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COLLECTIVE
AGREEMENT

BETWEEN

THE ESSEX COUNTY BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1243

1987 01 01 to 1988 12 31

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WHEREAS it is the desire of both Parties to this Agreement:

- (1) To maintain and improve the harmonious relations and settle conditions of employment between the Board and the Union;
- (2) To provide a means for the prompt disposition of grievances; and
- (3) To encourage efficiency in operation.

NOW THEREFORE the Parties agree as follows:

ARTICLE I - MANAGEMENT RIGHTS

- 1.01 The Union recognizes the right of the Board to exercise the regular and customary function of management, and to hire, direct, classify, transfer, promote, demote and lay off any employee subject to the provisions of this Agreement. Furthermore, the Union recognizes the Board's right to discipline, suspend or discharge any employee for just cause, within the terms of this Agreement and subject to the employee's right to grievance as herein provided.
- 1.02 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 from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 1.03 The Board shall exercise its rights and duties as outlined in Articles 1.01 and 1.02 in a manner that is fair, reasonable, and non-discriminatory, and specifically shall not discriminate against the employees on grounds of race, creed, colour, age, sex, marital status or Union membership or activity, with respect to the terms or conditions of employment as defined in this Agreement.

ARTICLE II - RECOGNITION AND DEFINITION OF EMPLOYEES

- 2.01 The Board recognizes the Union as the sole collective bargaining agent of all employees of the Board engaged in maintenance, service (including the truck driver - warehouse) and plant operations, save and except office staff, supervisors, foremen and persons above the rank of supervisors and foremen.
- 2.02 The term "seniority employee" when used in this Agreement shall mean an employee employed by the Board within the bargaining unit described in Article 2.01 of this Agreement who has successfully passed his probationary period.
- 2.03 The term "probationary employee" when used in this Agreement refers to an employee employed by the Board within the bargaining unit described in subsection 2.01 of this Agreement who has not acquired seniority as defined in this Agreement and to whom the Letter of Agreement set out in Schedule "B", which is attached to and forms a part of this Agreement, refers.

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- 2.04 The term "**part-time** employee" when used in this Agreement shall mean a seniority employee who regularly works less than forty (40) hours per week.
- 2.05 The term "**full-time** employee" when used in this Agreement shall mean a seniority employee who regularly works forty (40) hours per week.
- 2.06 The term "**temporary** employee" when used in this Agreement shall mean a person hired by the Board for special projects or in cases of emergency for a period of not more than one hundred and twenty (120) working days in any twelve (12) month period.

A "**temporary** employee" during his period of employment as such an employee shall not be deemed to be a seniority or probationary employee and shall not be covered by any of the terms and conditions of this Agreement.

- 2.07 **Full-time** employees employed within the bargaining unit described in Article 2.01 of this Agreement, as at the date of the signing of this Agreement, shall be entitled to all available hours of work up to what constitutes a forty (40) hour week.

ARTICLE III - UNION SECURITY

- 3.01 Any employee presently a member of the Union and a member of the Union at the time of signing of this Agreement shall, as a condition of continued employment, remain a member of the Union, and further, any new employees of the Board engaged in maintenance, services and plant operations, save and except office staff, supervisors, foremen and persons above the rank of supervisor and foreman shall, as a condition of employment, become a member of the Union upon their appointment to the seniority staff. Membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to pay the periodic dues uniformly required of all members as a condition of acquiring or retaining membership in the Union. The Union at the time of requesting the termination of employment of any employee under this Article shall make such request in writing and set forth the reason therefor.

ARTICLE IV - CHECK-OFF OF UNION DUES

- 4.01 (a) The Board will deduct from the pay of each employee who is covered by this Agreement to whom any pay is due, and who has attained seniority, his/her regular monthly Union dues. The Union shall notify the Board in writing of the amount of such dues from time to time.
- (b) Union dues shall be deducted from probationary and/or temporary employees prior to their attaining seniority as follows:
- (i) Union dues deductions shall occur following an accumulation of forty (40) hours worked and shall continue to be calculated for each successive forty (40) hours worked.
- (ii) The deduction of Union dues for probationary employees does not grant such employees eligibility for other provisions of this Agreement, other than hourly rates of pay and holidays and those health benefits set out in Article 16.03.

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(iii) Specifically, neither the probationary or temporary employee, nor the Union, can grieve a discharge occurring during the probation or temporary period.

4.02 All dues deducted shall be remitted to the Treasurer of the Local Union not later than the 15th day of the month following the month in which such deductions were made, together with a list in triplicate (one copy to the President of the Local Union) of the names of all employees from whose pay such deductions were made.

Deductions shall be taken from the pay of each employee every two (2) weeks. The Union shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deductions and remittance of dues by the Board pursuant to this Article.

4.03 When the Board hires a new employee to perform work presently performed by the members of the bargaining unit described in Article 2.01 of this Agreement, the Board shall advise such new employee that a Collective Agreement is in effect between itself and the Union and shall further draw such new employee's attention to the provisions of Article III and IV of this Agreement.

ARTICLE V - UNION REPRESENTATION

The Board recognizes the following committees of the Union for the respective purposes shown:

5.01 The Negotiating Committee

The Board agrees to negotiate either directly or through its representatives with a Committee of the Union consisting of four (4) members, one of whom may be the Union Recording Secretary, and its representative from the Canadian Union of Public Employees for the purpose of negotiating amendments to the existing Agreement. When on an authorized release for negotiating meetings with the Board, employees on the Negotiating Committee will be considered to have worked that day's shift, with pro-ration for authorized release for a partial day.

5.02 The Grievance Committee

This Committee shall consist of four (4) employees, one of whom shall be the Chief Steward and one of whom shall be the Steward directly concerned with the grievance, the third and four members of the committee may be any other Stewards or members of the Union in the employ of the Board within the bargaining unit covered by this Agreement.

5.03 Staff Representative and Notification

The Union shall have the right at any time to have the assistance of a representative(s) of the Canadian Union of Public Employees when negotiating with the Board under Article 27.03, under Step 3 of the Grievance Procedure and thereafter, or at any other meeting of the Parties where it is mutually agreed. The Union shall notify the Board in writing of the names of its officers, the officers of its Local Union 1243, the Chief Steward, Stewards, the Grievance Committee, the Negotiating Committee, and the Labour-Management Committee.

