

**COLLECTIVE
AGREEMENT**

BETWEEN

**The Greater Essex County District School Board
(hereinafter called the "Board")**

and

**The Canadian Union Of Public Employees
and its
Local 27
(hereinafter called the "Union")**

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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.

Therefore, the parties agree as follows:

ARTICLE 2 - SCOPE

2.01 The Board recognizes the Canadian Union of Public Employees and its Local 27 as the sole and exclusive bargaining agent authorized to represent all employees of the Greater Essex County District School Board (the "Board") employed in custodial, building maintenance, preventive maintenance, and any new or former bargaining unit position, save and except supervisor, person above the rank of supervisor and employees employed by the Board in other bargaining units. For the purpose of clarity, employees employed by the Board in other bargaining units currently include, but are not limited to; employees employed as an electrician, carpenter, plumber and/or painter, bricklayer and labourer.

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ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 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.
- 3.02 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 4 - NO DISCRIMINATION

- 4.01 (a) 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.
- (b) 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,

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sexual orientation, marital status, physical disability, nor by the reason of membership or activity in the Union

- (c) 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, sexual orientation, marital status, physical disability, nor by the reason of membership or non-membership or activity in the Union.
- (d) 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.

ARTICLE 5 - UNION RECOGNITION AND
DEDUCTION AND REMITTANCE 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 word "permanent" refers to full-time or part-time employees who have passed their probationary period.
- 5.03 (a) The term "probationary employee" when used in this Agreement refers to personnel employed by the Board within the bargaining unit described in Article 5.01 who have not acquired seniority as defined in this Agreement.

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- 5.04 (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.
- 5.05 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 within one week following 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.
- 5.06 (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 Article 5.05 of the Agreement.

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- (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.
 - (c) The Board agrees to share with the Union the cost of providing copies of this Agreement.
- 5.07
- (a) The Board guarantees that employees hired on or before June 30, 1993 will not be laid off.
 - (b) The Board agrees to discuss with the Union additions and/or reductions to staff resulting from: (1) additions to existing buildings; (2) construction of new buildings; and (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 work force, the Board will inform the Union and meet with the Union, within a reasonable time, 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.
 - (e) In order to preserve the full-time workforce the Board agrees that part-time positions will be limited to no more than 5% of the active workforce and will consult with the Union before any increase from the current level.

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ARTICLE 6 - UNION REPRESENTATION/LABOUR MANAGEMENT

- 6.01 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.
- 6.02 The Union shall notify the Manager of Employee Relations 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 Manager of Employee Relations will notify the Union of the names of the Board's negotiating committee.
- 6.03 (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 reassigned 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

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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 the Workplace Safety & Insurance Board.
- 6.04
- (a) The Union shall select and the Board shall recognize fifteen (15) stewards. The 15th steward shall be selected at large and shall be known as the Chief Steward.
 - (b) 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 or midnight shift to leave his place of work to further investigate the complaint, he/she must notify their on-call supervisor, prior to leaving and upon returning. If it becomes necessary for the steward working the day shift to leave his place of work to further investigate the complaint, he/she must notify his/her supervisor or manager, prior to leaving and upon returning. 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.

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- (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 Article 6.04(b) above for the area steward.
- 6.05** (a) There shall be a Grievance Committee limited to three (3) employees, to be comprised of:
 - (i) the Chief Steward;
 - (ii) the President; and
 - (iii) the Steward responsible for the grievance.
- (b) Any one member **of** the Grievance Committee may be present in Step 3, Article 10.02 of the grievance procedure.
- 6.06** A Labour-Management Relations Committee shall be established consisting of a maximum of four **(4)** representatives of the Union and 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;

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- (b) increasing operating efficiency by promoting co-operation in effecting economy moves;
- (c) improving service to the public;
- (d) reviewing employees' suggestions and questions concerning working conditions and service;
- (e) promoting education and training of the employees.

6.07 The Labour-Management Relations Committee shall meet once every two **(2)** months (July and August excepted), or more frequently if needed, at such time and place as it is mutually satisfactory to both parties. The meeting 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.

- 6.08**
- (a) In matters relating to finance or business, and at the Union's request, the Superintendent of Business or designate, shall attend the Labour-Management Relations Committee Meeting.
 - (b) In matters relating to employee relations, and at the Union's request, the Manager of Employee Relations or designate, shall attend the Labour-Management Relations Committee Meeting.
- 6.09** 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 expressly provided.

