



Windsor-Essex Catholic District School Board

Agreement

Between

**THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL
BOARD**

And

**CAW LOCAL 2458
CUSTODIANS AND MAINTENANCE
BARGAINING UNIT**

September 1, 2008 to August 31, 2012

12289 (04)

INDEX

ARTICLE 1 - PURPOSE.....	5
ARTICLE 2 - RECOGNITION	5
ARTICLE 3 - UNION MEMBERSHIP AND CHECK OFF	5
ARTICLE 4 - PROBATIONARY EMPLOYEES.....	6
ARTICLE 5 - RELATIONSHIP	7
ARTICLE 6 - MANAGEMENT RIGHTS.....	8
ARTICLE 7 - NEGOTIATING COMMITTEE AND COMMITTEE PERSONS.....	9
ARTICLE 8 – GRIEVANCE PROCEDURE.....	10
ARTICLE 9 - ARBITRATION	11
ARTICLE 10 - DISCHARGE AND SUSPENSION CASES/ACCESS TO PERSONNEL FILES..	12
ARTICLE 11 - SENIORITY.....	13
ARTICLE 12 - LEAVE OF ABSENCE	15
ARTICLE 13 - JOB POSTINGS.....	18
ARTICLE 14 - COMPASSIONATE LEAVE	21
ARTICLE 15 - PREGNANCY/PARENTAL/ADOPTION LEAVE	22
ARTICLE 16 – HOLIDAYS.....	22
ARTICLE 17 - VACATIONS.....	23
ARTICLE 18 - STRIKES AND LOCKOUTS.....	26
ARTICLE 19 - SICK LEAVE	26
ARTICLE 20 - HEALTH AND WELFARE.....	28
ARTICLE 21 – HOURS OF WORK, OVERTIME AND WORKING CONDITIONS.....	30
SCHEDULE “A” – FAMILY OF SCHOOLS.....	35
ARTICLE 22 - UNIFORMS.....	36
ARTICLE 23 - WAGES	37
ARTICLE 24 - GENERAL	39
ARTICLE 25 - DURATION AND TERMINATION	39
ARTICLE 26 - HEALTH & SAFETY	40
LETTERS OF INTENT.....	42
1. CONTRACTING OUT	42
2. JOINT COMMITTEE ON BENEFITS.....	42
3. NO LAY – OFF	42
4. ADDITIONAL LETTER OF INTENT.....	42
5. HOURS OF WORK.....	42
6. NEW LETTER OF INTENT	43
LETTER OF UNDERSTANDING – Custodial Workload Committee.....	44
NEW LETTER OF UNDERSTANDING - Funding Daycare/Latchkey.....	44
LETTER OF UNDERSTANDING – Modified Work/Accommodation	45
APPENDIX "A" – Part-Time Custodians.....	46
LETTER OF AGREEMENT – Joint Committee	49
LETTER OF AGREEMENT – Joint Professional Development Committee	49
LETTER OF AGREEMENT – Woman’s Advocate	50
LETTER OF UNDERSTANDING - PDT.....	51
LETTER OF UNDERSTANDING - PDT.....	52
LETTER OF UNDERSTANDING – Benefits Committee.....	52

LETTER OF UNDERSTANDING – Baseline Staffing.....	52
LETTER OF UNDERSTANDING –Water Flushing	52
LETTER OF UNDERSTANDING- PDT.....	53
LETTER OF UNDERSTANDING – Absentee Utility Positions	53
LETTER OF UNDERSTANDING – Re: Custodial Staff.....	54
LETTER OF UNDERSTANDING - PDT.....	54

FOREWORD

This Agreement, resulting from collective bargaining between the Windsor-Essex Catholic District School Board and the National Automobile, Aerospace, Transportation and General Worker Union of Canada (CAW-Canada) and its local 2458 is for the purpose of producing the most favourable relationship between the employees and the employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all.

“The Union urges the members to consult with their Committee Persons concerning any matter pertaining to the provisions of this Agreement.”

ARTICLE 1 - PURPOSE

1:01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Board and certain classifications of its employees represented by the Union in order to secure prompt and equitable disposition of grievances and to maintain satisfactory hours, wages and working conditions for all employees covered by this Agreement. The Union agrees that it will not interfere with normal operation of the schools for which the Board is responsible.