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- 5.04 The Board shall recognize six (6) Stewards, one of whom shall be the Chief Steward. Each Steward shall be empowered to investigate grievances, such investigation to be at a time and place mutually satisfactory to the immediate Supervisor, the Chief Steward and the Parties Concerned, and consent to the extent of time and place shall not be unreasonably withheld by the immediate Supervisor. A Steward who is unable to contact the immediate Supervisor shall then contact the Supervisor of Plant Operations.
- 5.05 A Steward who is unable to contact either of the previously mentioned officials shall then contact the Superintendent of Business. When the investigation of a grievance during regular working hours is necessary, the Chief Steward or Steward involved shall receive the regular rate of pay. If, in the performance of duties of Stewards, Stewards are required to enter a school in which they are not normally employed, they shall upon entering the school immediately report their presence to the Principal.
- 5.06 (a) When a Supervisor is to interview an employee for disciplinary purpose, the Supervisor shall notify the employee in advance, stating the purpose of the interview, so that the employee may contact his/her Steward or Chief Steward in order that he/she may be present at the interview.
- (b) When an employee is to be disciplined and such discipline will result in a suspension or discharge, such discipline must be meted out by the Supervisor of Plant Operations or a person senior to that position. In such cases, the Area Steward or Chief Steward will be requested to attend.

In extreme cases which require instantaneous suspension of the employee, such action may be taken by a Principal or a Supervisor, but such action shall be reported without undue delay to the Supervisor of Plant Operations and the Area Steward.

5.07 Labour-Management Co-operation Committee

A Labour-Management Co-operation Committee shall be established consisting of a maximum of four (4) representatives of the Union and a maximum of four (4) representatives of the Board. The Committee shall enjoy the full support of both Parties to this Agreement in the interests of maximum service to the public. The Committee shall concern itself with matters of the following general nature:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Board and the employees.
- (b) Increasing operating efficiency by promoting co-operation in effecting economy moves.
- (c) Improving service to the public.
- (d) Promoting safety and sanitary practices and the observance thereof.
- (e) Reviewing employees' suggestions and questions concerning working conditions and service.

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- (f) Promoting education and training of the employees.
- (g) The Labour-Management Committee shall meet once every four (4) months, or more frequently ~~if~~ needed, at such time and place as is mutually satisfactory to both parties. The meetings shall be chaired alternately by the Union and the Board.

The Board will assume the responsibility for recording the minutes of the meeting and circulating them to the members of the Committee.

ARTICLE VI - SENIORITY

- 6.01 (a) Seniority, as used in this Agreement, shall mean length of service as a seniority employee with the Board or its predecessor Boards, and an employee's seniority shall date from the last date of hiring in this bargaining unit. Seniority lists shall be posted on all bulletin boards and brought up-to-date annually. Seniority shall be ~~determinative~~ only for those purposes expressly described herein.
- (b) For purposes of lay-off, recall and promotion, employees who are regularly employed on a basis of twenty-four (24) hours or less per week shall have seniority calculated for all such service at one-half (1/2) of the time elapsed since the date of their hire.

6.02 An employee shall be considered a probationary employee until such employee has completed sixty (60) working days of employment within any twelve (12) consecutive months. After completion of the said probationary ~~period~~ an employee who continues to be employed by ~~the~~ Board shall be considered a seniority employee and shall appear on the seniority list as of a date sixty (60) working days prior to the date upon which such employee attains seniority. The provisions of this Agreement shall not apply to a probationary employee except such provisions of this Agreement as are expressly made applicable to a probationary employee including wages, shift premium, hours of work and overtime pay and in particular, without restricting the generality of the foregoing, the provisions of Article VII and VIII of this Agreement shall not be available to a probationary employee nor shall they be available to the Union on behalf of any probationary ~~employee~~. Any probationary employee who becomes a seniority employee without any break in employment shall be entitled to paid holidays and vacation dating from such employee's date of hiring as a probationary ~~employee~~.

6.03 Loss of Seniority

The seniority of an employee shall terminate if such employee:

- (a) is discharged for just cause and is not reinstated through the grievance or ~~arbitration~~ procedure.
- (b) resigns or quits.

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- (c) is absent ~~from~~ work in excess of three (3) working days **without** giving a satisfactory reason to the Board.
- (d) fails to return to work after a lay-off within seven (7) calendar days after being informed by registered mail to do so unless such employee gives satisfactory reasons **for** such failure. It shall be the responsibility of employees to keep the Board informed of their current address.
- (e) is laid off for a period longer than two (2) years. The initial date of any lay-off period for a seniority employee shall be the **most** recent date **immediately** following employment by the Board, where such employment consists of a minimum of twenty continuous working days.
- (f) fails to report for work upon **termination** of a leave of absence, vacation or suspension unless such employee gives satisfactory reasons for such failure.
- (g) is absent from work because of sickness **or** accident for a period of time longer than one (1) year, unless such employee has applied for and has been granted a leave of absence by the Board in accordance with provisions of Article XIV of this Agreement.

6.04 An employee who is absent from work because of sickness or accident for more than five (5) working days shall, immediately following the expiry of the five (5) working days absence from work because of sickness **or** accident, furnish to the Board a certificate from a personal physician's attendance upon such employee and the probable date upon which the employee will return to work; provided however, that nothing in this paragraph shall preclude the Board from requiring a medical certificate from an employee who is absent ~~from~~ work because of sickness or accident.

- 6.05**
- (a) A lay-off **shall** be defined as a reduction in the work force. Employees shall be laid off in reverse order of seniority.
 - (b) A seniority employee whose weekly hours have been reduced may displace the least senior employee in an equivalent position,
 - (c) An employee who is to be laid off shall have the right to displace the employee with the lowest seniority for which the employee is able to perform satisfactorily the work to be done.
 - (d) Employees shall be recalled to work on the basis of seniority, and new employees shall not be hired until those laid off have been given an opportunity of recall.
 - (e) Unless legislation is more favourable to the employee, the Board shall notify employees who are to be **laid-off** thirty (30) working days prior to the effective date of the lay-off.
 - (f) Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

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- (g) Where **it** is decided to **fill** a temporary vacancy, seniority employees on lay-off will be used to **fill** such vacancies at the regular hourly rate of pay. **When** a seniority employee on lay-off replaces an absent employee for a continuous period of at least one month, employee benefits held by the laid-off employee will then be paid by the Board in the amounts determined by Article 16.01.

