested by the President of Local 27, C.U.P.E., the Board will meet with representatives of this local to discuss the manner in which the foregoing statement has been applied in any particular case.

ARTICLE 26 - UNION/MANAGEMENT RELATIONS COMMITTEE

- 26.01 The Board and the Union shall establish a committee to be known as the Union-Management Relations Committee composed of five (5) representatives of the Board and five (5) representatives of Local 27. Meetings shall be convened at the request of either party within five (5) days upon receipt of notice but not more than once a month for the purpose of considering matters pertaining to or arising out of this agreement and any matter that affects Union-Management relationships. This committee does not in any way form part of the grievance or arbitration procedure set forth in this Agreement and no matter which is the subject matter of the grievance or arbitration procedure shall in any event be the subject of discussion at the meeting of this committee.

An agenda will be submitted by each party forty-eight (48) hours prior to the scheduled meeting and only those items on the agenda will be discussed, unless otherwise agreed to by the parties.

Any decision made at the Union-Management Relations Committee shall be

forwarded to the Board for consideration.

ARTICLE 27 - GENERAL

- 27.01 The Board agrees to involve the Union in its efforts to establish modified work for an employee covered by this Agreement.
- 27.02 The Board agrees to share with the Union the cost of providing copies of this Agreement.
- 27.03 Wherever the singular or masculine ~~is~~ used in this Agreement, it shall be construed as if the plural or feminine has been used where the context or the party or parties thereto so required, and the rest of the sentence shall be so construed as if the grammatical or terminological changes thereby rendered necessary had been made.

ARTICLE 28 - WAGES

**SALARY SCHEDULE
EFFECTIVE APRIL 1, 1997 TO MARCH 31, 1998 INCLUSIVE**

CLASSIFICATION	MAXIMUM RATES		
	HOURLY	WEEKLY	ANNUAL
Custodians	16.75	670.00	34,840.00
Custodians using 4th class Certificate (offshift)	17.00	680.00	35,360.00
Grounds Maintenance/ Replacement	17.27	690.80	35,921.60
Rug Maintenance/ Replacement	17.27	690.80	35,921.60
Bus Driver	17.75	710.00	36,920.00
Maintenance	17.75	710.00	36,920.00
Stockroom Attendant	17.75	710.00	36,920.00
Stockroom Truck Driver	17.75	710.00	36,920.00
Electrical/Mechanical Maintenance	18.26	730.40	37,980.80
Preventive Maintenance	18.26	730.40	37,980.80
*Cleaners	16.11	644.40	33,508.80

Using Certificate on
other than Day Shift

Not Using Certificate

Papers - 4th Class.....	25¢ / hour	5¢/hour
Papers - 3rd Class.....	30¢ / hour	10¢/hour

* This classification is for pay purposes only for those employees who have been grandparented.

NOTE: The rate for new hires will be as follows:

starting rate -	85% of the maximum - \$14.24
after 6 months -	90% of the maximum - \$15.07
after 12 months -	95% of the maximum - \$15.91
after 18 months -	maximum - \$16.75



ARTICLE 29 - DRIVING ALLOWANCE

29.01 A driving allowance per mile or its equivalent in kilometres shall be paid to those authorized employees travelling regularly between two or more work locations in accordance with Board Policy.

29.02 All active Preventative maintenance employees required to provide his/her automobile for purposes of The Windsor Board of Education shall be paid a monthly allowance by the Board on a mileage basis in the performance of work from the first to the last date of the month calculated at the rate of \$0.30 per kilometer effective April 1, 1997.

Notwithstanding the above, such monthly mileage claim shall not exceed the equivalent of \$140.00 per month. However, any employee who exceeds 6400 kilometers per year will be reimbursed for the additional mileage driven at the rate of \$0.30 Der kilometer.

29.03 A driving allowance per mile or its equivalent in kilometres shall be paid in accordance with Board Policy to those employees who are required under Subsection 13.01 (c) to travel to work more than once each day. Such allowance shall be limited to five (5) miles or its equivalent in kilometres each way (maximum ten (10) miles or its equivalent in kilometres per day) and is payable only for the extra trip to and from work because of a split shift.

