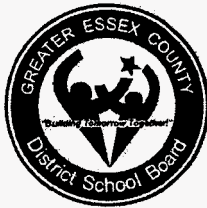


Collective Agreement

between



**THE GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD**

and



**THE CANADIAN UNION
of PUBLIC EMPLOYEES
LOCAL 27**

A

EFFECTIVE: September 1, 2008 – August 31, 2012

12279(04)

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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.

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.

3.03 The Board agrees to continue advising the union president of any new initiatives or policy changes which may affect the working condition of employees.

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, 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.
- 4.02 The Board and the Union agree that for cases of harassment or objectionable behaviour that the Board's policies and administrative procedures will be followed. CUPE 27 members should be aware that the informal process is encouraged as the first step to the solution of any problem. Members are referred to the informal process in the Administrative Procedure of the "Employee Discrimination and Harassment Prevention and Resolution Policy" and the "Objectionable Behaviour Policy" that are available on the Board's website. This informal process suggests that the complainant confront the problem by making it clear to the individual alleged to have engaged in discrimination and/or harassment that the behaviour is not acceptable and by obtaining a commitment that the behaviour will stop.

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.
- 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.
- 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.
 - (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 August 31, 2000 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 work force the Board agrees that part-time positions will be limited to no more than 5% of the active work force and will consult with the Union before any increase from the current level.

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 per day 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 Superintendent of Human Resources or designate 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 Superintendent of Human Resources or designate 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 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 scheduled labour-management meeting shall be deemed to be at work. The attending employees shift begins at the start of the meeting or a time that is agreeable to both parties.
- 6.04 (a) The Union shall select and the Board shall recognize fifteen (15) stewards. One of which 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.

The Board and the Union agree that the Union will not be charged for lost time when union representation has been requested by management.

- (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 or his/her designate;
 - (ii) the President or his/her designate; and
 - (iii) the Steward responsible for the grievance or a designate appointed by the Bargaining Unit.
- (b) The designate shall be a member of the Bargaining Unit.
- (c) Any one member of the Grievance Committee may be present in Step 2 and 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;
 - (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 agrees that there will be no deduction from the pay of the Union representative for meetings held during their normal working hours.
- 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 Superintendent of Human Resources 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.

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 President 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 by not later than November 15th of each year. Seniority lists shall be open for revision for thirty (30) days after their posting. After thirty (30) days subject to prior revision the seniority lists shall be deemed to be acceptable to the Union.

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

- (1) Custodian (including Couriers)
- (2) Building Maintenance (Grounds Maintenance)
- (3) Preventive Maintenance (including Electrical/Mechanical)
- (4) Locksmith
- (5) Glazier

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

- 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 from four (4) to six (6) months, 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, 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

- (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 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 permanent or temporary 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 employees in the bargaining unit nor any probationary employee to be laid off.

ARTICLE 9 - DISCIPLINE

- 9.01
- (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. Any employee may make a written reply to the above-noted correspondence to the Superintendent of Human Resources and the Bargaining Unit President. Such reply will be placed in the employee's personnel file.
 - (b)
 - (i) The parties recognize the value of progressive discipline to be corrective in its application. The Board agrees that it will not use past suspensions, disciplinary actions, letters of reprimand and adverse reports against any employee for current infractions provided that such suspensions, disciplinary actions, letters of reprimand and adverse reports have occurred more than twenty-four (24) months from the current infractions and provided that the said employee has an unblemished record for the twenty-four (24) months immediately prior to the date of the current infraction.
 - (ii) An employee may request in writing to have a letter removed from his/her file after twenty-four (24) months if that employee has had no additional letters put in his/her file since the date of the letter in question.
 - (c) Provided an employee provides twenty-four (24) hours notice to the Human Resources Department, an employee shall have the right, during normal business hours, to have access to review his/her personnel file in the presence of a member of the Human Resources Department and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record. An employee may be accompanied by a Union official when reviewing the file.
 - (d) Where a supervisor intends to meet with an employee for purposes that may result in disciplinary action, the supervisor shall notify the employee in advance of the meeting of his/her right to Union representation. Regardless of whether or not an employee decides to have a representative from the Union present at meetings requested by Board supervisors, no employee shall be requested to sign a statement of facts pertaining to their own situation without a Union Steward present.
 - (e) Copies of reprimands will be forwarded to the employee or employees concerned and the Union.
 - (f) During any investigation by the Employer, any permanent member who is suspended from their duties pending the results, the Employer agrees to continue their salaries and benefits for the entire length of their investigation.

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 Superintendent of Human Resources or designate. 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 and a meeting will take place within ten (10) working days. The Superintendent of Human Resources or designate shall reply within five (5) days. If the reply of the Superintendent of Human Resources or designate is not satisfactory, the Union may submit such grievance to arbitration as provided in Article 11 of this Agreement.
- (b) Should any difference arise between the Board and an employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such difference without delay shall be made in the following sequence and manner.
- 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 or designate. 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 or designate 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, or an appropriate Union official, shall submit the grievance to the appropriate manager or designate 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.
- Step 3 Failing satisfaction, then within five (5) working days after receipt of the reply of the appropriate manager or designate in Step 2 above, the Union may submit the grievance to the Superintendent of Human Resources or designate, 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 Superintendent of Human Resources or designate shall answer the grievance in writing within ten (10) working days of the meeting with the grievor and the Grievance Committee.
- 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 Superintendent of Human Resources or 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 griever.

- 10.06 Nothing in this article precludes the parties from mutually agreeing to grievance mediation during any stage of the 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.
- 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 ten (10) 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.
 - (iv) The Board will not post positions during the summer months (June 15 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 five (5) 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 is not eligible to post on the same shift for a period of five (5) months. An employee is limited to two (2) postings in a school year, except in the case of promotable positions, as defined in the Letter of Understanding, Promotable Positions. 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 personal leave of absence in excess of six (6) months shall be assigned to wherever there is a vacancy.
- (f) A position left vacant for two (2) years due to LTD shall be posted and filled as a permanent position.
- (g) (i) Where a day shift location is absent it will be filled first within the location by seniority provided such employee has expressed, in writing, the desire to work days. Such letters would be active for the school term.
- (ii) If unable to fill the day position within the location as identified in 12.01 f(i) Management may implement a temporary posting in which afternoon custodians system wide will have an opportunity to work days in another location.
- (iii) 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 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.
- (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 work force or a reduction in the regular hours of work. Prior to implementing any layoffs, the Board will advise the appropriate Union officials at least 45 days prior to the layoff.
- (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 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 Superintendent of Human Resources 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 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 shall be allowed in each half of a shift. The break period should be taken at the mid-point of each half of a shift.
- (f) 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 at Essex Aquatics Centre,
- 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 the Canada 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 and Building 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 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 eight (8) hours shall be paid for eight (8) 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 unless authorized in writing by a supervisor. Employees shall be responsible for the proper care of tools, equipment and materials and replacement will be made upon production of the worn or broken tools.
- 14.08 The Board will provide and the employee will wear and use protective clothing and protective equipment as required by law or by the Board. 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 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 as a part of their experiential learning program, from time to time, within regular school hours, work with a custodian in designated areas ie. gym, office, own classroom, windows. In all such cases consultation and agreement will take place between the teacher, student and custodian prior to the start of the program.

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 biweekly in accordance with classification and rates of pay as set forth in Schedule "C" attached hereto.

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 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.

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 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).
- (b) Employees may bank up to the equivalent of eighty (80) 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 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 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 eight dollars (\$8.00) for meal allowance provided that not more than one (1) hour has elapsed between regular stopping time and his/her return to work.
- 17.08 If an employee works overtime on a Saturday, Sunday or a Statutory Holiday and works more than eight (8) hours, the employee shall be entitled to eight dollars (\$8.00) for meal allowance.