ARTICLE 2 - RECOGNITION

2:01 The Board recognizes that the Union shall be the sole bargaining agent for all employees of the Board, save and except forepersons, persons above the rank of foreperson, office staff, professional teaching staff and persons covered under other existing Collective Agreements.

2:02 It is agreed that the officers of the Local Union, National Union or nominees, may enter any of the schools under the jurisdiction of the Board at reasonable times on Union Business provided that such entry shall not disrupt the normal routine of members of the Union. They must notify the Principal or Secretary of their presence upon arriving using sign-in book.

2:03 It is agreed that from time to time it is necessary to employ skilled tradesmen to maintain and repair School Board premises and nothing contained in this Agreement shall be interpreted to prevent the Board from continuing this practice.

2:04 The Board undertakes that it will not enter into any other agreement or contract with employees within the bargaining unit either individually or collectively.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK OFF

3:01 The Board shall deduct from each employee within the bargaining unit, the initiation fee, and from the first pay of each month the monthly dues as are levied by the National Automobile, Aerospace, Transportation and General Worker Union of Canada (CAW – Canada) in accordance with its constitution and by-laws. It shall be a condition of remaining in the employment of the Board that each such employee authorizes deductions.

3:02 The Financial Secretary of the Local Union will notify the Board in writing of the amount of Union dues and/or initiation fee to be deducted in line with the constitutional requirements of the National Union.

3:03 It is mutually agreed that all present employees of the Board and all future employees of the Board coming within the scope of this Collective Agreement and upon completion of their probationary period shall, as a condition of their employment or continued employment, become members of the Union. Such membership shall be maintained in good standing.

- 3:04 (a) The dues, initiation fees and other levies deducted from all employees within the bargaining unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Board to the Union not later than the 20th day of each month.
- (b) Member check-off will be in accordance with the CAW Constitution.
- (c) The Board will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 3:05 During the term of this Agreement, the Board agrees to furnish the Union with a written list of any and all new employees not later than thirty (30) days from hiring.
- 3:06 Notwithstanding the provisions of Article 3:01, the Union shall have the right to have the dues deducted on a weekly basis, if necessary, and the Board shall comply with such request after having received official notice and allowing sufficient time for computer adjustments.
- 3:07 The Board agrees that the annual amount of dues paid during the year shall be shown on the employee's T4 slip.
- 3:08 The Board will allow a representative of the Union to address new employees privately at the time of Board orientation for a period not to exceed one half (½) hour.
- 3:09 The Board agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, ½ hour per year.

This first such dues deduction will be made from employee's first pay following completion of their probationary period. Thereafter, dues deductions will be made in January of each succeeding year or upon completion of one month's work in the calendar year. These deductions along with the names of the employees shall be remitted to the financial secretary of the local union.

ARTICLE 4 - PROBATIONARY EMPLOYEES

- 4:01 A probationary employee shall not attain seniority until he/she has been so employed by the Board for an aggregate probationary period of eighty (80) working days during any twelve (12) consecutive month period after which time he/she shall acquire the seniority status and obligations of a permanent employee under this Agreement, provided that all benefits will be provided to employees after sixty (60) working days.

The seniority and vacation entitlement only of any probationary employee shall date eighty (80) working days prior to the date on which he acquires seniority status. Vacation entitlement for probationary employees shall be in the extent as herein provided under Article 17 of this Agreement. In the

event a probationary employee ceases to be employed by the Board such entitlement shall be in accordance with the Employment Standards Act.

4:02 It is mutually agreed that probationary employees shall not work in excess of the hours provided herein for permanent employees.

4:03 The wage rate for probationary employees shall be one dollar (\$1.00) an hour less than the permanent employee rates.

ARTICLE 5 - RELATIONSHIP

5:01 As it is the common goal of the Board and the Support Staff to provide the best possible Catholic education for the children of this community; and

5:02 In order to achieve that common goal it is essential that the Board and the Support Staff maintain the harmonious relationship which exists between them;

5:03 The Board and Support Staff agree that this collective agreement shall be applied in a manner which fully supports the basic equality of all staff;

5:04 The Board and Support Staff further agree that every employee has a right to freedom from all forms of harassment.

5:05 It is the desire of both parties to specify within this agreement the conditions of employment together with the salaries, employee benefits and allowances which govern the parties who are covered by this agreement.