29.04 In addition to the allowance identified under 29.02 above for Preventative maintenance employees, the Board will pay the difference, excluding surcharge as a result of accidents or convictions, in the Premium rate for insurance on the employee's automobile up to the following maximum limits:

- Public liability and Property damage - \$100,000 limit March 1, 1997
Collision - \$100 deductible

Notwithstanding the above, such employees will be required to provide three written estimates of insurance, with one estimate from an agent of the Board's choice. The Board will only be required to reimburse to the lowest estimate.

ARTICLE 30 - TERM OF AGREEMENT

30.01 This Agreement shall be binding and remain in effect from April 1, 1996 to March 31, 1998 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least ninety (90) days prior to the 31st day of March, 1998.

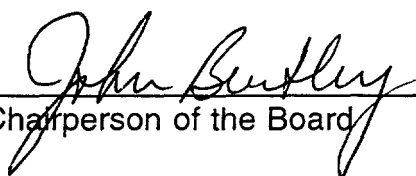
- 30.02 Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

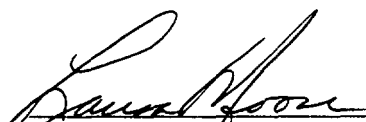
- 30.03 It is agreed, however, that where such notice requests revisions, both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

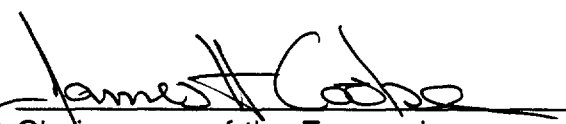
Dated at Windsor, ONTARIO this 7th day of May 1997.

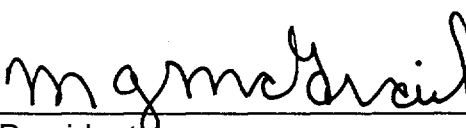
Signed and agreed upon on behalf
of THE BOARD OF
EDUCATION FOR THE
CITY OF WINDSOR

Signed and agreed upon on
behalf of the CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 27

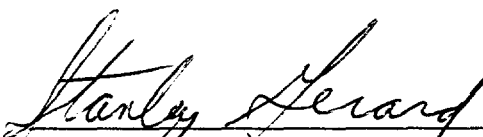

Chairperson of the Board



Area Representative


Chairperson of the Economic
Policy Committee



President

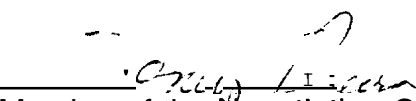

Director and Secretary
of the Board



Vice-President

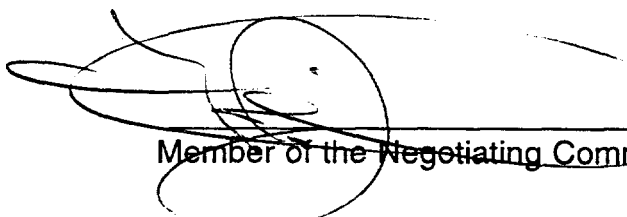

Treasurer


Member of the Negotiating Committee


Chief Negotiator


Member of the Negotiating Committee




Member of the Negotiating Committee



REFERENCE - ARTICLE 22.04

CUMULATIVE SICK LEAVE CREDIT PLAN

of

THE WINDSOR BOARD OF EDUCATION

For its Employees who are Members of the
Canadian Union of Public Employees
Local Union No. 27

INTERPRETATION

- (a) "BOARD" shall mean **The** Windsor Board of Education.
- (b) "EMPLOYEE" shall mean an employee of the Board who comes within the jurisdiction of Local Union No. 27 Canadian Union of Public Employees.
- (c) "PLAN" shall mean the Cumulative Sick Leave Credit Plan of The Windsor Board of Education applicable to employees referred to in (b) above.
- (d) "RETIREMENT" shall mean cessation of employment with The Windsor Board of Education because of death or being retired with a pension from The Windsor Board of Education's O.M.E.R.S. Plan.
- (e)
 - (i) "REGULAR STAFF" shall mean the "PERMANENT" staff.
 - (ii) The "EFFECTIVE DATE" of the plan shall be July 1, 1966.
- (f) "PERIOD OF ACCUMULATION" shall mean those years and months of service with the Windsor Board during which the employee may accumulate additional sick leave credits.