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 forty cents (.40) per hour for work by employees regularly employed on the second shift (afternoon shift) and forty cents (.40) 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., the afternoon shift shall be considered to be from 2:00 P.M. to 10:30 P.M., and the night shift shall be considered to be from 10:00 P.M. to 6:30 A.M.

- 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) calculated as follows:
- (1) less than one (1) year - one (1) day for each completed month of service - maximum ten (10) days
 - (2) after one (1) year - ten (10) days
 - (3) after three (3) years - fifteen (15) days
 - (4) after ten (10) years - twenty (20) days
 - (5) after fifteen (15) years - twenty-five (25) days
 - (6) after twenty-five (25) years - thirty (30) days
- 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 An employee shall be permitted to carry forward to the following year, up to two (2) weeks of unused vacation entitlement. Unused vacation entitlement in excess of two (2) weeks shall not be carried forward except with the consent of the Manager of Facility Services.
- 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 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 Human Resources Officer.
- 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.
- 19.09 Where an employee qualifies for bereavement leave during her/his period of leave of absence and/or vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option, and with approval of the Board.

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:

- Family Day
- Good Friday
- Easter Monday
- Queen's Birthday (Victoria Day)
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day

The period between Christmas Eve Day and New Year's Day inclusive (which will constitute no less than 6 days) 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, 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).

ARTICLE 21 - PREGNANCY/ADOPTION/PARENTAL LEAVES

- 21.01 The Board will grant pregnancy/adoption/parental leaves according to the requirements of the *Employment Standards Act*.
- 21.02 A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 21.03 (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 Superintendent of Human Resources or his/her designate. The return date will be determined prior to the commencement of the leave.
- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the Superintendent of Human Resources 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.
- 21.04 For pregnancy leave only, the Board will pay a "top-up" amount for a maximum 6-week period immediately following the birth of a child.
- 21.05 The "top-up" pay will be the difference between what an employee received from the Employment Insurance (EI) and her regular wage for the 6 weeks.
- 21.06 To receive top-up pay from the Board, the employee must forward to Human Resources proof of receipt of EI maternity benefits. An application for pregnancy leave as well as a medical certificate identifying the expected date of birth is required prior to the employee taking their leave.
- 21.07 The pay will not exceed the amounts specified in 21.05 above.
- 21.08 If not eligible for EI, the employee will be entitled to regular compensation from the employees' accrued sick leave bank for a maximum of 6 weeks or days accrued in their sick leave bank.
- 21.09 The Board's obligation to reinstate the employee ends at the expiration of the maximum 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 21.03 (i) or (ii) above.

- 21.10 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*.
- 21.11 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.
- 21.12 The pregnancy/adoption/parental leave applied shall apply with respect to any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.
- 21.13 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 except for illness or disability verified by a physician except as specified above.
- 21.14 The Board shall provide for employees on pregnancy leave, a supplementary unemployment benefit plan approved by Human Resources Canada. For each week of the two week mandatory waiting period, the plan will pay a sum equal to the EI benefit that would be payable to the employee each week of the benefit period.
- 21.15 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).
- 21.16 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 received by the Board's Facility Services Department at least fifteen (15) days prior to the requested leave and subsequently approved by the designated Human Resources Officer. 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 he/she has been on a leave of absence in excess of one (1) month.
- 22.02 Wages for time lost due to 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-in-law or father-in-law, sister-in-law or brother-in-law, son-in-law or daughter-in-law, grandparents, grandchildren, and total dependents. Such leave to be taken within seven (7) calendar days following the death or funeral of the deceased. 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 parent, or guardian, spouse or equivalent, child or sibling.
- (c) 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 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.

22.06 Compassionate Care Leave

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with Section 49.1 of the *Employment Standards Act*. For purposes of granting unpaid leave, care or support of a sister or a brother, or the provision of respite care to a family member will be deemed to be compassionate care leave for the purposes of this collective agreement.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service and the school board will continue to pay its share of the premiums of the subsidized employee benefits, including pension, if matched by the employee per OMERS regulations, in which the employee is participating during the leave.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department, and at the same rate of pay.

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 a maximum of .5 F.T.E. (half-time) leave as arranged with the Superintendent of Human Resources or designate.

Such leave allocation shall not accumulate from school year to school year. The Union shall be invoiced for the cost of the replacement. The parties will mutually agree upon a consistent block of time (ie every morning or afternoon). Such arrangement shall be coordinated prior to the commencement of the school year. Any schedule changes throughout the school year must be requested in writing to the Superintendent of Human Resources or designate for approval.

- 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 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.

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 – in accordance with the respective insurance policy.
- (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 rebasing 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* – In accordance with the respective insurance policy.
- (g) (i) Group Life Insurance - \$90,000* straight term coverage. Reduced to \$45,000 upon reaching age 65.
(ii) Optional Group Life Insurance* will be offered to active employees at their own expense until age 65. The 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 - The plan will pay a maximum of \$300.00 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses or the purchase of contact lenses in lieu of eyeglasses, laser surgery, eye exams or any combination thereof. The full benefit is available at two year intervals to commence from the date of most recent purchase made under the vision care plan.

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.

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
Basic Dental Plan will include relining, repairing, and rebasing dentures. The dental plan shall provide for a nine (9) month recall visit
- (e) Optical (Vision) Care - The plan will pay a maximum of \$300.00 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses or the purchase of contact lenses in lieu of eyeglasses, laser surgery, eye exams or any combination thereof. The full benefit is available at two year intervals to commence from the date of most recent purchase made under the vision care plan.
- (f) Employees will be provided with \$3,000 death benefit effective the first of the month following retirement.

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 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.

Note: The benefits provided in Articles 24.03 to 24.06 shall be in accordance with those stipulated in the respective insurance policies.

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.

Please note that in addition to the above and in accordance with the respective insurance policy the following will be changed in the active and retiree post June 1, 1997 CUPE Member Benefits Handbook:

Extended Health Benefits

Vision

Deductible - Nil

100% reimbursement increased from \$150 up to a maximum of \$300 per 24 consecutive months.

Paramedical Services

All listed services will be increased from \$300 to a maximum amount of \$420 per calendar year.

Prosthetic Appliances

Custom moulded foot orthoses (orthotics), on the written prescription of a podiatrist, increased from \$150 to up to a maximum of \$200 per calendar year.

Prostatic Specific Antigen (PSA) Test

Charges for the PSA test reimbursed when authorized by a physician.

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 as set forth in Schedule "B" attached hereto.

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 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.

26.06 It is understood that workers have the right to refuse work they deem to be unsafe per the *Occupational Health & Safety Act*. Any worker expressing this right under the **Act** must report immediately to their principal and/or supervisor.

ARTICLE 27 - WORKPLACE SAFETY AND INSURANCE

27.01 (a) When an employee is injured during the performance of his/her duties and is unable to perform such duties and has applied for Workplace Safety and Insurance benefits, the employee will remain on payroll regardless of their sick leave status and will receive their pay at the 85% WSIB rate plus an additional fifteen per cent (15%) granted by the Board to equal one hundred percent (100%) of the net pay, pending the WSIB's decision on entitlement.

(b) 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 fifteen per cent (15%) granted by the Board.

- (c) 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.
- (d) If the claim is denied and the employee does not have enough sick leave credits to cover the absence then the employee will be removed from payroll and the employee's salary will be adjusted to recover the days allowed beyond the employee's allotted sick leave credits.