6.06 Seniority

The selection **or** appointment of employees for supervisory positions or for any position not subject to this Agreement is not governed by this Agreement. However, when an employee who had previously been transferred to such position which was not subject to this Agreement desires to **re-**turn to a position which is governed by this Agreement, the following procedure shall apply:

- (a) Such employee may apply for any job posting as set out in Article IX and subject to the requirements of Article 9.03, or may instead displace the least senior employee in an equivalent position. Either option must be exercised within six (6) months from the date of the appointment to a position not subject to this Agreement.
- (b) Upon the expiration of six (6) months from the date of such appointment the employee shall cease to have seniority rights **with-**in this bargaining unit.

ARTICLE VII - GRIEVANCE PROCEDURE

- 7.01** (a) **It** is the mutual desire of the Board and the Union that all complaints and grievances shall **be** adjusted as quickly as possible.
- (b) All meetings at which grievances are processed shall be held in **camera**.
- (c) Employees **who** are covered by this Agreement shall process their complaints and grievances in the manner hereinafter laid down in this Article and in Article VIII of this Agreement.
- (d) A grievance under this Agreement shall be defined as any difference or dispute between the Board and any employee of the Board employed within the bargaining unit described in Article 2.01 of this Agreement relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- (e) **When**, as hereinafter required in this Article, a grievance is to be submitted in writing, such grievance shall be in writing on a form to be supplied by the Union and such written grievance shall contain a concise statement of the matter complained of and the redress sought and shall be signed by the employee submitting the grievance and **his/her** Steward **or** by the Chairman of the Grievance **Committee** as the case may be.
- (f) **Any** time limit referred to in this Article and/or in Article VIII of this Agreement within which any procedure is required to be taken **or** within which any decision is required to be delivered or

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within which any notice is required to be given shall be calculated exclusive of Saturdays, Sundays and Paid Holidays as defined in this Agreement.

- (g) Grievances must be initiated within seven (7) working days of when the employee became aware or should reasonably have become aware of the incident which led up to the grievance, but not thereafter.

7.02 An employee having a complaint shall firstly take the matter up informally with the Supervisor of Plant Operations or his designate within five (5) working days from the time when the cause of the complaint occurred. The employee may be accompanied by his Steward or a designate. If the complaint is not satisfactorily resolved by the Supervisor of Plant Operations or his designate, the **complaint** may then be put in **writing** and taken up as a grievance in the following manner.

Step 1 - The employee concerned, who may be assisted by his Steward or a designate, shall submit the grievance in writing to the Supervisor of Plant Operations or his designate, within five (5) working days after the date in which he met informally with the Supervisor of Plant Operations or his designate. The Supervisor of Plant Operations or his designate shall deliver his decision in writing to the employee concerned, with a copy to the Steward, within five (5) working days after the date in which he received the **employee's** written grievance.

Step 2 : If the written decision of the Supervisor of Plant Operations or his designate is not satisfactory to the employee concerned, the employee concerned may appeal the written decision of the Supervisor of Plant Operations to the Superintendent of Business or his designate by lodging an appeal in writing within five (5) working days after the date on which the employee concerned received the written decision of the Supervisor of Plant Operations.

The Superintendent of Business or his designate shall convene a meeting with the Grievance Committee, the employee concerned, and the Supervisor of Plant Operations within five (5) working days after the date on which the Superintendent of Business received the written appeal. The purpose of this meeting shall be to discuss and consider the grievance. The Superintendent of Business or his designate shall deliver his decision in writing to the Chairman of the Grievance **Committee** within five (5) working days after the date of the meeting.

Step 3 - If the written decision of the Superintendent of Business or his designate is not satisfactory to the Grievance **Committee**, the Chairman of the Grievance **Committee** shall request a meeting with the Director of Education who shall provide a written decision to the Chairman of the Grievance **Committee** within five (5) working days of said meeting.

Step 4 - If the written decision of the Director of Education is not satisfactory to the Grievance **Committee**, an appeal to the appropriate Committee of the **Board** may be lodged in **writing** with the Secretary of the Board within five (5) working days after the date on which the Chairman of the Grievance **Committee** received

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the written decision of the Director of Education, The appeal shall be placed upon the agenda for consideration by the Board **Committee** at a time mutually agreed upon by the Parties concerned. The employee concerned shall have the right to appear before the Board Committee along with two (2) representatives of Local 1243 and a representative of the Canadian Union of Public Employees. The decision of the Board committee shall be provided in writing by the Secretary of the Board to the Chairman of the Grievance Committee not later than five (5) working days after the date of the meeting.

- 7.03** *If* the decision of the Board **Committee** in Step 4 above is not satisfactory to the Grievance Committee and provided the complaint and grievance have been processed in the manner laid down in Article 7.02 above (including Steps 1, 2, 3, and 4) within the time limits prescribed, the grievance may be taken to Arbitration in accordance with Article VIII of this Agreement.
- 7.04** In the case of a grievance alleging **improper** discharge of any employee employed within the bargaining unit described in Article 2.01 of this Agreement, the grievance procedure shall commence at Step 2.
- 7.05** Within the terms of the Agreement, a Policy Grievance shall be limited to one defined as a difference of opinion between the parties as to the interpretation or administration of this Agreement, and where the matter brought forward is considered to affect a group of employees of the Union. A policy grievance shall commence at Step 2 of the grievance procedure.
- 7.06** It is understood and agreed that a Steward or Committeeman has regular duties **as an** employee to perform. A Steward or **Committeeman shall**, however, after arrangement with the Supervisor of Plant Operations or in his absence his delegate, or in the absence of both the Supervisor of Plant Operations and his delegate, the Superintendent of Business, be permitted during his working hours without **loss** of time or pay, to leave regular duties for a reasonable length of time in order to perform any of the duties required to be performed by a Steward **or Committeeman** under the terms of this Agreement.
- 7.07** The employer shall notify an employee in writing of any formal expression of complaint or dissatisfaction, concerning **his/her** work, which may be used as a record to discipline an employee. Such notice shall include the particulars which led to the complaint or dissatisfaction, The employer shall send copies of the notification to the Secretary and **President** of C.U.P.E. #1243.

The employee's **reply** to such notification shall become part of the record.