PART 1

GENERAL

- (a) "Regular attendance" means for any month the attendance of an employee at his/her duties on the days during the hours for which his/her attendance is required during that month, according to the terms of his/her employment subject to the proviso that no credit shall be given to an employee in any month who, in that month, was absent from duty without leave, or who is absent for more than six (6) days for any reason other than vacation, leave of absence or attendance, with the permission of the Board at any meeting or convention of any organization or association with which the Union which has a collective agreement with the Board is affiliated. Notwithstanding the above, an employee on a long term leave of absence of one (1) month or more will not be entitled to the accumulation of sick leave credits during that leave of absence.
 - (b) "Sick leave certificate" means a certificate, form "A" attached to and forming part of this plan verifying a claim for sick leave.
 - (c) "Sick leave absence" means absence from regular attendance by sickness or other physical incapacity.
 - (d) "Sick leave credit" means an allowance as provided by this plan for sick leave absence with pay. Sick leave credits shall be deducted to the closest quarter (1/4) day during the term of this Agreement.
2. (a) A plan of sick leave credit gratuities is hereby established for every employee and, subject to the control of the Board, the conduct and management of the plan shall be vested in the appropriate official, or such other employee of the Board, as the Board by resolution may designate from time to time.
- (b) The appropriate official shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any employee provided, however, that the disallowance by the official of any sick leave credit or sick leave absence shall be subject to appeal or hereinafter set forth.
 - (c) The official shall provide and keep a register in which all sick leave credits shall be recorded so that the register will show the net sick leave credit of every employee which remains after all his/her sick leave absences have been deducted from his/her accumulated sick leave credits.

3. (a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of not more than one and one-half (1 1/2) days per month, and the sick leave credit of an employee shall be cumulative.
- (b) Where an employee has been employed for more than two (2) years, and has used up all his/her sick leave credits, the Board may allow him/her an advance of sick leave credits of up to thirty (30) days in the case of an extended illness provided that such excess allowance be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. Upon his/her return to work, the employee is obligated to eliminate the sick leave debit at the rate of one-half (1/2) his/her annual sick leave credits.
- (c) It is agreed that when a C.U.P.E. member is injured during the performance of his/her duties and is unable to perform such duties and has applied for Workers' Compensation benefits, the employee will be placed on sick leave until such time as approval of the Workers' Compensation claim is rendered. During this period, the employee will be receiving ninety percent (90%) of his/her net pay provided the employee has sick leave days to his/her credit. Upon Workers' Compensation Board approval, the employee's sick leave reserve shall be adjusted in accordance with the Workers' Compensation award and the employee will continue to receive payments in accordance with that award. If the Workers' Compensation claim is rejected, the employee will be placed on sick leave provided the employee has sick leave days to his/her credit, and his/her salary will be adjusted accordingly retroactive to the first day of the absence. Should the employee not have sufficient sick leave credits the employee may be granted an advance of sick leave credits up to thirty (30) days in accordance with (b) above.
- (d) Where an employee is absent due to attendance at a military hospital for observation, examination or treatment in connection with any disability sustained by such employee as a result of military service, and the Board makes up the difference between the employee's **normal** salary or wages for such period of absence and any allowance or gratuity, other than for transportation and meals, received by the employee from the Department of Veterans' Affairs while attending at such hospital, his/her sick leave credit, if any, shall be debited with the period of time determined by the ratio that the Board's supplemental payment bears to the employee's normal salary or wages for the period of absence.
4. (a) An employee shall report his/her illness to his/her immediate superior during the first day on which such employee is absent from his/her work, and within two hours of the time at which he/she would normally commence his/her duties.

- (b) Absences of more than five (5) working days shall be reported upon return to work of an employee or during his/her absence if requested, on a duly completed Sick Leave Report.