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ARTICLE 7 - CORRESPONDENCE

- 7.01 (a) Subject to the provisions herein official correspondence between the parties arising out of this Agreement shall pass to and from the appropriate official of the Board and the Secretary and the President of the Union.
- (b) The Board shall notify the Union Secretary of all new members of the bargaining unit within ten (10) days of commencement of employment.
- (c) A copy of the Board's minutes shall be mailed to the Secretary of the Union.

ARTICLE 8 - SENIORITY

- 8.01 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.
- 8.02 (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:

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- (1) Custodian (including Couriers)
 - (2) Building Maintenance
(including Electrical/Mechanical & Grounds Mtce.)
 - (3) Preventive Maintenance
- (b) The Board agrees that the current job classifications shall not be deleted, changed or altered without prior consultation with the Union.
- (c) 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.
- 8.03** Employees' names shall appear on the seniority lists for the above classifications in order of their respective appointments to these classifications.
- 8.04** (a) All new employees of the Board shall be on probation for the first six (6) months of continuous active employment and shall have access to all provisions in the Collective Agreement except those provisions from which they are excluded.
- (b) (i) During the first three (3) months of the probation period probationary employees shall not have access to the Grievance and Arbitration procedure for matters of discipline and discharge.
- (ii) During the next stage of probation up to six (6) months, the probationary employee shall have access to the Grievance and Arbitration procedure for discipline and discharge. The Board may

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discipline or discharge for a lesser standard of cause than just cause. In particular such discharge shall be set aside only if the discharge is arbitrary, discriminatory or in bad faith.

- (c) 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 probation period.

8.05 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 Human Resources Department 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

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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.

- 8.06 (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 a 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 Article, 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 Article will be assigned to a custodian position and shall not cause any

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employees in the bargaining unit nor any probationary employee to be laid off.

ARTICLE 9 -DISCIPLINE

- 9.04 (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 eighteen (18) months from the current infractions and provided that the said employee has an unblemished record for the eighteen (18) 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 Human Resources Department and

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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.
- (e) Copies of reprimands will be forwarded to the employee or employees concerned and the Union.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 (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 Manager of Employee Relations. 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 Manager of Employee Relations shall reply within five (5) days. If the reply of the Manager of Employee Relations is not satisfactory, the Union may submit such grievance to arbitration as provided in Article 11 of this Agreement.

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- (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.

10.02
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 supervisor in the area. The supervisor 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 Manager of Facility Services. 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 Manager of Facility Services within five (5) working days of the event that gave rise to the grievance. In situations where there is no immediate supervisor, the complaint will go directly to Step 2.

Step 2

Failing satisfaction, the employee shall, within five (5) working days of the reply of the immediate supervisor above, reduce the grievance to writing, detailing the article(s) which is alleged to have been violated, and sign the grievance. The employee, accompanied by the steward, shall submit the grievance to the appropriate manager who, together with the appropriate supervisor, shall endeavour to settle the dispute and shall reply in writing within five (5) working days of discussion with the employee and the steward.

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- 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 Manager of Employee Relations, who shall meet with the grievor accompanied by the Grievance Committee, within ten (10) working days of receipt of the grievance. A representative of the Canadian Union of Public ~~Employees~~ may be present at such meeting. The Manager of Employee Relations shall answer the grievance in writing within ten (10) working days of the meeting with the grievor and the Grievance Committee during which time the grievance will have been discussed at a meeting of the Director's Council.
- 10.03 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 Manager of Employee Relations or his/her designate within ten (10) working days of the said discharge.
- 10.04 The Grievance Committee referred to in this Article will be as defined in Article 6.05.
- 10.05 **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.
- 10.06 Nothing in this article precludes the parties from mutually agreeing to grievance mediation during any stage of the

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grievance procedure. The Agreement shall be made in writing and stipulate the name of the mediator and the time line for grievance mediation to occur. It is agreed that the cost of mediation will be shared equally.

ARTICLE 11 - ARBITRATION

- 11.01 After exhausting the grievance procedure established by this Agreement, the affected party may notify the other in writing of its desire to submit the grievance to arbitration. The notice shall be delivered to the other within thirty (30) working days after the reply under Step 3.
- 11.02 The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.
- 11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance pursuant to Article 10.06.
- 11.04 Each of the parties hereto will jointly share the expenses of the arbitrator.
- 11.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

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- 11.06 If a grievance concerns the discipline of an employee, including disciplinary dismissal, the arbitrator may confirm the decision of the Board or reinstate the employee with or without full compensation or otherwise modify the penalty.