27.02 Safe and Timely Return to Work

- (a) Reasonable accommodation will be provided as legislatively required under the relevant sections of the **WSIA** and/or the Ontario Human Rights Code.
- (b) Both the employer and the employee will communicate with one another, throughout the period of disability, as often as required or within the parameters established in the relevant section of the **WSIA**.
- (c) During the return to work (RTW) process the employer, the union and employee will comply with the guidelines established in the Ontario Human Rights Code and **WSIA** to make every reasonable effort to accommodate the employee's pre-existing and work related disabilities/impairments.
- (d) Upon the employee's return to work the employee will receive their pre-injury rate of pay for each hour worked, and any shift premium should it apply.
- (e) In identifying and securing suitable work, the employer, the union and employee will work together to identify suitable and available work that is most comparable in nature and earnings to the worker's pre-injury job. Therefore, the return to work opportunities that these parties should be striving for are:
 - 1. Pre-injury job (starting point and overall goal)
 - 2. Pre-injury job accommodated
 - 3. Work comparable in nature and earnings to the pre-injury job
(with accommodation if required)
 - 4. Alternate work (with accommodation if required)
- (f) **WSIB** Officer will meet with the union's **WSIB** representative every four (4) weeks to review the status of all member **WSIB** claims when necessary.

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.
- 28.02 In cases where the employee submits ambiguous and/or conflicting medical note(s) and the Board requests further medical information the cost of such will be paid by the Board on presentation of an invoice.

ARTICLE 29 - UNIFORMS

- 29.01 (a) The Board shall maintain a yearly allowance to enable the flexibility for employees to select from a wider range of work clothing.
- (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 reviewing uniform related issues:
- (i) not involving associated costs that exceed the funds currently identified in the current budget for uniforms;
 - (ii) the uniform budget year will begin on September 1st each year.
 - (iii) replacement costs of damaged goods will not be factored into the yearly allowance;
 - (iv) tendering, in accordance with Board Policy, for clothing be conducted jointly by the members of the Committee.

ARTICLE 30 – POSTING OF INFORMATION

- 30.01 The Union shall have the right to post notices of interest to its members on a designated intranet site, and/or 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.

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 permanent 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 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. The seniority list shall be posted on each bulletin board by not later than November 15th of each year. 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 one thousand four hundred forty (1440) regular working hours or nine (9) months 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 9 months, 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 coverage from the following provisions: Article 19 – Vacation - except as provided for in the **Employment Standards Act** of Ontario (hereafter referred to as ESA; Article 20 – Paid Holidays – except as provided for in ESA; Article 21 – Pregnancy/Adoption/Parental Leaves – except as provided for in ESA; Article 22 – Miscellaneous Leaves of Absence; Article 24 – Employee Benefits; and Article 25 – Cumulative Sick Leave. Hourly wage will be in accordance with the pay schedule contained in Article 15.
- 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 be unavailable for work not more than three (3) times per calendar month. This unavailability 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, subject to approval prior to the call-in, in order to be exempt from the refusal being charged against him/her. A change of shift will not be considered a refusal.
- 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. The Board will maintain records for the previous and current school year.
- 32.06 (a) When a permanent position becomes available and after the posting procedure is exhausted, the permanent position shall be offered to replacement custodians in order of highest seniority within five (5) working days where possible.

- (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.

ARTICLE 33 – POLICE CHECK

- 33.01 (a) The Board shall pay all costs associated with an employee who participates in the Police check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to regulation 521/2001 or the Education Act.
- (b) The Board shall ensure that all records and information (including offence declarations and Canadian Police Information Centre (C.P.I.C.) obtained pursuant to Regulation 521/2001 of the Education Act or any subsequent regulation or law, are stored in a secure location and in a completely confidential manner.
- (c) The Board shall not release any information about an employee obtained pursuant to Regulation 521/2001 of the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE 34 - DRIVING ALLOWANCE

- 34.01 A driving allowance per mile or its equivalent in kilometers shall be paid to those authorized employees traveling regularly between two or more work locations in accordance with Board Policy.
- 34.02 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 per Board Policy.
- 34.03 The reimbursement will be determined by monthly tally/mileage sheets which will indicate the date and location of travel, and total kilometers traveled. Custodians/Preventative Maintenance staff will complete the sheets monthly and forward them to their immediate supervisor for verification and approval.
- 34.04 In addition to the allowance identified under 34.02 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
- 34.05 Notwithstanding the above, such employees will be required to provide three written estimates of insurance, with one estimate from an agent of the Board's choice. The Board will only be required to reimburse to the lowest estimate.

ARTICLE 35 - CONTRACTING OUT

- 35.01 (a) The Greater Essex County District School Board is committed to open communication and a transparent process in regard to the contracting out of work that would be considered bargaining unit work.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) When requested by the President of Local 27, C.U.P.E., the Board will meet with representatives of this local to discuss the manner in which the foregoing statement has been applied in any particular case.

ARTICLE 36 - STRIKES AND LOCK-OUTS

- 36.01 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.
- 36.02 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 37 - TERM OF AGREEMENT

- 37.01 This Agreement shall be binding and remain in effect from September 1, 2008 to August 31, 2012 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, 2012.
- 37.02 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.

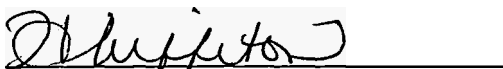
37.03 It is agreed, however, that where such notice requests revision, both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

Dated at Windsor, Ontario, this 8th day of November 2008.

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


Chairperson of the Board


Chairperson of Negotiations
Policy Committee



Director and Secretary of the Board



Chief Negotiator
gotiato

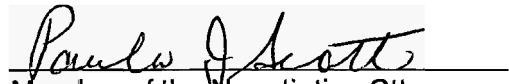

Manager of Facility Services

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


Area Representative


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


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


Member of the Negotiating Cttee


Member of the Negotiating Cttee.


Member of the Negotiating Cttee.

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

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.
 - (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.
 - (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 Human Resources Department.
 - (b) The Human Resources Department 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 Human Resources Department of any sick leave credit or sick leave absence shall be subject to appeal in accordance with the Grievance and Arbitration procedure.
 - (c) The Human Resources Department 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 (1½) 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.
 - (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 the Facility Services Department during the first day on which such employee is absent from his/her work, and two (2) hours prior to the time at which he/she would normally commence his/her duties.
 - (b) Absences of more than five (5) working days shall be reported upon return to work of an employee or during his/her absence if requested, on a duly completed Medical Certificate.

- NOTE: The attending physician's Medical Certificate referred to in (b) above shall be completed as soon as practical.
- (c) The Sick Leave Report Form including physician's Medical Certificate 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 Human Resources Department 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 Human Resources Department 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 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.
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.

SCHEDULE "C"**SALARY SCHEDULE
For the period September 1, 2008 to August 31, 2012**

	Effective 2008 09 01	Effective 2009 09 01	Effective 2010 09 01	Effective 2011 09 01
<u>CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATES</u>			
Custodian (including Courier)	\$ 21.28	\$ 21.92	\$ 22.58	\$ 23.25
Building Maintenance	\$ 22.55	\$ 23.22	\$ 23.92	\$ 24.64
• Grounds Maintenance	\$ 22.55	\$ 23.22	\$ 23.92	\$ 24.64
• Electrical/Mechanical Mtce.	\$ 23.20	\$ 23.89	\$ 24.61	\$ 25.35
Preventive Maintenance	\$ 23.20	\$ 23.89	\$ 24.61	\$ 25.35
Replacement Custodian	\$ 15.23	\$ 15.69	\$ 16.16	\$16.65

LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)**

and

**CUSTODIAL AND MAINTENANCE WORKERS
Represented by
CUPE LOCAL 27
(hereinafter referred to as the Union)**

Strikes and Lockouts

- 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.