NOTE: The attending physician's statement referred to in (b) above shall be completed as soon as practicable.

- (c) The Sick Leave Report Form including physician's statement shall be required if requested by the Board.
- (d) In accordance with the terms and provisions of the Board's Policy re: Absenteeism, a medical certificate for any absence due to illness may be required after the number of absences and the frequency of absences reach a level that is considered to be above average.

5. Whenever the official managing the sick leave credit system disallows any sick leave credit or sick leave absence for any employee or does not make an entry in regard to such employee's sick leave credit, in accordance with the terms of this plan, such employee may appeal against the decision or action of the official by filing with the Board a written notice of appeal within seven (7) days of the date of mailing or delivery to him/her of notice of the decision or action of the said official.
6. Where an employee has heretofore accumulated sick leave credits under any plan established by the Board, the employee shall be entitled to credits equal in number to the sick leave credits so accumulated, in addition to any credits to which he/she may become entitled under the provisions of this plan.
7.
 - (a) Subject to part (b) and Sections 8 and 9 hereof, when an employee, having more than five (5) years' service, ceases to be employed by the Board, or when an employee having less than five (5) years' service dies, there shall be paid to him/her or his/her personal representative as the case may be, or failing a personal representative, to such other person as the Board may determine, an amount computed on the basis of his/her pay at the date of his/her cessation of employment with the Board, for a period equal to fifty percent (50%) of the value of his/her credits or fraction thereof, but the amount shall not exceed six (6) months' pay, and any such employee shall be entitled to be paid such amount in a lump sum, or in regular, consecutive monthly payments of not less than fifty dollars (\$50.00), and the balance remaining at any given time after all previous payments have been deducted shall be paid to the employee upon his/her request.
 - (b) Section 7 (a) does not apply to employees hired on or after June 30, 1984.

8. Any employee discharged by the Board for cause shall lose or forfeit all benefits under this plan.
9. This plan and all its clauses shall be subject to the provisions of all pertinent Acts of the Province of Ontario or other applicable legislation as from time to time may apply.

REVISED 1997-05-02

LETTER OF UNDERSTANDING

between

THE BOARD OF EDUCATION FOR THE CITY OF WINDSOR

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 27

The Board of Education for the City of Windsor and C.U.P.E. Local 27 agree to the following:

1. CONTRACTING OUT

The Board and C.U.P.E. Local 27 agree to establish a Joint Union/Management Committee made up of three representatives from each side. The purpose of the committee is to review past jobs that were contracted out for the purpose of determining whether some of these jobs could have been performed by the employees in accordance with the principles contained in the Collective Agreement which pertain to cost competitiveness, quality and time limits. In addition, the Committee will examine procedures that may be established to give the Union an opportunity to comment on future **jobs** designed for contracting out.

2. LIABILITY INSURANCE

The Board agrees to provide the Union with a letter outlining the insurance coverage provided by the **Board's** insurance carrier to employees involved in legal proceedings arising out of the performance of their duties.

3. ASSIGNMENT OF SPAREBOARD CUSTODIANS

The Board and the Union agree that it is mutually advantageous to have spareboard custodians working in an area closest to their residence.

4. TRANSFER OF EMPLOYEES TO THE WINDSOR ROMAN CATHOLIC SEPARATE SCHOOL BOARD

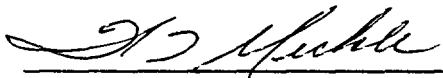
The Board of Education for the City of Windsor and C.U.P.E. Local 27 agree that employees transferred to the Windsor Roman Catholic Separate School Board will be considered to be on a leave of absence with seniority being accumulated during the leave of absence. Such employees will have the right to recall subject to their seniority.

5. THE SCHEDULING OF WORK DURING THE SUMMER MONTHS

The Board of Education for the City of Windsor and C.U.P.E. Local 27 agree to discuss the scheduling of work during the summer months when conditions of extremely inclement weather exist.

This Letter of Understanding is subject to any legislation enacted by the government.

Dated at Windsor, ONTARIO the 7th day of May, 1997.