ARTICLE 12 -JOB POSTINGS

- 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) (i) Vacancies for promotable jobs shall be posted and filled within 30 working days following the vacancy.
- (ii) All other vacancies shall be posted and filled within 10 working days following the vacancy.
- (iii) If additional days are required, management will consult with the union.

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- (iv) The Board will not post positions during the summer months (June 30 to first day of school).
- (c) A job left vacant by the successful applicant will be filled through the Facility Services Department Posting Procedure with no more than three (3) such postings being required. The filling of such positions, within the same classification, 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 Article 3 to effect transfers.
- (d) When the incumbent of a particular position has or will be absent from his/her assigned duties for a period of twelve (12) continuous months due to an illness or injury or personal leave of absence, such position may be declared vacant. The Board may declare said position vacant prior to twelve (12) continuous months absence upon consultation with the Union. Should the Board decide to fill such vacancy, it shall be posted in the normal fashion.
- (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 twelve (12) month period dating from the outset of the absence, then he/she shall have the option of returning to his/her former position. If the return is after twelve (12) months the employee shall then be assigned to wherever there is a vacancy. An employee returning from a

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personal leave of absence in excess of six (6) months, shall be assigned to wherever there is a vacancy.

- (f) Where a day shift location is absent it will be filled within the location by seniority first, then bargaining unit wide seniority, provided such employee has expressed, in writing, the desire to work days in a specific location. Letters would be active for the school term. 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 (a) The Board, in filling any posted vacancy under this Article, shall ~~select~~ the most senior applicant who has demonstrated the skill and ability to perform the normal and required work and meet the qualifications of the job, as established by the Board. Qualifications shall be bona fide requirements for the posted position.

- (b) if the position requires an interview and/or passing an examination or **skill** testing to qualify for a particular position, such interview and examination shall be conducted in a manner that will provide a fair and objective evaluation of all applicants who shall be evaluated against the same **set** of standards for consideration in **the** position.

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- (c) The successful applicant to a new position shall be allowed a period of ninety (90) working days to prove their ability for the position. If the employer finds they are unable to perform the duties of the position during such period the employee shall revert to his or her former classification and position.

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.

ARTICLE 13 - LAY OFF AND RECALL

13.01 (a) A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work. Prior to implementing any layoffs, the Board will advise the appropriate Union officials.

- (b) 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

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notice to the Board at least five (5) weeks prior to the date of his/her intent to return to work.

- (c) 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.
- (d) 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.
- (e) 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 Manager of Employee Relations of changes within a local executive committee.

13.02 The Board agrees that no one will be hired while there are employees on layoff waiting and willing to be recalled.

ARTICLE 14 - HOURS AND CONDITIONS OF WORK

- 14.01 (a) The regular workweek shall consist of five (5) days per week, Monday through Friday inclusive. The regular workday shall consist of eight (8) hours excluding the

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

- (b) The parties agree that starting times of a work day may vary from location to location, as such, the work day shall be defined as:
 - i) Days, commencing not earlier than 6:00 A.M. and not later than 9:00 A.M.;
 - ii) Mid-days, commencing not earlier than 11:00 A.M. and not later than 12:00 P.M.;
 - iii) Afternoons, commencing not earlier than 2:00 P.M. and not later than 3:30 P.M.;
 - iv) Midnights, commencing not earlier than 10:00 P.M. and not later than 12:00 A.M. (midnight).
- (c) Notwithstanding the foregoing, alternative work schedules may be established by mutual agreement of the parties.
- (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) A rest period of fifteen (15) minutes in each half of a shift shall be allowed at a time agreeable to the area supervisor.

14.02 Where it is practicable and possible, a four (4) day schedule will be implemented during the summer period, subject to the approval of the Manager of Facility Services. The four (4) day schedule will commence the week following the week in which

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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 four (4) day per week schedule are as follows:

- (i) The four (4) day schedule will apply to those employees who wish to work a four (4) day week.
- (ii) The employees will continue to work 40 hours per week, excluding lunch break.
- (iii) The hours of those employees on a four (4) day schedule will be 06:00 hours to 16:30 hours, thus working four (4) consecutive ten-hour days.

14.03 (a) The preventive maintenance staff will normally work the day shift, except:

- (i) in emergencies **as** defined in Article 17.06; or
- (ii) in scheduled maintenance which cannot efficiently **be** completed during the school day; or
- (iii) in situations where an employee and the Union agree **to** work a shift other than days.

(b) If the number of preventive maintenance and building maintenance employees is insufficient to meet the requirements **of** the system, qualified employees will be selected from an established temporary pool. Where **possible**, management will undertake **to** institute training to supplement the qualifications required by the job. The

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temporary pool list will be updated as permanent vacancies occur.