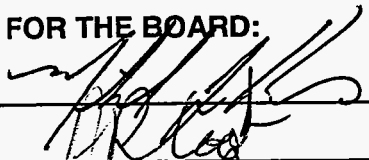
The Union agrees that it will not direct, intimidate, coerce or otherwise influence its members to not cross the picket line of another CUPE Local that is in a legal strike position.

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 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 22nd day of October 2008.

FOR THE BOARD:



 Daniel Mayne
 Nancy

FOR THE UNION:



 Pauline J. Scott
 John P. Offler
 Pat J. D. ...
 Jeff ...

 Bonnie Moore

LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)**

and

**CUSTODIAL AND MAINTENANCE WORKERS
Represented by
CUPE LOCAL 27
(hereinafter referred to as the Union)**

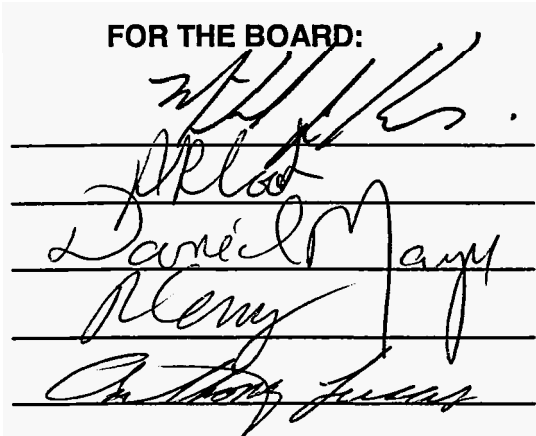
Friday Afternoon Shift Hours

Notwithstanding the provision of Article 14 of the Collective Agreement, the parties agree, that a Schedule for Friday Afternoon Shift Hours will be established and published at the beginning of each school year per the Facility Services Department.

1. The early Friday afternoon shift will remain in effect, on a biweekly basis, starting September 14, 2001 and not foregoing the conditional guidelines the hours will be 12:00 P.M. to 8:30 P.M.
2. It is important to note that the early Friday afternoon shift will be allowed for each custodian but conditional upon the following parameters:
 - (a) Personal sick leave usage will not exceed seven (7) days over a twelve (12) month period and three (3) or more incidents of absence within that period.
 - (b) Custodial performance will be at a satisfactory level as determined by both Principal and Supervisor.
3. Failure to meet either of the above-noted conditions may result in the loss of the early Friday afternoon for a period of six (6) months, not including the summer months of July and August.
4. This practice may, at Management's discretion, be discontinued with thirty (30) days notice.

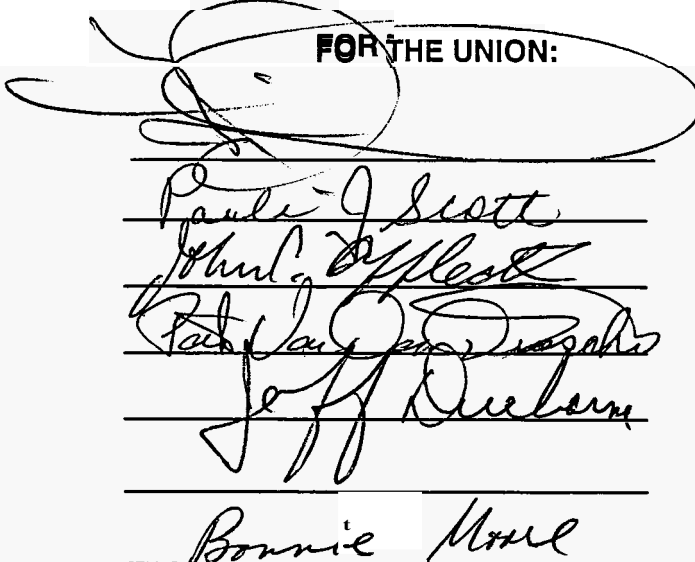
Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:



Handwritten signatures for the Board on a lined background. The signatures are: [unclear], [unclear], Daniel Mandy, Mary, and Anthony Jones.

FOR THE UNION:



Handwritten signatures for the Union on a lined background. The signatures are: [unclear], Paul J. Scott, John J. Fleet, Pat [unclear], Jeff Debern, and Bonnie More.

LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)**

and

**CUSTODIAL AND MAINTENANCE WORKERS
Represented by
CUPE LOCAL 27
(hereinafter referred to as the Union)**

Modified Work

Pursuant to Article 27 & 28:

The Board and the Union agree that the Board will:


1. Provide the designated WSIB representative of the Union information pertaining to members workplace injuries within ten (10) working days of notification of an injury.
2. Provide to the designated representative of the Union notification of Return to Work **as** soon as possible:
 - Name of Worker
 - Location
 - Date of Return to Work
 - Type of Accommodation
3. Provide such information, as referenced in #2, by e-mail transmission to the designated representative of the Union, during the normal reporting process.
4. When such meetings are deemed necessary the WSIB Officer will involve the Union in meeting of workplace accommodation.
5. The Board shall use its best efforts to place an employee on modified work at the employee's pre-injury location and shift.

This Letter of Understanding is subject to any legislation or regulative change, specifically as it relates to the following Acts: *The Workplace Safety & Insurance Act, The Ontario Health & Safety Act, The Municipal Freedom of Information and Protection of Privacy Act.*

Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:

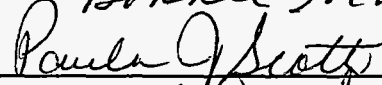




FOR THE UNION:



Bonnie Moore


LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
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**CUSTODIAL AND MAINTENANCE WORKERS
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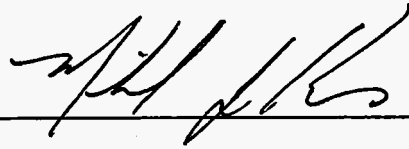
Promotable Positions


WHEREAS, the Board and the Union agree that for promotable positions in conjunction with Article 12.02, Job Postings, of the Collective Agreement:

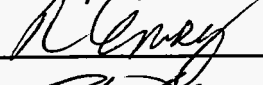
1. For individuals to be considered for replacement on-job-training positions they must achieve a passing score of 60% or greater in the placement process.
2. ~~To~~ be considered for a permanent position they must achieve a passing score of 75% or greater in the placement process.
3. One criterion for scoring is that a written and/or practical test would account for at least 60% of the individual's total score.
4. Seniority shall be the determining factor for all candidates who achieve a passing score.


Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:










 Daniel Magee

FOR THE UNION:



 Paul J. Scott

 John. Appleby

 Gretchen Quessada

 X

 Bonnie Moore

LETTER OF UNDERSTANDING**Between****THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)****and****CUSTODIAL AND MAINTENANCE WORKERS****Represented by
CUPE LOCAL 27****(hereinafter referred to as the Union)****OVERTIME – Standard Procedure**

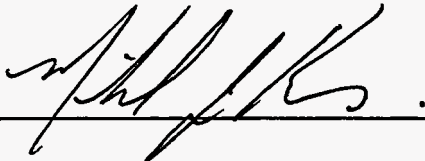
1. All overtime will be approved by the Coordinator of Operations or his designate.
2. Overtime hours will be charged out per the Collective Agreement.
3. Overtime shall commence at the end of a scheduled shift.
4. Overtime will be allocated by school. If everyone from the school refuses the overtime the supervisor will allocate the overtime to the employees working in the closest school to the school requiring overtime – in order of lowest overtime and by seniority (the employee working will be charged overtime on their school's overtime list).
5. Overtime will be allocated by seniority initially (beginning of each year) then by the lowest number of hours credited at the time the overtime occurs, except for emergencies.
6. Overtime will be allocated based on the percentage of time worked at the school (full-time equivalent). Note: custodians opening schools are not entitled to school overtime unless they have work hours in the school i.e. two hours or more of regular work. Emergency situations, per the collective agreement, will be paid at the overtime rate but the employee must work the extra hours to make up their eight-hour shift.
7. All overtime worked or refused will be charged (employee must be contacted at least 24 hours prior to the overtime to be charged).
8. Overtime will be assigned by the supervisor in accordance with the Collective Agreement.
9. The overtime period for equalization purposes will run from the beginning of a school year to the end of a school year (excluding summer rentals, construction, etc.).
10. The overtime credits of all custodians in a particular school should be kept to within four (4) hours of the percentage allocation by the end of the year.
11. A school overtime sheet will be posted in the custodial room of each school. It will be brought up to date on a weekly basis by the supervisors.
12. The supervisor will ask the custodian with the lowest overtime hours (senior custodian if equal low hours) to work the overtime.

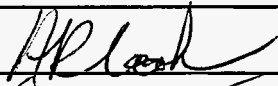
- 13. Seniority or Replacement Custodians who work two weeks or more (even if there is a five (5) day break between times in the school) in a school will be added to the overtime list while at that school.
- 14. If an employee is off work when the overtime was posted:
 - (a) for a period of up to ten (10) working days – the employee will not be charged the overtime
 - (b) for a period of more than ten (10) working days – the employee will be charged all hours posted, after the original ten (10) working days.
- 15. Overtime will not be offered to employees who are on vacation – from the end of their last worked shift to the start of their next working day.
- 16. All overtime must be worked during the hours assigned.
- 17. Permanent employees posting into the school will be assured overtime hours equal to the average for all employees in the building, relating to their work hours per day in the building – hence percentage overtime allocation.
- 18. Overtime refused should not be charged if employee is attending Union Business.
- 19. All overtime coverage for rentals will be per Board Rental Policy.
- 20. In the event of an absence of a day custodian, the afternoon custodian, as identified in 12.01(f), shall work the day position. The area of the afternoon custodian filling the day position will be covered either by four (4) hours of overtime or four (4) hours of replacement.
- 21. Any disputes arising from this Overtime – Standard Procedure may be grieved pursuant to Article 10 – Grievance Procedure, and Article 11 - Arbitration of the Collective Agreement.

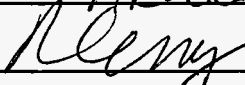
Dated at Windsor, Ontario, this 22nd day of October 2008.

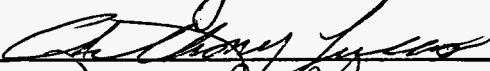
FOR THE BOARD:


FOR THE UNION:

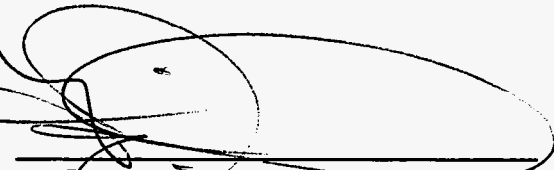


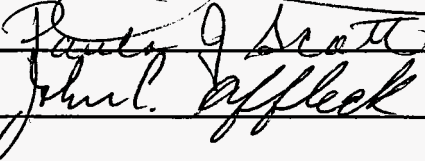


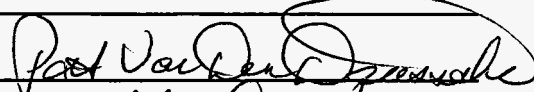


















LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)

and

CUSTODIAL AND MAINTENANCE WORKERS
Represented by
CUPE LOCAL 27
(hereinafter referred to as the Union)

Video Surveillance

It is the Board's position that security cameras in the workplace will not be used for the purposes of "monitoring at large" the work performance of CUPE Local 27 members.


There will be no video surveillance placed where members have a reasonable expectation of privacy.


The video surveillance shall not contravene the Collective Agreement.


The Employer will permit the Union President or his/her designate to view the videotape, which the Employer intends to introduce into evidence, at Step 3 of the Grievance Procedure or prior to Arbitration.


Dated at Windsor, Ontario, this 22nd day of October 2008.


FOR THE BOARD:






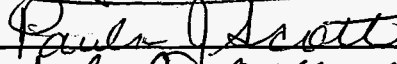








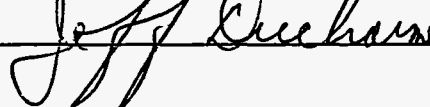
FOR THE UNION:

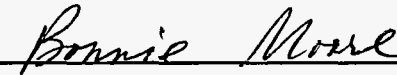












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CUSTODIAL AND MAINTENANCE WORKERS
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Re: ARTICLE 29 - UNIFORMS

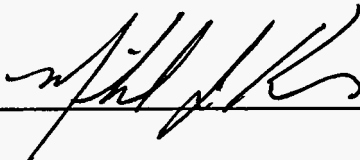
Pursuant to Article 29 - Uniforms, the Board and the Union agree to the following uniform allowances effective September 1, 2007:

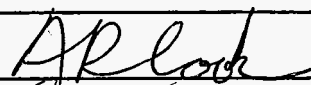
- Building Maintenance and Preventive Maintenance staff will be entitled to Three Hundred and Seventy (\$370) Dollars per budget year (September 1 – August 31).
- Custodial staff will be entitled to One Hundred and Eighty (\$180) Dollars per budget year (September 1 – August 31).
- Replacement Custodial staff will be entitled to One Hundred and Eighty (\$180) Dollars per budget year (September 1 – August 31).

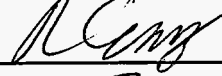
The Board agrees to request a tender price for Canadian union-made items in every category. These items will be offered subject to the vendor's ability to provide them.


Dated at Windsor, Ontario, this 22nd day of October 2008.

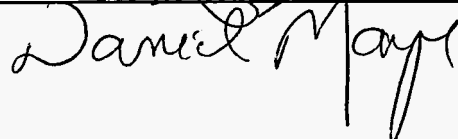
FOR THE BOARD:









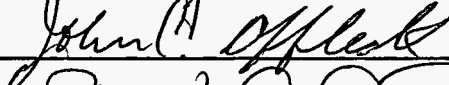





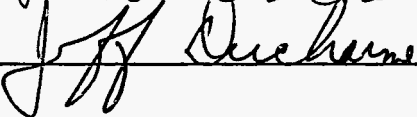
FOR THE UNION:














LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)**

and

CUSTODIAL AND MAINTENANCE WORKERS

**Represented by
CUPE LOCAL 27**

(hereinafter referred to as the Union)

School Closure


In a situation of school closure, where a member of the Union has declared himself/herself sick prior to the closure of his/her school for the day(s) of the closure and changes his/her status on the day(s) of the closure after the closure has been declared, the day(s) of the closure shall be paid but not charged to his/her sick leave days.

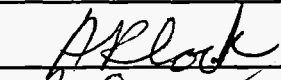
This Letter of Understanding does not apply to absences commencing before the day(s) of the closure and continuing after the day(s) of the closure where such absences due to illness are for a period of five (5) consecutive school days or more. Nothing in this Letter of Understanding affects the right of the Board to reassign CUPE Local 27 bargaining unit members during the school closure.


Dated at Windsor, Ontario, this 22nd day of October 2008.