5:06 The Board agrees that there will be no discrimination, interference, restraint, intimidation or coercion, by its members or representatives, exercised or practiced upon any employee because of membership in the Union.

5:07 The Board will develop policies and procedures which are fair, reasonable, consistent, and communicated to the employee with copies to the Chairperson and Local Union.

5:08 The parties agree that harassment will not be tolerated in the workplace. In the event an allegation of harassment is reported, the Union Committee and the Management Committee will meet as soon as possible to discuss and investigate the matter fully. All complaints will be handled with the utmost tact and timeliness. (First meeting no later than two working days.)

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome: that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the provincial Human Rights Code. All employees are expected to treat others with dignity and respect and to discourage harassment.

The workplace is defined as any Board facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures or taunting about a person's body, disability, attire, or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.;
- Unwanted physical conduct such as touching, patting, pinching, etc.;
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that is not intended to undermine the dignity of the individual.

Neither is this policy meant to inhibit free speech or interfere with normal social relations.

The Union recognizes that it shares a joint responsibility with the employer to discourage workplace harassment.

ARTICLE 6 - MANAGEMENT RIGHTS

6:01 The Union recognizes the right of the Board to hire, direct and classify, promote, demote, transfer, or suspend or otherwise discipline or discharge any employee for just cause, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

6:02 The parties agree that a lesser standard of just cause may be applied in the case of probationary employees.

6:03 The Union further recognizes the undisputed right of the Board to operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time policies and procedures to be observed by the employees.

At least 30 days prior to the implementation of any new or amended policies or procedures, the Union Committee will be consulted and their concerns

considered by the Board. All policies and procedures shall be subject to the terms of the Collective Agreement.

ARTICLE 7 - NEGOTIATING COMMITTEE AND COMMITTEE PERSONS

7:01 Committee Persons

The Board acknowledges the right of the Union to appoint or otherwise select a Committee consisting of one (1) Chairperson and one (1) Vice-Chairperson and up to eight (8) Committee Persons to assist employees in presenting their complaints or grievances to the Board or its representatives.

7:02 The Board shall grant reasonable time to Committee Persons for adjustment of complaints or grievances without loss of pay. Committee Persons shall notify the principal of the school, if applicable, and shall attempt to notify their Supervisor when leaving his/her job to adjust a grievance or complaint. If the Committee Person fails to reach his Supervisor, he will notify the Supervisor's Office. Committee Persons shall notify the Office of Supervisors upon their return to work.

7:03 Subject to the approval of the Academic Supervisor, Facilities Services or the Manager of Human Resources, a Committee Person (or designate) who attends a Union approved function other than negotiations or grievances shall not suffer any loss of pay while attending the function unless such employee is replaced.

7:04 The Chairperson may, at his/her option, work a steady day shift, Monday to Friday. The Vice-Chairperson may, at his/her option, work a steady day shift, Monday to Friday in their workload, so long as this option results in the workload being maintained at a proper level and does not result in the creation of an additional position.

7:05 All Committee persons shall be the last employees to be laid off, regardless of seniority or classification.

7:06 Negotiation Committee

The Board agrees that the Union may appoint or otherwise select a Negotiating Committee composed of a Chairperson, a Vice-Chairperson and up to eight (8) Committee Persons.

Such employees will be compensated for any time lost during negotiations. In addition, the Committee shall also include bargaining unit representatives.

7:07 For purposes of negotiating the collective agreement, members of the Union negotiating committee shall be relieved of his/her duties for that day without loss of pay.

7:08 The Board will provide the Union with space suitable for use as an office in a mutually agreeable location. The facility will be equipped with a telephone,

a desk, chairs, a file cabinet, a computer and Internet connection, provided surplus equipment is available. The Union will be billed monthly the costs of any applicable long distance telephone charges and will reimburse the Board for such charges within 30 days. The Union will be provided with access to a photocopier and a fax machine.

ARTICLE 8 – GRIEVANCE PROCEDURE

8:01 It is mutually agreed that complaints and grievances of employees shall be adjusted as quickly as possible. Any employee having a complaint shall first advise his/her immediate supervisor that he/she wishes to see a committee person. He/she may then refer the matter to his/her committee person, who will discuss such matters with the immediate Supervisors.