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 twelve (12) months prior to the current infractions and provided that the said employee has an unblemished record for the twelve (12) months immediately prior to the date of the current infraction.

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ARTICLE VIII - ARBITRATION

- 8.01 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any questions 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 duly exhausting the Grievance Procedures established by the Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to the Arbitration Board within seven (7) working days.
- 8.02 The recipient of the notice shall, within seven (7) working days, inform the other Party of the name of its appointee to the Arbitration Board.
- 8.03 The two appointees so selected shall proceed to appoint a third person who shall be the Chairman.
- 8.04 If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within thirty (30) calendar days, the appointment shall be made by the Minister of Labour of Ontario upon request of either Party.
- 8.05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs.
- 8.06 Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairman.
- 8.07 The Arbitration Board shall have the authority to vary any penalty imposed on any employee.
- 8.08 By mutual agreement, a single arbitrator may be named.
- 8.09 Any time limits mentioned in the grievance and arbitration procedures may be extended by mutual agreement between the parties and by notification and confirmation in writing.

ARTICLE IX - JOB POSTINGS

- 9.01 (a) When a seniority vacancy caused by death, retirement, resignation or separation from employment, promotion or demotion occurs in any occupation within the bargaining unit described in Article 2.01 of this Agreement, the Board shall, if it determines to fill such vacancy, post it for five (5) working days, thirty (30) working days in advance of retirement, conditional upon advance notification being received, on all bulleting boards setting forth the duties of the position, the school or other building involved, the rate of pay, the shift to be worked and the qualifications therefor.
- (b) Any seniority employee may apply for such position in writing on a form provided by the Board within five (5) working days by registered mail.

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- (c) The job left vacant by the successful applicant for the initial posting and the job left vacant by the successful applicant who filled the second (2nd) posting shall be posted in a like manner, but no subsequent posting beyond the maximum three (3) postings shall be required.
- (d) Employees requesting a transfer to a particular school outside the job posting procedure noted herein shall make application on the prescribed form in advance of a vacancy occurring in such school.
- (e) The selection of a candidate to fill such vacancy shall be made in accordance with Article 9.03. An employee who is a successful applicant for a vacancy shall not be entitled to apply for any other vacancy for a period of two (2) months.

- 9.02
- (a) When the Board determines that it will increase the number of seniority employees in any occupation within the bargaining unit described in Article 2.01 of this Agreement or when a new position is created by the opening of a new building coming under the Board's jurisdiction, the employer shall arrange a meeting with the Union to discuss the duties of the position, the school or other buildings involved, the rate of pay, the shift to be worked and the qualification required. The job description for any such new position shall be arrived at by mutual agreement.
 - (b) The Board shall post notice of such increase of such new position for five (5) working days, on all employee bulleting boards, setting forth the duties of the position, the school or other building involved, the rate of pay, the shift to be worked and the qualifications therefor.

Any seniority employee may apply for such position in a manner set out under Article 9.01(b)(c)(d)(e).

- 9.03
- The Board shall consider the following two factors in determining which employee is to be selected:
- (a) Relative seniority of the applicants, and
 - (b) The requirements of the operation and the ability of the applicant to do the job.

When, in the judgment of the Board, which shall not be exercised in an unfair manner, factor (b) is relatively equal as between two or more applicants, seniority shall govern. If none of its existing employees is qualified to fill a vacancy, the Board may engage an employee from any other source.

- 9.04
- All applicants shall be notified in writing of the selection by the Board.

- 9.05
- The Union shall be notified of all hirings, appointments, promotions, transfers, lay-offs, and terminations of employment affecting the bargaining unit. Upon request of the Union, the Superintendent of Business shall advise the Union of the reason for an unsuccessful application for promotion when a person with seniority does not receive the position.

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Notices of hirings, lay-offs, and terminations will be made monthly or as required and a copy will be supplied to the Treasurer as well as to the Secretary.

ARTICLE X - HOURS OF WORK

- 10.01 (a) Except with respect to part-time employees, the normal work week shall consist of five (5) days per week, Monday through Friday, inclusive. Regular shifts shall consist of eight (8) hours of work, with one-half (1/2) hour for lunch, without pay, as follows:
- 6:00 am. to 2:30 p.m.
 - 7:00 am. to 3:30 p.m.
 - 3:30 p.m. to 12:00 midnight
 - 11:00 a.m. to 7:30 p.m.
- (b) During the last three (3) weeks of July and the first three (3) weeks of August in each year, a "Summer Schedule" will be implemented with the hours of work as follows:
- 7:00 a.m. to 4:30 p.m. on Monday through Thursday,
 - 7:00 am. to 11:00 am. on Friday,
- except that one (1) caretaker in each secondary school shall be on duty from
- 12:30 p.m. to 4:30 p.m. on Monday,
 - 7:00 am. to 4:30 p.m. on Tuesday through Friday,
- (c) Employees working in secondary schools may be allowed to work on the day shift in June commencing on the Monday following examinations.
- 10.02 Work shifts other than the regular shifts set forth in Article 10.01 above are not to be established without discussion and mutual agreement at a meeting of the Labour-Management Co-operation Committee.
- 10.03 Break Period - A rest period of fifteen (15) minutes in each half of a shift shall be allowed at a time agreeable to the Supervisor of Plant Operations.
- 10.04 (a) No employee in the bargaining unit will be required to do any trade work such as electrical, carpentry, plastering, brick laying, or plumbing unless such work is of the nature of an emergency repair or does not reasonably require a journeyman mechanic.
- (b) Employees assigned to painting and/or varnishing shall be limited in the total and site of such project to the past practice which has prevailed in the Board. Disagreements over such assignments will be referred to the Labour-Management Co-operation Committee.
- (c) Students may be employed during the period May 15 to October 15 of each year only, and assigned to cutting the grass, tending the grounds, flower beds, and shrubs.

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- (d) Students of Western Secondary School may be employed as a part of their work experience program during normal school hours, during one work period in the fall term and one work period in the spring term, under the guidance of a caretaker.