FOR THE BOARD:


FOR THE UNION:

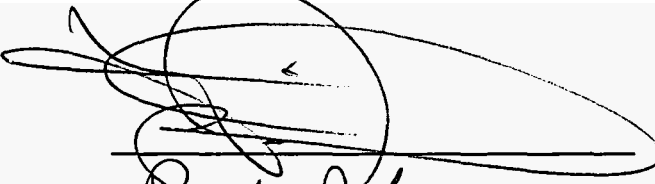


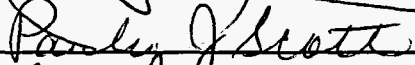


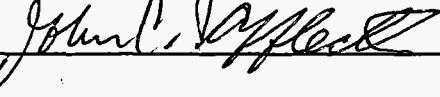


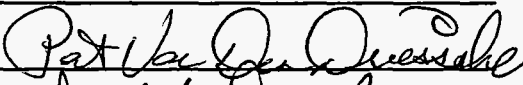


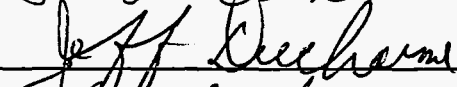


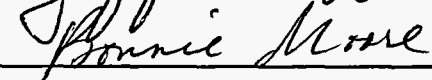












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THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
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CUPE LOCAL 27
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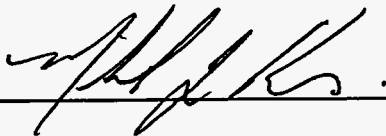
March Break

1. Available jobs in March Break will be posted and assigned based on seniority.
2. Less senior employees who do not have vacation or lieu time will be granted an unpaid leave of absence upon written request for such leave.

Dated at Windsor, Ontario, this 22nd day of October 2008.

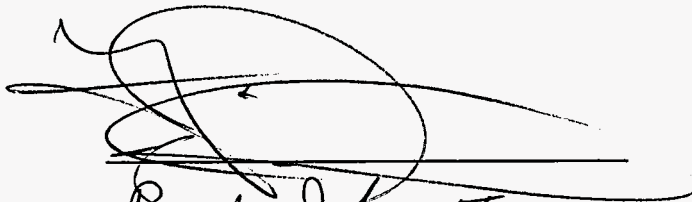
FOR THE BOARD:

FOR THE UNION:



 AKlach
 R Emery

 Anthony Jones
 Daniel Maye



 Paula J. Scott
 Jan C. Pfect

 Oat Van Der Dyck
 Jeff Ducharme
 Bonnie Moore

LETTER OF UNDERSTANDING

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**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
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CUSTODIAL AND MAINTENANCE WORKERS

**Represented by
CUPE LOCAL 27**

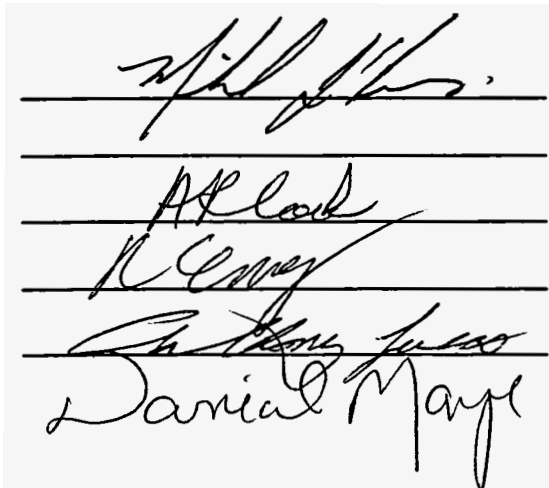
(hereinafter referred to as the Union)

Day Custodial Position

1. It is agreed that no reduction to the day custodial compliment will be made to schools with an FTE enrolment greater than 400.
2. Consultation will be held with the Union prior to any changes to the day custodial compliment to schools with an FTE of less than 400.

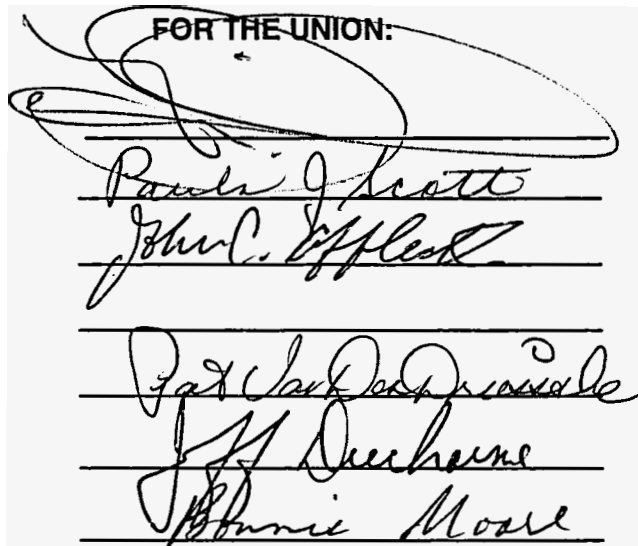
Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:



Handwritten signatures for the Board on a set of four horizontal lines. The signatures are: 1. A large, stylized signature. 2. A signature that appears to be "A. Cook". 3. A signature that appears to be "R. Evey". 4. A signature that appears to be "Daniel Mays".

FOR THE UNION:



Handwritten signatures for the Union on a set of four horizontal lines. The signatures are: 1. A large, stylized signature. 2. A signature that appears to be "Paul J. Scott". 3. A signature that appears to be "John C. Appleton". 4. A signature that appears to be "John C. Appleton". 5. A signature that appears to be "J. A. Dechaine". 6. A signature that appears to be "Bonnie Moore".

LETTER OF UNDERSTANDING

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**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
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**CUSTODIAL AND MAINTENANCE WORKERS
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CUPE LOCAL 27
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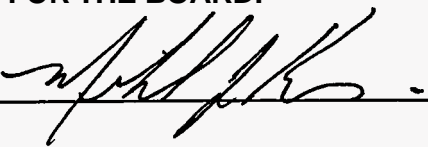
New Schools, Amalgamations and Closures

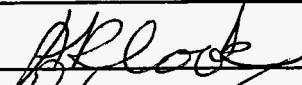
1. In the event that a new school is opened and it is not related to an amalgamation or transfer of an existing school, all positions will be posted.
2. When two or more schools are amalgamating, resulting in a new school, the most senior staff with 8 hours in the school on the day shift, the afternoon shift and the midnight shift, will retain their position.
3. In the event of a school closure or a reduction of hours, the junior person in each school will be affected by the reduction of hours.
4. (i) If the custodian is without a position as a result of reduction of hours, that custodian will be considered to be a surplus custodian. The surplus custodian will have the opportunity to post for a position as they become available and be placed in an agreed upon vacant position.

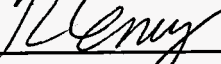
(ii) The above-mentioned posting will not count as a posting for Article 12.01 (c) for a period of 12 months from the date of becoming a surplus custodian.

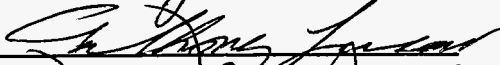
Dated at Windsor, Ontario, this 22nd day of October 2008.