- (c) The Board will provide on-the-job training to employees appointed to positions of responsibility if it determines that such training is required.

14.04 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.

14.05 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 Article does not apply to disciplinary actions taken by the Board.

14.06 Preventive maintenance, building maintenance and custodial 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. Nevertheless, preventive maintenance shall undertake emergency repairs as required and shall notify the appropriate supervisor.

(Emergencies as defined in Article 17.06.)

14.07 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,

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equipment and materials and replacement will be made upon production of the worn or broken tools.

14.08 The Board will provide protective clothing and protective equipment as required by law or by the Board for those employees working with hazardous material, 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 Board.

14.09 (a) In the event of an absence of a custodian during the school year, the following shall apply:

i) for the 1st and 2nd consecutive day the absent employee's area will be picked-up by the remaining custodians at that location. If no remaining custodians exist, the provisions of ii) shall apply effective the 1st day and thereafter;

ii) on the 3rd consecutive day and each day thereafter OR in the event of more than one concurrent absence in the same location, a replacement custodian (if available) will be assigned to cover the absent employee area for four or more hours per day. If no replacement custodians are available, then four hours of overtime will be provided to the employee at that location at the appropriate rate of pay. Overtime is to be divided equitably among the employees at that work location. If the employees at that location decline overtime, employees from another location within the supervisors area may be brought in on overtime. Absence for the purpose of this Article shall

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mean absence from work due to all authorized absences or paid leaves of absence.

- b) Notwithstanding the foregoing, employees who are on an approved unpaid absence shall be replaced on the first day of absence and thereafter.

- 14.10 Students of Western and/or Century 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 custodian.
- 14.11 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 15 - WAGES AND PAYMENT OF WAGES

- 15.01 Wages shall be paid bi-weekly in accordance with classification and rates of pay as set forth in this Article. The employer will provide reasonable notice of the date at which time the payroll can be amended to provide for bi-weekly pay periods. This change will not take effect prior to July 1, 1999. Upon payment of wages on each pay day, wages and deductions shall be itemized.
- 15.02 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

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preamble of Article 20.01. The foregoing will not apply where an employee is required only to assist or work as a helper.

- 15.03 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.

15.04

SALARY SCHEDULE

For the period September 1, 1998 to August 31, 2001

	Effective 1998 09 01 to 1999 08 31	Effective 1999 09 01 to 2000 08 31	Effective 2000 09 01 to 2001 08 31
<u>CLASSIFICATION</u>			
Custodian (including Courier)	\$ 16.75	\$ 16.92	\$ 17.09
Building Maintenance	\$ 17.75	\$ 17.93	\$ 18.11
● Grounds Maintenance	\$ 17.75	\$ 17.93	\$ 18.11
● Electrical/Mechanical Mtce.	\$ 18.26	\$ 18.44	\$ 18.62
Preventive Maintenance	\$ 18.26	\$ 18.44	\$ 18.62
Replacement Custodian	\$ 12.00	\$ 12.12	\$ 12.24

ARTICLE 16 - COST OF LIVING

- 16.01 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

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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 17 - OVERTIME

- 17.01 (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).

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- (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 Manager of Facility Services 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 Manager of Facility Services. Such payment will be made the first period in September.
- 17.02 (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 Article 17.02 (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

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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 Facility Services Department to report that he/she will be absent due to illness or who is absent due to illness and does not call the Facility Services 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 Facility Services Department prior to midnight to cancel the replacement assignment.

- 17.03 No employee shall be required to layoff in regular hours for the purpose of offsetting or circumventing the application of overtime rates of pay.
- 17.04 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.
- 17.05 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

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available work. This shall not apply to overtime which may arise in an emergency.

- 17.06** 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.
- 17.07** 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 18 - SHIFT PREMIUM

- 18.01** The Board shall have the right to establish work shifts other than the regular day shift and shall pay a premium for such shifts.
- 18.02** 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.
- 18.03** For the purpose of determining the appropriate shift premium applicable, the day shift shall be considered to be from 6:00 A.M. to 2:30 P.M.; 7:00 A.M. to 3:30 P.M., the afternoon shift shall be considered to be from 3:30 P.M. to 12:00 A.M., and the night shift shall be considered to be from 11:00 P.M. to 7:30 A.M.