Up to two (2) Union Officials may meet with the immediate Supervisor in an effort to reach a settlement. If a satisfactory settlement of the complaint is not reached within two (2) working days, then the complaint may be filed as a grievance under the following procedure:

STEP 1: Any employee or employees having a grievance shall sign a written grievance form and present the said grievance to a committee person who shall present it to the Academic Supervisor, Facilities Services within five (5) working days after the incident giving rise to the grievance became known to the employee. A meeting will be held with the Union within five (5) working days to discuss the grievance. The Academic Supervisor, Facilities Services shall, within five (5) working days of the meeting, deliver his/her written decision to the grievor and a copy thereof to the Chairperson and to the Local Union office.

STEP 2: Failing settlement under Step 1, the grievance shall be presented to the Manager of Human Resources and a meeting shall be held between the Academic Supervisor, Facilities Services, Manager of Human Resources and the Union, including the President of the local bargaining agent or his/her designate, within five (5) working days. A decision shall be rendered by the Manager of Human Resources within five (5) working days of such meeting. The written decision will be provided to the grievor and a copy thereof to the Chairperson and to the Local Union office.

STEP 3: If a satisfactory settlement of the grievance is not reached under Step 2, the Union may, within ten (10) working days of receipt of the decision, request that the grievance be submitted to arbitration as hereafter provided.

8:02 In addition to submitting the grievance to arbitration, the Union may submit a request to present the grievance to the Trustees for possible resolution. A meeting shall be held between the Trustees and the Union within thirty (30) days of the request, if possible, to discuss the grievance.

8:03 The Board acknowledges the right of the Union to present any policy grievance the alleged circumstances of which are originated through the interpretation, application or administration of the Agreement including any

question as to whether a matter is arbitrable. Such grievances shall start with Step 2 of the grievance procedure.

8:04 Time limits mentioned in the grievance procedure may be extended by mutual written consent of the parties.

8:05 Every meeting held after the filing of a grievance may be attended by the grievor (if requested by the Union), the President of the local bargaining agent or his/her designate, and the Superintendent of Human Resources or his/her designate. There shall be an equal number of attendees for both parties.

ARTICLE 9 - ARBITRATION

9:01 (a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable; either of the parties, after exhausting the grievance procedure, may notify the other party, in writing, of its desire to submit the difference or allegation to arbitration in accordance with the arbitration provisions of the Labour Relations Act, R.S.O. 1998, and amendments thereto.

(b) The referring party shall provide the other party or its representative the person it proposes to arbitrate the grievance, or its proposed Chairperson if the parties have agreed to a board of arbitration, within ten (10) working days of its notice to refer the matter to arbitration. If the parties have been unable to agree upon an arbitrator (or chairperson) within thirty (30) working days of the notice of intent to refer the matter to arbitration, either party may request the Minister of Labour to appoint an arbitrator (or Chairperson).

9:02 (a) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or in any way amend this Agreement or any term thereof.

(b) Grievances referred to arbitration will be submitted to a single arbitrator unless the parties mutually agree that the grievance should be referred to a board of arbitration.

9:03 Each of the parties thereto shall pay the arbitrator's account in equal shares.

9:04 All such decisions of any arbitrator made pursuant to this Agreement shall be final and binding upon the employee or employees concerned and upon the parties hereto.

9:05 During any step of the above arbitration or grievance procedure, a full-time representative of the Union and a representative selected by the Board may be present.

- 9:06 By mutual agreement of both parties, given in writing, any matter which is to be submitted to Arbitration may be referred to a Board of Arbitration under the same rules and conditions as are applicable in this Article.
- 9:07 The grievor who attends an arbitration hearing shall be given the necessary time off to attend the hearing without loss of pay, unless he/she is on indefinite suspension or dismissal at the time of the hearing.