ARTICLE XI - RATES OF PAY, PREMIUM PAY AND OVERTIME PAY

11.01 Regular rates of pay and job classifications shall be set forth in Schedule "A".

11.02 Premium Pay

- (a) If an employee is required by the Board to work on any of the holidays set out in Article XII of this Agreement, all such time actually worked will be paid for at two times his/her regular hourly rate, calculated to the nearest fifteen (15) minutes, in addition to his holiday pay.
- (b) If an employee is required by the Board to work on a Saturday, all such time actually worked will be paid for at one and one-half times his/her regular hourly rate, calculated to the nearest fifteen (15) minutes.
- (c) If an employee is required by the Board to work on a Sunday, all such time actually worked will be paid for at two times his/her regular hourly rate, calculated to the nearest fifteen (15) minutes.
- (d) An employee who receives premium pay for work performed in accordance with sub-paragraphs (a), (b) or (c) above shall not be entitled to and shall not be paid shift premium as provided in Schedule "A".
- (e) All work to be performed on any of the holidays set out in Article XII of this Agreement or on a Saturday or on a Sunday shall be authorized in advance as set out in Article 11.03(c) by the Supervisor of Plant Operations or his nominee.
- (f) Normal overtime for purposes other than emergency work shall be shared among employees who normally perform such work on a regular basis.
- (g) When overtime is required past midnight, two men shall be retained. In such an event, the overtime will be reduced accordingly.
- (h) In lieu of pay for any overtime which may be assigned, an employee may request, in writing, equivalent time off at the appropriate overtime rate. The written request shall be received by the Supervisor of Plant Operations on or before September 1 of the preceding year. The request must specify the number of full working days desired. Accumulation of days, to a maximum of five working days, will be recorded during the period from September 1 to April 15 of each year. Such days, adjusted for overtime, may be used as equivalent time off during the period July 2 to August 31, inclusive, or during the Christmas or March Break.

11.03 (a) Overtime Pay

All authorized hours worked by an employee in excess of eight (8) hours in one day or forty (40) hours in one week, but not both, shall be paid for at one and one-half times his regular hourly rate, calculated to the nearest fifteen (15) minutes. An employee who works overtime shall not be entitled to and shall not be paid shift premium as provided in Schedule "A".

(b) Meal Time Allowance

An employee shall be allowed time to eat before commencing overtime work if such overtime is continuous with the regular shift; and shall be allowed similar time for each four (4) hours of overtime. Each meal period shall provide as well an allowance of \$4.00.

(c) It is understood that overtime may be required in order to properly fulfill the functions of the Board. When such overtime is required, it shall be the obligation of the employee to provide such coverage.

Overtime shall be allocated as follows:

(i) On a weekly record Monday through Friday, with the overtime worked in the school(s) where the employees is regularly employed, shared as equitably as possible on a seniority basis. Refusal of weekly overtime by employees on less than twenty-four (24) hours' notice shall not be recorded.

(ii) On a second record for overtime worked on Saturdays, Sundays, and paid holidays by the employees in the region, shared as equitably as possible on a seniority basis. The Board will provide at least forty-eight (48) hours' notice in advance, except in case of emergency.

(iii) When an employee accepts scheduled overtime and subsequently does not carry out the overtime work, such overtime scheduled is to be deducted from his record.

11.04 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.

11.05 There shall be no pyramiding of premium pay and overtime pay.

11.06 Where reasonably possible and except in cases of emergency, employees shall not be required to work in any operation other than during the regular shifts as set out in Article X of this Agreement or on any of the holidays set out in Article XII of this Agreement or on a Saturday or on a Sunday while there are employees on lay-off in the same or similar type of operation and qualified to perform the available work.

11.07 (a) Any new employee's right to overtime shall be calculated as equal to that of the lowest employee's overtime on the overtime list.

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(b) All overtime shall be authorized by the Supervisor of Plant Operations or his nominee.

11.08 Minimum Call-Back Time

Every employee who is called out by the Supervisor of Plant Operations or the Area Supervisor and required to work in any emergency outside the regular shifts as set out in Article X of this Agreement shall be paid for a minimum of four (4) hours at the appropriate premium rate.

ARTICLE XII - PAID HOLIDAYS

12.01 The following will be recognized as paid holidays to be paid for at the regular hourly rate:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve Day
Queen's Birthday	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	New Year's Eve Day
Labour Day	

or days observed in lieu of such holiday and any other day proclaimed as a holiday by the Board, by the Government of Canada or by the Government of the Province of Ontario. For Remembrance Day, employees shall be given an extra day in lieu of during the Christmas-New Year's holiday.

In a year when the Christmas Eve Day to New Year's Day holiday schedule leaves one work day during the period, that day will be designated by the Board as a paid holiday.

12.02 When any of the said holidays falls on a Saturday or Sunday, the Board shall have the choice of granting an alternative day off with pay at the regular hourly rate, or an additional day's pay at the regular hourly rate.

12.03 To qualify for entitlement for holiday pay under this Article, an employee must work the last scheduled working day before and the first scheduled working day after the holiday, and work on the holiday if scheduled to work. An employee shall not lose his holiday pay if he is absent from work on such days and such absence is excused by the Board.

ARTICLE XIII - VACATIONS

13.01 Every full-time seniority employee shall be granted an annual vacation according to the following schedule:

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Full-time Continuous Service

Vacation Entitlement

- | | | |
|-----|------------------------------------|--------------------------|
| (a) | Less than one (1) year | Pro rata of (b) below |
| (b) | After one (1) year of service | Two (2) weeks with pay |
| (c) | After two (2) years of service | Three (3) weeks with pay |
| (d) | After eight (8) years of service | Four (4) weeks with pay |
| (e) | After twelve (12) years of service | Five (5) weeks with pay |
| (f) | After twenty (20) years of service | Six (6) weeks with pay |

- 13.02 Any employee's vacation shall be taken in the year in which it is earned and shall not be carried forward to the following year except with the Board's consent, which consent shall not be unreasonably withheld.
- 13.03 If any of the holidays in Article XII is observed during an employee's vacation, he/she shall be granted one additional day of vacation with pay for each holiday, or be paid for each holiday.
- 13.04 When preparing the annual vacation schedule the Board shall, subject to the right to maintain a qualified working force, give the choice of vacation dates to employees with the greatest seniority. Each employee entitled to a vacation shall, prior to the 15th day of April in each year, advise the Board in writing, on a form to be supplied by the Board of his first and second preferences for vacation dates. The annual vacation schedule shall be posted on May 1st in each year. When the annual vacation schedule is posted, there will be no change in any part of the employees' vacation dates without agreement between the Board and the employee concerned.
- 13.05 As used in this Article the word "year" means the period commencing on the 1st day of July and ending on the 30th day of June, next following.