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- 18.04 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.
- 18.05 It is understood and agreed that the day shift will not commence earlier than 6:00 A.M. unless it is by mutual agreement between the Union and the appropriate supervisor.
- 18.06 When a shift is modified in a specific building but still within the parameters of 18.03 and 18.04 it shall be offered by order of seniority to the persons currently on that shift in that building.

ARTICLE 19 - VACATION

- 19.01 An employee shall be entitled to a vacation at the regular rate of pay (excluding overtime and shift premium) as follows (former CUPE 1243 refer to Schedule 'A'):
- (1) less than one (1) year - one working day for each completed month of service - maximum ten (10) days
 - (2) one (1) year or over - two (2) weeks
 - (3) three (3) years or over - three (3) weeks
 - (4) ten (10) years or over - four (4) weeks
 - (5) eighteen (18) years or over - five (5) weeks
 - (6) twenty-seven (27) years or over - six (6) weeks

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

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

- 19.02** 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.
- 19.03** **Signed** vacation: During the school year (maximum two (2) weeks per two (2) years or one **(1)** week per employee per year) may be requested to a maximum of 80 weeks, signed per Article **19.01**.
- 19.04** 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.
- 19.05** An employee on layoff or on an unpaid leave of absence including an unpaid leave of absence in accordance with Article 8.05(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 Article **19.01**.
- 19.06** 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 WSIB benefits, the

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time spent in bed (hospital and/or home) shall be charged to such employee's cumulative sick leave or WSIB benefits as the case may be, provided the employee provides proof of his/her confinement satisfactory to the Manager of Human Resources.

- 19.07 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.
- 19.08 An employee who is absent from work because of illness or accident shall be entitled to vacation in accordance with 19.01 provided that the number of weekly payments under WSIB benefits or sick leave plus vacation do not exceed fifty-two (52) in any vacation year (July 1 to June 30). In cases where the number of weekly payments under WSIB benefits or sick leave plus vacation exceed fifty-two (52) weeks, the vacation entitlement shall be reduced so as to make the combined weekly payments not to exceed fifty-two (52) weeks.

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ARTICLE 20 - PAID HOLIDAYS

- 20.01** 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.

- 20.02** 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.
- 20.03** 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.
- 20.04** An employee shall be paid at the rate of double time if required to work on the holidays listed in Article 20.01 in addition to holiday pay.
- 20.05** An employee who is absent and receives sick leave and/or WSIB benefits on the regularly scheduled working day previous to or following a holiday(s) as set out in 20.01 above,

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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).

- 20.06 Notwithstanding the holidays listed in Article 20.01 and the premium pay referred to in Article 20.04, 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 Manager of Facility Services at least two (2) months prior to the holidays affected.

ARTICLE 21 - PREGNANCY/ADOPTION/PARENTAL LEAVES

- 21.01 (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

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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 Article 21.01(c) (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 of any employee who has worked for the Board for thirteen **(13)** weeks or more prior to the commencement of the leave.

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- (i) The Board shall provide for employees on pregnancy leave, a supplementary unemployment benefit plan approved by Human Resources Development Canada (HRDC). For each week of the two week mandatory waiting period, the plan will pay a sum equal to the HRDC benefit that would be payable to the employee each week of the benefit period.

21.02 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).

21.03 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.

ARTICLE 22 - MISCELLANEOUS LEAVES OF ABSENCE

- 22.01** An employee may be granted leave of absence without pay and without loss of seniority if his/her completed application is approved by the appropriate official of the Board and is received by the Boards Facility Services Department 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 entire period

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he/she has been on a leave of absence in excess of one (1) month.

- 22.02** 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.
- 22.03** (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 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 day, shall be granted without loss of pay to an employee to attend a funeral as a pallbearer, or to attend the funeral of a friend or a relative not mentioned in (a) or (b) above, provided such employee has the approval of the appropriate Manager.
- 22.04** 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

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present proof of service and the amount of pay received. Consideration will be given for compensating time off to employees who appear as a crown witness in cases involving the Greater Essex County District School Board.

- 22.05 An employee is entitled to a 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. The scheduling of the days is at the discretion of the appropriate supervisor, which shall not be unreasonably withheld.

ARTICLE 23 - UNION LEAVES

- 23.01 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 as contained in Article 22.01. Such leave may be extended by the Board. Such employee may pay the full cost through the Board of any health benefits under this Agreement if so desired.
- 23.02 The President of the Local or his/her designate shall be allowed two (2) days off each week without pay but without loss of benefits or seniority to conduct Union business, such days off to be designated by the President of the Local at the beginning of his/her term of office.
- 23.03 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

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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 absent, without loss of pay, to attend a convention for a maximum of three (3) days in any one year.