THE BOARD OF EDUCATION
FOR THE CITY OF WINDSOR



C.U.P.E. LOCAL 27

Letter of Understanding

between

The Board of Education for the City of Windsor

and

The Canadian Union of Public Employees, Local 27

The Board of Education for the City of Windsor and C.U.P.E. Local 27 agree to the following:

Notwithstanding the provisions of Article 13:00 of the Collective Agreement, the parties agree, on a one (1) year trial basis, that employees, to a maximum of two (2), may be assigned to a five (5) consecutive day work week other than Monday through Friday with two (2) consecutive days off.

Initially, the identification of employees for such assignment will be confined to persons designated by the Worker's Compensation Board for Modified Work Assignments and provided the employee's work restrictions are not exacerbated by the work assignment contemplated herein. Such work assignment shall include the task of responding to alarm calls in addition to any other custodial duties assigned within the employee's restrictions.

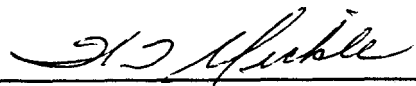
Notwithstanding the foregoing, in the event that there are not two (2) such employees designated for modified work assignments or, if there are two (2) employees designated but not able to perform the duties contemplated herein, such assignment(s) may then be offered, as (a) temporary position(s) system wide by seniority.

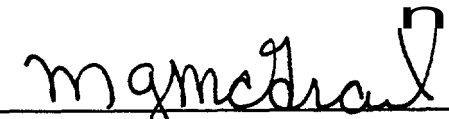
NOTES:

1. In the event that no one applies to a system wide offering, the employee(s) with the least overall seniority will be assigned.
2. Before assigning any employee to such modified work week or assignment, the Board will discuss the particulars of the assignment(s) with appropriate representatives of the Union.
3. In the event that the actual work week and/or shift schedule identified hereunder should interfere with an employee's ability to participate in Religious Observances on a Saturday or Sunday, with prior notice to the appropriate Supervisor, every **effort** will be made to accommodate the employee, however, whatever time off is granted for such purposes will be without pay.

4. The initiative in question will not be used as a means of circumventing scheduled Building overtime.

Dated at Windsor, ONTARIO, the 7th day of May 1997.


On behalf of
THE BOARD OF EDUCATION
FOR THE CITY OF WINDSOR


On behalf of
C.U.P.E. Local 27

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF EDUCATION FOR THE CITY OF WINDSOR

(hereinafter referred to as "the Board")

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 27

(hereinafter referred to as "the Union")

UNIFORMS

Whereas the Board has currently initiated a point system to enable the flexibility for employees to select from a wider range of work clothing in place of certain items currently included in the uniform issue for its skilled trade employees;

AND,

Whereas such point system was implemented on a trial basis for skilled trade employees on the condition that the associated costs not exceed the funds currently identified in the budget;

AND,

Whereas the Board, at the outset of the current negotiations with the Union (C.U.P.E. Local 27) indicated it would propose a similar point system for employees covered under this Agreement between the Board and the Union only to realize that, at this point in time, arrangements are already underway to acquire and issue uniforms in accordance with the requirements and provisions of Article 13.08(a) of the current agreement on or before June 30, 1996.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. To establish a Committee (maximum of three (3) representatives from the Union and three (3) representatives from the Board) for the purpose of investigating and recommending a point system for issuing alternate items of work clothing.
2. The Committee so established shall work within the following parameters:
 - (a) Whatever system is recommended will have to be approved by the members of the respective parties' bargaining table team(s).

- (b) Whatever point system that is recommended and/or approved will:
- (i) Operate on a trial basis for whatever period the parties may mutually agree upon;

and,

 - (ii) Not involve associated costs that exceed the funds currently identified in the 1997 budget for uniforms.
 - (iii) Replacement cost(s) of damaged goods will not be factored into the point system.

DATED AT WINDSOR this 28th day of May, 1997.

On behalf of the Canadian Union
of Public Employees Local 27

M. G. McNeil

On behalf of the Board of
Education for the City of Windsor

J. H. Hubble