13.06 Vacation Pay on Retirement

An employee who retires prior to January 1 of any year shall be entitled to one-half of the vacation or vacation pay which would have been earned if the employee had continued in the employ of the Board to the end of the vacation year.

An employee who retires subsequent to December 31 of any year shall be entitled to the vacation or vacation pay which would have been earned if the employee had continued in the employ of the Board to the end of the vacation year.

On the death of an employee, the employee's beneficiary shall be entitled to vacation pay as calculated above.

13.07 Illness or Injury During Vacation

It is agreed that if it becomes necessary for an employee to be confined to hospital 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

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disability for which such employee would be entitled to Workers' Compensation, the time spent in hospital 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 Manager of Personnel.

ARTICLE XIV - LEAVES OF ABSENCE

14.01 Except as provided in this Article, whenever an employee applies **for** leave of absence, the application shall be in writing. Any such leave of absence granted by the Board shall be in writing and shall set out the length of leave of absence granted and shall state whether **it** is with or without pay and shall state the purpose of the leave and the terms, **if** any, on which **it** is granted (which term shall not conflict with **any** provision of this Agreement); provided that the Board may grant casual time off to an employee without the necessity of writing.

14.02 An employee who obtains any leave of absence for one purpose and uses **it** for another will be subject to discipline or discharge, depending upon the nature of the case.

14.03 (a) The Board **may** grant leave of absence without pay to an employee for good and sufficient reason, **if**, in the opinion of the Board, the employee's absence will not conflict with its efficient operation.

(b) An employee who has qualified for benefits under the Long Term Disability Plan **may** make application to relinquish his position, while at the same time retaining inactive employee status with the Board.

The employee may continue **employee** benefit coverage upon prepayment of the full premium costs. The employee shall **not** continue to **accumulate** seniority **while receiving** Long Term Disability Benefits. Upon receipt of a medical certification of fitness qualifying the employee to return to work, the employee **may** apply for any posted position, or in the event that no such posting occurs within 30 working days of such eligibility to return to work, the employee **may** displace the least senior employee in an equivalent position.

For the first two years, while receiving Long Term Disability benefits, the employee will continue to accumulate seniority, on the understanding that seniority obtained during this time period shall be considered valid only **for** purposes of lay-off, recall and application for **job postings**, and for no other reason.

14.04 (a) An employee selected for a full-time position with the Union or any organization with which the Union is affiliated will be granted leave of absence without pay or other benefits provided by this Agreement for a period of one (1) year. Such employee shall not continue to accumulate seniority during such leave. Such leave **may** be renewed for a further one (1) year period provided application in writing is made to the Board for their consideration no less than two (2) months prior to the expiry of the original leave.

(b) An employee elected to public office will be granted leave of **ab-**sence without pay or benefits provided by this Agreement for a period of one (1) year or for the normal term of such elected office. Such employee shall continue to accumulate seniority for

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the term of such leave. Such leave shall be renewed for a further one (1) year period or for the normal term of such elected office with a maximum of two such renewals, provided application in writing is made to the Board no less than two (2) months prior to the effective date of each renewal, but such employee shall not continue to accumulate seniority during such renewals.

14.05 Jury Duty

An employee required to serve as a juror, or summoned as a witness but not a party to the action, shall be granted leave of absence without loss of seniority for the period required by the Court. The employee shall pay to the Board the fees (but not the expenses) received for time served, and the Board will pay the employee's regular pay.

14.06 Leave of Absence for Union Functions

An employee may be granted leave of absence without pay and without loss of seniority if his/her completed application therefor 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. Leave of absence without pay and without loss of seniority shall be granted to not more than three (3) employees elected or appointed to represent the Union at Union functions or seminars.

Such leave shall not exceed a total of fifteen (15) man days in any one calendar year. The said number of man days has been arrived at by the Parties on the basis, as of the date of this Agreement, that there are one hundred (100) in the bargaining unit. The number of man days will be increased at the rate of one additional man day per year for every increase of ten (10) additional employees in the bargaining unit and the amount of increase, if any, will be adjusted as of the 1st day of January in each year. The number of man days shall similarly be reduced and adjusted for every decrease of ten (10) employees.

Employees on Union leave of absence shall continue to receive full pay during such leave and the Board shall invoice the Treasurer of C.U.P.E. 1243 for such wages.

14.07 An employee will be entitled to leave of absence with pay for the purpose of writing an exam involving courses of instruction provided any such course has previously been approved and recognized by the Board for the purpose of improving his/her qualifications in the Board's service.

(a) Bereavement Leave

An employee shall be granted up to three (3) days leave without loss of salary or wages to attend the funeral of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparents and grandchildren. An employee shall be granted one (1) day's leave without loss of salary or wages to attend the funeral of a relative not mentioned above, or a friend, or to act as a pallbearer. It shall be incumbent upon the employee to notify the Supervisor of Plant Operations or his delegate prior to such leave.

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(b) Compassionate Leave

An employee may be granted up to five (5) days' Compassionate Leave per year without loss of salary or wages, subject to the approval of the Supervisor of Plant Operations or his delegate. It shall be incumbent upon the employee to notify the Supervisor of Plant Operations or his delegate prior to such leave.

14.08 (a) Pregnancy Leave

Pregnancy Leave shall be according to the Employment Standards Act. The employer is not required to pay wages or benefits to an employee while she is on pregnancy leave. Notwithstanding the Employment Standards Act, this benefit applies to seniority employees.

(b) Paternity/Adoption Leave

For absence occasioned by the birth or adoption of a son or daughter, the Board shall grant, upon request, a day's leave of absence without loss of salary.

14.09 When an employee is granted a leave of absence from duty without pay, the Board shall replace the absent employee with a "Temporary" employee during the period he is absent after the third consecutive day of absence.

ARTICLE XV - SAFETY

15.01 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.

15.02 In the event that an employee suffers an accident in the course of performing his/her duties as an employee of the Board and it is necessary that he be taken to a hospital by ambulance, the Board shall reimburse such employee for the cost of such ambulance where such cost is not otherwise recoverable by such employee.