ARTICLE 24 - EMPLOYEE BENEFITS

24.01 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.

24.02 Pensions

- (a) The pension plan for non-teaching employees established by the Greater Essex County District School Board 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.

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24.03 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 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.
- (f) 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

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maximum optional group life insurance will be \$100,000 in \$25,000 increments 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.

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24.04 Retiree Benefits

The Board will pay the full cost of premiums, after the retiree reaches their 65th Birthday, provided the retiree has participated in such plans up to that date, for the following:

- (a) Semi-Private Hospital Supplement
- (b) Extended Health Care - The 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 retirement and up to 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.

24.05 The spouse of a deceased employee may retain membership in the group benefit plans to which the employee belonged at

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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.

- 24.06 Employees who retire on full pension prior to age 65 may apply to participate in the Board's Benefit programs by the insurer and shall pay the full premium cost to maintain such participation.
- 24.07 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 25 - CUMULATIVE SICK LEAVE

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

ARTICLE 26 - SAFETY

- 26.01 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.
- 26.02 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

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conditions will be investigated and, if found to be hazardous, all reasonable effort will be made to effect a correction.

- 26.03** 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.
- 26.04** 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.
- 26.05** 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 27 - WORKPLACE SAFETY AND INSURANCE

- 27.01** 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 Workplace Safety and Insurance

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benefits, the employee will be placed on sick leave until such time as approval of the Workplace Safety and Insurance claim is rendered. During this period, the employee will be receiving the WSIB legislated amount of eighty-five per cent (85%) plus an additional five per cent (5%) granted by the Board to equal ninety percent (90%) of the net pay, provided the employee has sick leave days to his/her credit. Upon Workplace Safety and Insurance Board approval, the employee's sick leave ~~reserve~~ shall be adjusted in accordance with the Workplace Safety and Insurance award and the employee will continue to receive payments in accordance with that award plus the additional five per cent (5%) granted by the Board. If the Workplace Safety and Insurance 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 the Cumulative Sick Leave Plan.

ARTICLE 28 - MODIFIED WORK

28.01 The Board agrees to Involve the Union in its efforts to establish modified work for an employee covered by this Agreement.

ARTICLE 29 - UNIFORMS

29.01 (a) The Board shall maintain a point system to enable the flexibility for employees to select from a wider range of work clothing.

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- (b) The Parties agree to establish a Committee (maximum of three (3) representatives from the Union and three (3) representatives from the Board) for the purpose of maintaining a point system that ensures:
 - (1) not involving associated costs that exceed the funds currently identified in the current budget for uniforms;
 - (2) replacement costs of damaged goods will not be factored into the point system;
 - (3) tendering, in accordance with Board Policy, for clothing be conducted jointly by the members of the Committee.

ARTICLE 30 - BULLETIN BOARDS

- 30.01 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 Manager of Facility Services. If the Manager of Facility Services intends to deny a request, he/she will discuss such request with the Manager of Employee Relations/Legal Counsel prior to giving a response.

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ARTICLE 31 - TECHNOLOGICAL CHANGE

- 31.01 (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 Greater Essex County District School Board.
- (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 32 - REPLACEMENT CUSTODIANS

- 32.01 The term replacement custodian when used in this agreement refers to personnel employed by the board on a temporary

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basis for the replacement of a custodian absent as a result of sick leave, vacation, LTD, WSIB and other authorized paid leaves of absence or the replacement of a custodian involved in a special project, and/or in cases of emergency where permanent seniority employees are unavailable to attend to such emergency.

- 32.02 The Board will maintain a separate seniority list for replacement custodians. Seniority shall be defined as date of hire with the Board, after successful completion of probationary period as a replacement custodian.
- 32.03 (a) A replacement custodian shall be on probation for 180 working days or one (1) calendar year of employment, which ever comes first. During this period the probationary replacement custodian shall not have access to the grievance and arbitration procedure for matters concerning discipline and/or discharge.
- (b) After the successful completion of One Hundred and Eighty (180) working days or one (1) calendar year, which ever comes first, the probationary employee shall have access to the grievance and arbitration procedure for discipline and discharge. The Board may discipline or discharge for a lesser standard of cause than just cause. In particular, such discharge shall be set aside only if the discharge is arbitrary, or discriminatory or in bad faith.
- 32.04 A replacement custodian shall not be eligible for the following provisions: Article 25, Sick Leave; Article 24, Benefits; and Article 19, Vacation, except as provided by the Employment Standards Act. Hourly wage will be in accordance with the pay schedule contained in Article 15.