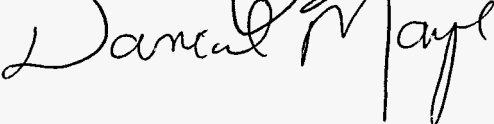
FOR THE BOARD:






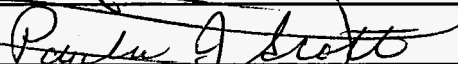





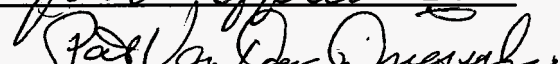



FOR THE UNION:

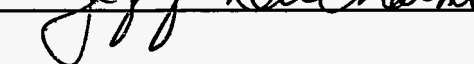


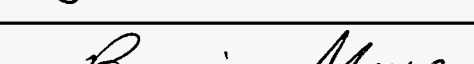















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CUSTODIAL AND MAINTENANCE WORKERS
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Job Posting - Article 12.01 (f)

The Board agrees that within 30 days of ratification of the 2008 – 2012 collective agreement it will post positions left vacant in accordance with article 12.01 (f).

The Board further commits to make every effort to maintain a temporary replacement pool of no less than 30 replacement custodians.

Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:

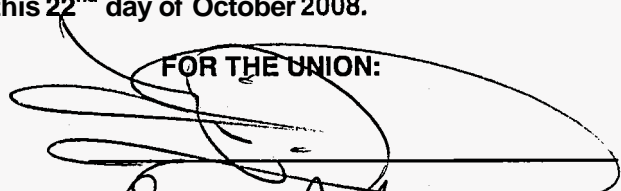
MR Cook

R Emery

Anthony Lewis

Daniel Magee

FOR THE UNION:



Paula J Scott

John C. Pflieger

Patricia D. Quinlan

Jeff Dechaine

Bonnie Moore

LETTER OF UNDERSTANDING

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**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
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**CUSTODIAL AND MAINTENANCE WORKERS
Represented by
CUPE LOCAL 27
(hereinafter referred to as the Union)**

TESS Pilot Project

The Board agrees to consult with the Union on the implementation of a pilot TESS project.

A multi stepped implementation plan will begin no later than February 2009.

Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
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Student Supervision

The Greater Essex County District School Board and the CUPE Local 27 agree that in no case shall general student supervision be assigned to a classification or position in this bargaining unit, where supervision is not a core duty of that classification.

This does not diminish any employee's obligation to assist in emergency situations under the *Safe Schools Act*.

Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
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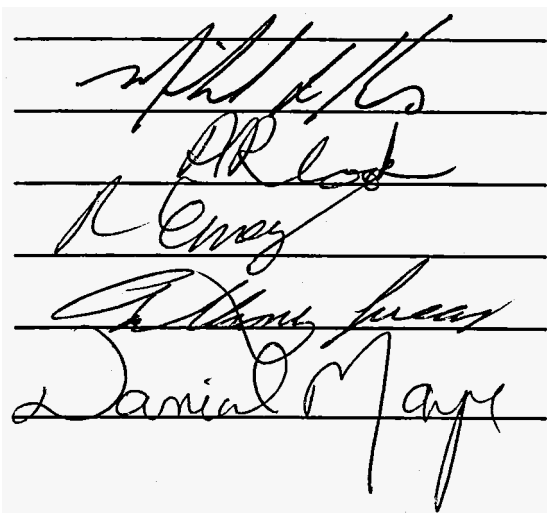
CUSTODIAL AND MAINTENANCE WORKERS
Represented by
CUPE LOCAL 27
(hereinafter referred to as the Union)

Flushing of Water Systems

Should there be changes in the requirements of flushing which impact the work load of employees, changes will be made commensurate with the degree of change in requirement. Any required change in staffing levels will be in accordance with the Provincial Discussion Table Agreement dated May 27, 2008.

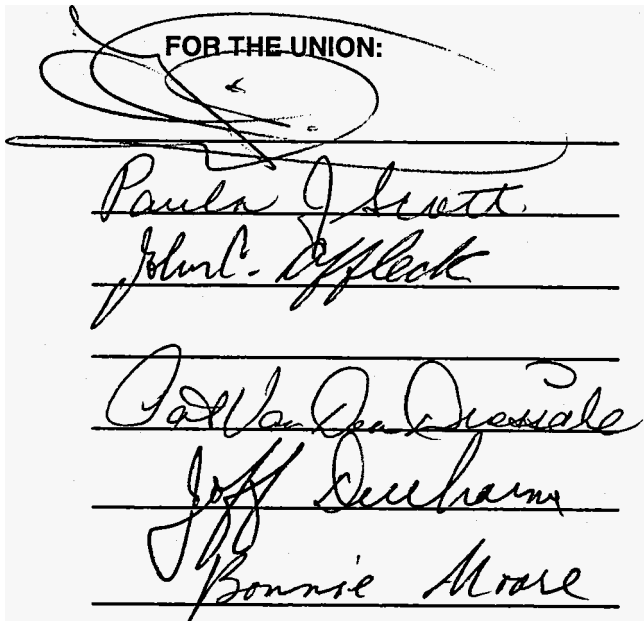
Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:



Handwritten signatures on lined paper for the Board, including names like Phil K/Co, PR Lock, K Emery, Anthony Lewis, and Daniel Mage.

FOR THE UNION:



Handwritten signatures on lined paper for the Union, including Paula J Scott, John D. Duffek, Gail Van Der Duyn, Jeff Durham, and Bonnie Moore.

LETTER OF UNDERSTANDING

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Heating and Ventilation

The Manager of Facility Services will strike a committee to solicit input which will be used in the preparation of a document which will serve as a guideline for all heating and ventilation of school board buildings as it relates to occupant comfort throughout the year.

This committee shall be struck within sixty (60) days of ratification of the collective agreement and the Union may submit up to maximum of four (4) representatives for the committee.

This committee may meet on a stand alone basis or in conjunction with regularly scheduled Labour Management Meetings. The aim is to have the document in place for implementation by June 30, 2009.

Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)**

and

**CUSTODIAL AND MAINTENANCE WORKERS
Represented by
CUPE LOCAL 27
(hereinafter referred to as the Union)**

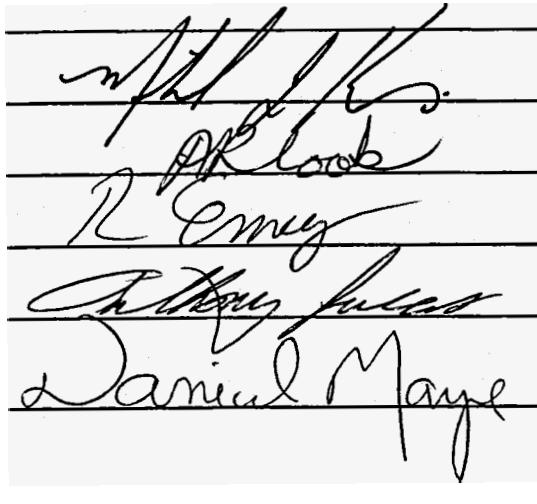
Employee Health Committee

The Board commits to the development of an Employee Health Committee which will have representation of all bargaining units including CUPE 27. The purpose of the Committee is for stakeholders to provide input on the development of procedures to support employees in the returning to work and workplace accommodations that are necessary for both occupational and non-occupational injuries/illness.

The Committee's first meeting will take place before January 1, 2009. Every effort will be made for the development of system wide guidelines by September 1, 2009.