ARTICLE XVI - GENERAL BENEFIT PROGRAM

16.01 Employee Benefits will be administered by Tri-Care Services, under the following conditions:

(a) Ontario Health Insurance Plan

The Board will pay one hundred percent (100%) of the cost of this Plan on behalf of all participating employees.

(b) Group Life Insurance

The Board shall provide a life insurance program for each employee in the bargaining unit in an amount of forty thousand dollars (\$40,000.) of life insurance. The Board will pay one hundred percent (100%) of the premium payable under the said policy, or, under such other policy as may be issued in replacement or in substitution of the said policy.

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(c) Drug Plan

\$1.00 deductible, including Oral contraceptives and generic drugs. The **Board** will pay one hundred percent (100%) of the cost of this Plan on behalf of all participating employees.

(d) Dental Plan

Basic restorative services, dentures and orthodontics. The Board will pay one hundred percent (100%) of the cost of this Plan on behalf of all participating employees. The maximum **orthodontal** payment will be increased to **\$1,000.00**.

(e) Long Term Disability Plan

The Board will pay fifty (50%) of the premium for the Long Term Disability Plan as in effect during the **1980** calendar year, and membership in the Plan shall continue to be mandatory,

(f) Vision Care

The Board will pay seventy-five percent (75%) of the cost of **pre-**miums for a Vision Care Plan which contains a **\$100.** limit every two years.

16.02 Participation for employees in the Plans set forth in **sub-paragraphs 16.01 (a), (b), (c), (d), (e), and (f)** above shall be compulsory to the extent that there is no unnecessary duplication of coverage.

16.03 Participation in the Plans set forth in sub-paragraphs **16.01 (a), (b), (c), (d) and (f)** shall begin at the commencement of probation for **pro-**batory employees.

ARTICLE XVII - PENSION

17.01 All employees will contribute to the Canada Pension Plan. The Board shall **comply** with all requirements of the Canada Pension Plan.

17.02 All seniority employees shall, **if** eligible, contribute to the Ontario Municipal Employees' Retirement **System** Pension Plan as a condition of **employment.**

17.03 The Board shall contribute to the Ontario Municipal Employees' Retirement System Pension Plan such employer contributions as are required by the Ontario Municipal **Employees'** Retirement System Act, as amended from time to **time,** for each seniority employee contributing to the said Pension Plan.

17.04 An employee shall **retire** upon attaining the age of **sixty-five** (65) years. The Board may, however, in its sole discretion, continue to employ an employee **who** has attained the age of **sixty-five (65)** years.

ARTICLE XVIII - CLOTHING ALLOWANCE

18.01 All employees in the bargaining unit **will** be required to wear, at all times when on duty, **uniforms** consisting of shirts and trousers for **men** and uniform dresses or pant suits for women. Uniforms will at **all times**

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remain the property of the Board and will be worn only in connection with an employee's employment with the Board. Employees are expected to maintain their uniforms in a neat and clean condition. Reasonable care shall be given to these uniforms. Uniforms bearing a Union label and of Canadian manufacture shall be given preference. The Board shall issue to each new male employee three (3) pairs of trousers and four (4) shirts and the Board shall issue to each new female employee three (3) uniform dresses or pant suits. In the event that any uniform issued subsequently becomes damaged or worn out in the course of employment and through no fault or neglect of the employee, the Board shall replace any such damaged or worn out uniform if:

- (i) the Board is satisfied that the uniform does in fact require replacement; and
- (ii) the Board is satisfied that the uniform became damaged or worn out in the course of employment and through no fault or neglect of the employee.

ARTICLE XIX - BULLETIN BOARDS

19.01 The Union shall have the right to post notices of interest to its members in the boiler rooms or caretakers' rooms of the schools, provided, however, that such notices shall pertain only to recreation or social activities, notices of Union meetings, or notices of the results of Union elections, provided further that no notices shall be posted or distributed on school premises containing advertising or political matters or other matters without the approval in writing of the Director of Education having first been obtained.

ARTICLE XX - ACCUMULATIVE SICK LEAVE

- 20.01 All seniority employees shall be entitled to two (2) days sick leave per each month of employment with a yearly accumulation of one hundred percent (100%) of a seniority employee's unused portion to a maximum of one (1) year of twenty-four (24) days.
- 20.02 The unused sick leave shall be cumulative at the rate of one hundred percent (100%) for each unused day in any calendar year to a maximum of two hundred and sixty (260) days, and a record of same shall be kept by the Board for the purposes of a retirement fund. Immediately after the close of each calendar year, the Board shall provide a copy of the Board's record of cumulative sick leave for the Caretaking Staff to the Supervisor of Plant Operations who will have each Caretaker verify that the cumulative sick leave is correct.
- 20.03 When a seniority employee is entitled to retirement by the Board, or has completed ten (10) years of continuous service with the Board and his employment terminates, a gratuity shall be payable based upon half of the number of sick leave days standing to the credit of such employee at the salary or wages in effect at the time, in any event, the gratuity is not to be in excess of the amount of one-half year's current earnings.

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- 20.04 In the event of death of an employee while in the service of the Board, the value of his/her net credits not exceeding six (6) months calculated at his/her regular rate of pay (excluding overtime pay, premium pay and shift premium) at the time of death shall be paid to his legal beneficiary and/or his Estate.
- 20.05 It shall be the responsibility of employees or their delegates to notify their Area Supervisor or delegate prior to the starting time of a shift upon which such employee is unable to attend at the proper time.
- 20.06 When an employee notifies the Board that his/her absence from work due to illness is to be of more than three (3) days' duration, the Board shall replace the absent employee with a "Temporary" employee during the period he/she is absent after the third consecutive day of illness.

ARTICLE XXI - SUPPLEMENTATION OF WORKMEN'S COMPENSATION BENEFIT

- 21.01 In the event that an employee covered by this Agreement suffers an injury in the course of performing his/her duties as an employee of the Board and the injury is covered by the Workmen's Compensation Act, the injured employee will receive supplemental benefits from the Board at 25% of the employee's regular straight time rate calculated upon his/her normal weekly work schedule for the time the employee is on compensation for such a compensable accident. The amount of the said supplemental benefits shall be equal to the difference between the monies received by the employee from the Workmen's Compensation Board and the employee's regular straight time rate calculated upon his/her normal weekly work schedule or 25% of the employee's regular straight time rate calculated upon his/her normal weekly work schedule, whichever is the lesser. The supplemental benefits will be deducted from the employee's sick pay allowance only as long as the employee's credit allowance lasts and thereafter the employee shall receive no further supplemental benefits.