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32.05 Replacement custodians shall be subject to the following call-in procedures:

i) Available hours shall be offered to replacement custodians in order of date of hire.

ii) A replacement custodian shall be permitted to refuse available hours not more than four (4) times per calendar month after which a refusal will result in the employee being removed from the seniority list. A replacement custodian is responsible for notifying the Facility Services Department of their unavailability prior to the call-in in order to be exempt from the refusal being charged against him/her.

iii) The Board commits to maintaining a record for work refusal and hours of work for replacement custodians. Upon request, the Union may review this documentation.

32.06 (a) When a permanent position becomes available and after the posting procedure is exhausted, the position shall be offered to replacement custodians in order of highest seniority.

(b) If a replacement custodian acquires a permanent position, any probation days worked shall be credited towards the probation period defined in Article 8.04. If this probation has been completed as per Article 32.03 (a) there will be no further probation period.

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ARTICLE 33 - DRIVING ALLOWANCE

33.01 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.

33.02 All active preventative maintenance and building maintenance employees required to provide his/her automobile for purposes of the Greater Essex County District School Board 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 kilometre effective April 1, 1997.

Notwithstanding the above, such monthly mileage claim shall not exceed the equivalent of Two Hundred (\$200.00) Dollars per month. However, any employee who exceeds 8,000 kilometres per year will be reimbursed for the additional mileage driven at **the** rate of \$0.30 per kilometre.

33.03 In addition **to** the allowance identified under 33.02 above for preventative maintenance and building 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 - \$1,000,000 limit
Collision - \$100 deductible

Notwithstanding the above, such employees will be required to provide three written estimates of insurance, with one estimate

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from an agent of the Board's choice. The Board will only be required to reimburse to the lowest estimate.

ARTICLE 34 - CONTRACTING OUT

- 34.01 (a) 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 to keep such work within the Board of Education.
- (b) The parties have agreed to strike a committee to discuss the contracting in and out of Board work. Some examples of work to be discussed are grass cutting, floor and glass repair, locksmith work, call-ins and HVAC work and controls.
- (c) Employees presently in the CUPE Local 27 bargaining unit will not suffer **loss** of employment or remuneration as a result of contracting out of work presently performed by members of the bargaining unit.
- (d) 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.

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ARTICLE 35 - STRIKES AND LOCK-OUTS

- 35.01 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.
- 35.02 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 36 - TERM OF AGREEMENT

- 36.01 This Agreement shall be binding and remain in effect from September 1, 1998 to August 31, 2001 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 August 31, 2001.
- 36.02 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.

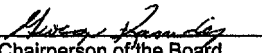
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36.03 It is agreed, however, that where such notice requests revision, both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

DATED AT WINDSOR THIS 10th DAY OF April, 1999.

Signed and agreed upon on behalf of the GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD:

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

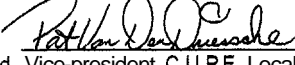

Chairperson of the Board


Area Representative

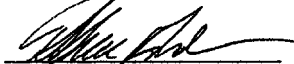

Chairperson of Negotiations Policy Committee


President, C.U.P.E. Local 27


Director and Secretary of the Board


Vice-president, C.U.P.E. Local 27

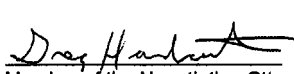

Treasurer of the Board


Vice-president, C.U.P.E. Local 27


Chief Negotiator


Member of the Negotiating Cttee.


Manager of Facility Services


Member of the Negotiating Cttee.

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SCHEDULE A

For former employees of the Essex County Board of Education and former members of the Canadian Union of Public Employees, Local 1243 vacation entitlement will be frozen at current vacation entitlement effective July 1, 1999. This shall continue until their vacation eligibility allows such employee additional vacation entitlement according to Article 19 of this Collective Agreement.

1.00 - VACATIONS

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

<u>Full-time Continuous Service</u>	<u>Vacation Entitlement</u>
(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

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SCHEDULE B

REFERENCE - ARTICLE 25

CUMULATIVE SICK LEAVE CREDIT PLAN

of

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

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

- (a) "BOARD" shall mean The Greater Essex County District School Board.
- (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 Greater Essex County District School Board applicable to employees referred to in (b) above.
- (d) "RETIREMENT" shall mean cessation of employment with The Greater Essex County District School Board because ~~of~~ death or being retired with a pension from The Greater Essex County District School Board's O.M.E.R.S. Plan.
- (e) (i) "REGULAR STAFF" shall mean the "PERMANENT" staff.