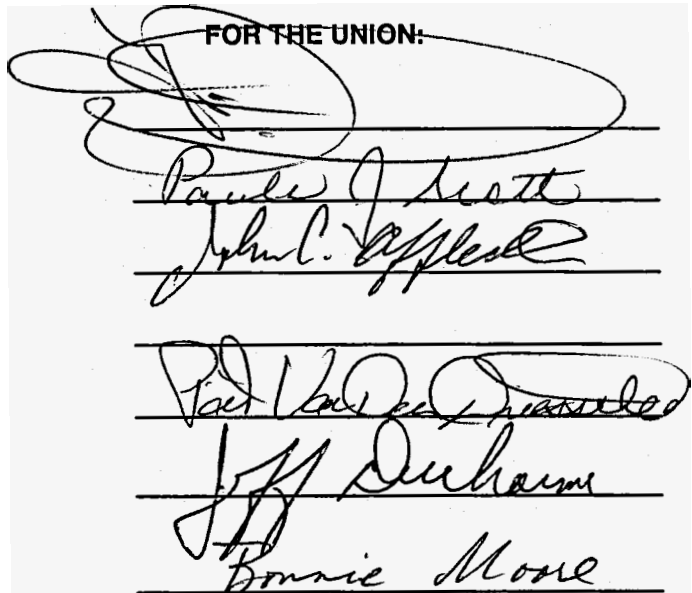
Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:



Handwritten signatures for the Board on lined paper. The signatures are: [Signature 1], [Signature 2], R. Emery, [Signature 3], and Daniel Magee.

FOR THE UNION:



Handwritten signatures for the Union on lined paper. The signatures are: [Signature 1], Paul J. Scott, John C. [Signature], [Signature], Jeff Durham, and Bonnie Moore.

LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)**

and

**CUSTODIAL AND MAINTENANCE WORKERS
Represented by
CUPE LOCAL 27
(hereinafter referred to as the Union)**

Provincial Discussion Table (PDT) Agreement

The Greater Essex County District School Board and CUPE 27 hereby acknowledge their acceptance of the terms and conditions of the PDT Agreement signed May 27, 2008.

Base line permanent staffing (custodians only) full time equivalent (FTE) numbers for the bargaining unit for all PDT staffing issues will be set at the May 27, 2008 levels. For information purposes only, the FTE (custodians only) as at May 27, 2008 was 224.88 and 25 for BM/PM.

Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:

[Handwritten signatures for the Board: M. K., P. R., R. Enay, Peter Jones, Daniel Mays]

FOR THE UNION:

[Handwritten signatures for the Union: Paula J. Scott, John P. Appleton, Paul Wade, Jeff Duchern, Bonnie Moore]

LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)

and

CUSTODIAL AND MAINTENANCE WORKERS
Represented by
CUPE LOCAL 27
(hereinafter referred to as the Union)

Benefits

In accordance with the terms of the Provincial Discussion Table (PDT) Agreement for the 2008 – 2012 collective agreement between the Greater Essex County District School Board and CUPE Local 27 the parties agree that the additional annual enhancement of benefits effective September 1, 2010 shall be first applied as follows:

- Generic Drug Coverage for the top ten (10) seniority replacement custodians who work forty (40) hours per week - \$2.00 deductible. Coverage is in accordance with the respective master policy.
- Vision care increase to \$350 per 24 consecutive months
- Extended health increase to \$500 per calendar year

Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)**

and

CUSTODIAL AND MAINTENANCEWORKERS

**Represented by
CUPE LOCAL 27**

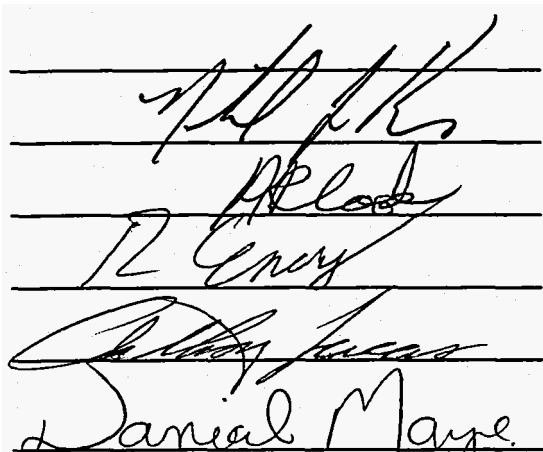
(hereinafter referred to as the Union)

Joint Professional Development Committee

1. The Greater Essex County District School Board and the CUPE Local 27 have agreed to a philosophy which encourages professional development for all members.
2. An ad hoc professional development committee with representation from management and CUPE Local 27 shall be established. CUPE Local 27 is recognized as an equal participant in the professional development committee.
3. In accordance with the Provincial Discussion Table (PDT) Agreement the parties agree to allocate monies provided during the 2008-2009 and/or 2009-2010 school year for professional development and training opportunities for all bargaining unit members. The enhancements for professional development shall be the ratio between CUPE Local 27 FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 financial statements. The Board shall share the financial analysis and calculations of this allocation with CUPE Local 27.
4. It is agreed that this professional development committee will meet within 30 days of ratification to review professional development issues and make decisions for upcoming professional development opportunities for members during the 2008-2009 and/or 2009/2010 school year.
5. Mutually agreed upon items will be forwarded to the appropriate Board personnel for implementation.

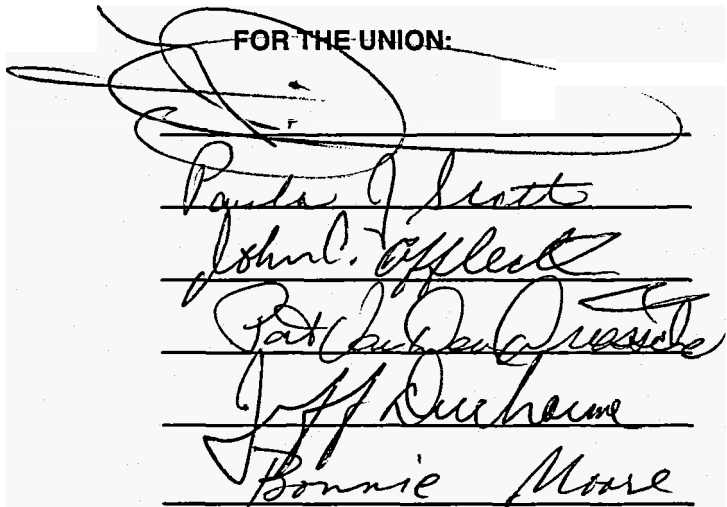
Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:



Handwritten signatures for the Board on a set of five horizontal lines. The signatures are: 1. A stylized signature starting with 'M'. 2. A signature starting with 'A'. 3. A signature starting with 'R'. 4. A signature starting with 'C'. 5. The name 'Daniel Mays' written in cursive.

FOR THE UNION:



Handwritten signatures for the Union on a set of five horizontal lines. The signatures are: 1. A large, circular scribble. 2. The name 'Paula J. Scott' written in cursive. 3. The name 'John. Affleck' written in cursive. 4. The name 'Patricia D. Durrant' written in cursive. 5. The name 'Jeff Duhaime' written in cursive. 6. The name 'Bonnie Moore' written in cursive.

LETTER OF UNDERSTANDING**Between****THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter referred to as the Board)****and****CUSTODIAL AND MAINTENANCEWORKERS****Represented by****CUPE LOCAL 27****(hereinafter referred to as the Union)****OMERS CONTRIBUTORY EARNINGS**

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

Contributory earnings must include all regular recurring earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- e Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- e Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- e Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- e Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CCP) the balance of the extension period becomes unpurchasable service;

- e Stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member's normal job;
- e Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement)
- e Ongoing taxable payments to pay for costs (for example, educational or car allowance);
- e Taxable premiums for life insurance;
- e Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;
- e Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

Dated at Windsor, Ontario, this 22nd day of October 2008.

FOR THE BOARD:

M. K.
R. Lock
R. Enry
Anthony Lucas
Daniel Maje

FOR THE UNION:

John C. Affleck
Paul J. Scott
Pat Van Der Zwaag
Jeff Dechame
Bonnie More