ARTICLE XXII - STRIKES AND LOCK-OUTS

- 22.01 The Union will not cause or permit the 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 contract nor shall the Board cause or sanction a lock-out during the term of this Agreement.

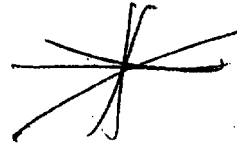
Failure to cross a picket line established by other employees of the Board, when such employees are in a strike or lock-out position, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action other than loss of pay for the period involved.

ARTICLE XXIII - CONTRACTING OUT

- 23.01 No caretaker will be terminated or suffer any reduction in hours of work as a result of contracting out caretaking work.

ARTICLE XXIV - PRORATION - PART-TIME EMPLOYEES

- 24.01 The benefits provided in Articles VI, XII, XIII, XVI, and XX of this Agreement shall be prorated for part-time employees in the same ratio that the number of hours worked by a part-time employee per week is to forty (40) hours.



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ARTICLE XXV - CORRESPONDENCE

25.01 (a) Subject to the provisions hereinbefore contained in connection with grievance procedure, additional correspondence between the Parties arising out of this Agreement shall be to and from the Supervisor of Plant Operations and/or Superintendent of Business and the Secretary and the President of the Union.

Correspondence which is directed to the Essex County Board of Education should be forwarded to the Director of Education.

(b) A copy of the Board minutes shall be mailed to the Secretary of the Union.

ARTICLE XXVI - GENERAL

26.01 Wherever the singular and the masculine are used throughout this Agreement the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto require.

ARTICLE XXVII - TERM OF AGREEMENT

27.01 This Agreement shall be binding and remain in effect from 1987 01 01 to ~~1988 12 31, and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing within a period of three (3) months prior to 1988 12 31.~~

27.02 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 negotiation in good faith and make every reasonable effort to consummate a revised or new Agreement.

27.03 However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

27.04 Both Parties shall adhere to the terms of this Agreement during the period of bona fide collective bargaining.

27.05 The cost of printing this Agreement shall be shared equally by the Board and the Union.

ARTICLE XXVIII - TECHNOLOGICAL CHANGE

28.01 (a) In the event of a lay-off, or proposed lay-off of employees resulting from an innovative change in the technology utilized by the Board, the employer shall, upon the request of the Union, meet to consider alternative employment opportunities and the training required to prepare eligible employees for such opportunities.

If no immediate employment opportunities are available, the Board will request Federal and Provincial Manpower Departments to assist the employee in such training programs as will qualify him/her for appropriate employment opportunities.

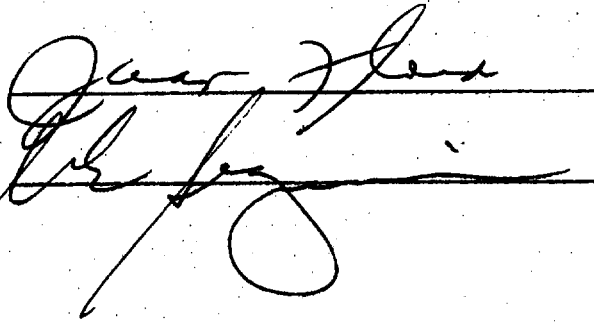
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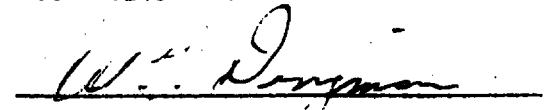
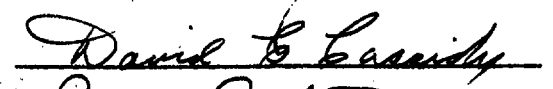


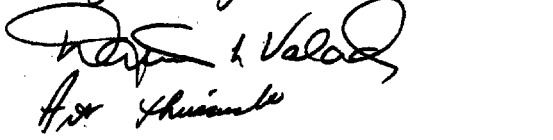
- (b) A seniority employee whose position becomes redundant shall be given the opportunity to fill any vacancy in the bargaining unit, and if no vacancy exists, to displace the junior employee working in the bargaining unit..

IN WITNESS THEREOF the parties have signed this Agreement this 15th day of April, 1987.

THE ESSEX COUNTY BOARD OF EDUCATION PER:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1243 PER:



SCHEDULE "A"

WAGES AND JOB CLASSIFICATIONS

	REGULAR		HOURLY		RATES	EFFECTIVE	
	1987 01 01	to	1988 01 01	to		1988 09 01	to
	1987 12 31	1987 12 31	1988 08 31	1988 08 31		1988 12 31	1988 12 31
Caretaker & Truck Driver	\$11.70		\$12.25			\$12.60	
Cleaner	\$ 9.63		\$10.08			\$10.37	
Temporary Caretaker	\$10.93		\$11.40			\$11.82	

PROBATIONARY

The regular hourly rate for probationary employees shall be twenty-five cents (25¢) per hour less than the regular hourly rates set forth above.

SHIFT PREMIUM

The Board will pay a premium of twenty-five cents (25¢) per hour for all hours of work after 3:30 p.m. in any day. As of 1988 09 01, the shift premium will be twenty-eight cents (28¢) per hour.

SALARY PAYMENTS

The wages of all personnel shall be paid every two (2) weeks.

MILEAGE ALLOWANCE

A Caretaker who is required by the Board to use his/her automobile in the performance of his duties shall be entitled to a mileage allowance in accordance with the Policy of the Board relative to all employees.

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SCHEDULE "B"

The Parties to this Agreement concur that, despite the wording of Article 4.01, the Union Dues shall be deducted ~~from~~ Probationary and/or Temporary Employees prior to their attaining seniority subject to the following:

- (a) Such Union Dues deduction shall occur in the first pay period of such **employee** which occurs in a normal Union Dues deduction period and shall continue during the probationary period;
- (b) The deduction of Union Dues during probation does not make **such** employee eligible for any provision of this Agreement to which **he/she would not** have been entitled had **he/she** been a probationary employee in 1978;
- (c) **Specifically**, the **probationary** employee cannot grieve a discharge occurring during probation nor can the Union grieve such on **his/her** behalf.

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