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- (ii) The "EFFECTIVE DATE" of the plan shall be September 1, 1998.
- (f) "PERIOD OF ACCUMULATION" shall mean those years and months of service with the Greater Essex County District School Board during which the employee may accumulate additional sick leave credits.

PART 1- GENERAL

1. (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 Report Form/Medical Certificate" means a certificate to be completed by the employee, verifying a claim for sick leave.
- (c) "Sick leave absence" means absence from regular attendance by sickness or other physical incapacity.

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- (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 cumulative sick leave plan is hereby established for every employee of the bargaining unit and, subject to the control of the Board, the conduct and management of the plan shall be vested in the appropriate official, or designate of the Board.
 - (b) The appropriate official shall perform all things necessary or incidental to administer the sick leave credit 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 in accordance with the Grievance and Arbitration procedure.
 - (c) The official shall provide and keep a record 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. Accumulation in this plan for permanent part-time employees shall be on a pro-rated basis.

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- (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 his/her annual sick leave credits.
 - (c) 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 supervisor 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

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his/her absence if requested, on a duly completed Sick Leave Report Form.

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

- (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 the decision of the official in accordance with the Grievance and Arbitration procedure.
6. Where an employee has 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. **Former Windsor CUPE Local 27**
- (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

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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.

Former Essex CUPE Local 1243

- (c) When a seniority employee is entitled to retirement by the Board, or has completed ten (10) years of continuous service with the Board and employment terminates (other than by death), 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.

- (d) Section 7 (c) does not apply to employees hired on or after April 10, 1999.

8. Any employee discharged by the Board for cause shall lose or forfeit all benefits under this plan.

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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.

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LETTER OF UNDERSTANDING**Between****GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(Hereinafter referred to as "the Board")****And****The Canadian Union of Public Employees, LOCAL 27
(Hereinafter referred to as "the Union")**

The Greater **Essex** County District School Board and C.U.P.E. Local 27 agree to the following:

Notwithstanding the provision of Article 14 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 Workplace Safety and Insurance 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 restriction.

Notwithstanding the foregoing, in **the** event that there are not two (2) **such** employees designated for modified work assignments or,

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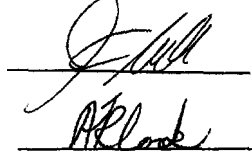
if there are two (2) employees designated but not able to perform the duties contemplated herein, such assignment(s) may then be offered, as (a) temporary position(s) system wide by seniority.

NOTES:

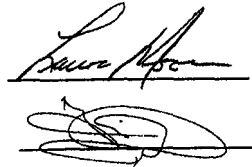
1. In the event that no one applies to a system wide offering, the employee(s) with the least overall seniority will be assigned.
2. Before assigning any employee to such modified work week or assignment, the Board will discuss the particulars of the assignment(s) with appropriate representatives of 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 the 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 THIS 10th DAY OF April,
1999.

FOR THE BOARD



FOR THE UNION



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LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL
BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 27

- A. The Union recognizes that the Employees covered by this Collective Agreement have a legal obligation to honour this Collective Agreement and to report to work even in the event of a legal strike by another CUPE Local.

The Union agrees that it will not direct, intimidate, coerce or otherwise influence its members to not cross the picket line of another CUPE Local that is in a legal strike position.

Notwithstanding the above, the Board is prepared to recognize that some employees, for personal reasons, may not want to cross the picket line of another CUPE local that is in a legal strike position. When an employee chooses not to cross a CUPE picket line, and notwithstanding Article 14.04, the Board may assign the employee to another shift and/or work location where no picket line exists. The Board agrees not to take any disciplinary action against any employees who cannot be

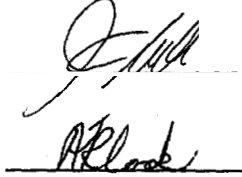
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reassigned other than the deduction of wages and benefits during the period they are not at work.

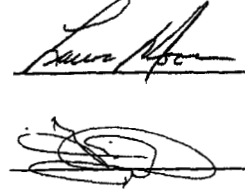
- B. If an employee is prevented from crossing the picket line, the employee shall immediately contact the appropriate supervisor who will have responsibility for providing safe passage of the employee to the workplace. There will be no loss of wages in cases where the supervisor is unable to provide safe passage to the workplace. Notwithstanding the above, and notwithstanding Article 14.04, the supervisor may assign the employee to another shift and/or work location.

Dated at Windsor, Ontario, this 10th day of April, 1999.

FOR THE BOARD:



FOR THE UNION:



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