ARTICLE 10 - DISCHARGE AND SUSPENSION CASES/ACCESS TO PERSONNEL FILES

- 10:01 The Board shall not discharge or suspend any employee without just cause.
- 10:02 The Board shall direct a letter to the employee concerned and a copy thereof to the Chairperson and Vice Chairperson stating its reasons for any discharge or suspension without pay, prior to imposing such discipline. In all other disciplinary actions, written reasons shall be provided within ten (10) working days after the Board's decision to discipline.
- 10:03 Any claim of wrongful discharge or suspension may be submitted to the grievance and arbitration procedure (Step 2) within ten (10) working days from the date of discharge or suspension and dealt with as herein provided.
- 10:04 (a) No material pertinent to an employee's conduct or service, will be placed in his/her personnel file before the employee has had an opportunity to review the material.
- The Employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.
- (b) Employees shall have access to their personnel file upon their request in writing. The employee's file will be examined in the presence of a person authorized by the Board. The employee, upon request, will be provided with a photocopy of any documents in the file except for the confidential letters of recommendation. These confidential letters of recommendation will remain in the file no longer than 24 months.
If requested by the employee, a Union representative may accompany any such employee while reviewing their personnel file.
- (c) The Board shall maintain only one (1) personnel file for each employee.
- 10:05 The Board shall remove any disciplinary record from an employee's file twenty-four (24) months from the date of that discipline.

ARTICLE 11 - SENIORITY

- 11:01 Seniority rights shall be established after a probationary period of eighty (80) working days as described in Article 4 of this Agreement.
- 11:02 (a) In the event of a reduction or lay-off in staff, the reduction and/or lay-off shall be according to seniority. In such instances, probationary shall be laid off first, part-time employees shall be laid off next and if more lay-offs are implemented, the last permanent employee on the seniority list shall be laid off first. In returning to work the last permanent employees laid off shall be recalled in accordance with their seniority. Subject to the rights of the "Board" under Article 2:03, no permanent employee will be replaced by another employee outside the bargaining unit or other persons outside the bargaining unit to perform such employee's work while any employee in the bargaining unit is on lay off.
- (b) In the event of a school closure and when a school is not being re-built or re-located, the custodian(s) at the closed school may elect to bump the lowest seniority employee with a workload within his/her classification, or may elect to assume a supply custodian position. This procedure also applies when a custodian workload is dissolved due to room closures.
- (c) When new schools are built with the intention of replacing or amalgamating existing schools, effected custodians employed on the day shift at the existing school(s) shall bid on the new day workloads according to their seniority. Affected custodians employed on the afternoon shift (or midnight shift if it exists) shall bid on the new afternoon (or midnight) workloads according to their seniority.
- Affected employee who have not attained a shift with their seniority may elect to bump the lowest seniority employee with a workload within his/her classification, or may elect to assume a supply custodian position.
- 11:03 The Board agrees to supply an up-to-date seniority list to the Union for their review before posting in January and June of each year. The list shall be posted and shall be final after 30 days of posting.
- 11:04 A seniority list shall be provided to the Committee Persons and to the local Bargaining Unit each January and shall contain the names of all employees within the bargaining unit and shall include date of hiring and classification of each employee, cumulative sick credits, phone numbers and addresses. The amount of accumulated sick leave credits will be supplied to each employee every February.
- 11:05 Seniority and employment with the Board shall cease for any of the following reasons:
- (a) If the employee quits;
- (b) If the employee is discharged and not reinstated through the grievance procedure;

- (c) If the employee fails to return to work within five (5) consecutive working days after notification in writing by the Board to do so has been sent by registered mail to his/her address on record with the Board. It is the responsibility of all employees to keep the Board and the Union informed of their current address.
 - (d) If the employee is not called to perform work for the Board for twelve (12) consecutive months, or the employee's length of seniority at the time of lay off, whichever is the greater, provided however that upon such employee's call back, no such employee shall accumulate more than twelve (12) months seniority during such period of absence.
 - (e) If the employee without valid reason fails to return to work on the first working day following the expiration of leave of absence.
 - (f) If an employee engages in gainful employment while on a leave of absence except with the mutual consent of the Union and the Board.
 - (g) If the employee is absent from work for more than five (5) consecutive working days without the consent of the Board or fails to notify the Board without justifiable reason in the event of bona fide absence.
- 11:06 (a) Inability to work because of illness shall not result in loss of seniority rights for a period of two (2) years.
- (b) Inability to work because of an accident occurring while on duty and provided that such employee is receiving monetary benefits from the Workplace Safety Insurance Board for such injury, shall not result in loss of seniority rights for a period of two (2) years or the length of such employee's seniority to a maximum of five (5) years, which seniority shall be as of the commencement date of such injury, whichever is the greater.
- 11:07 It is agreed that a seniority list shall be maintained for each of the following job classifications:
- (a) Custodian
 - (b) Maintenance
 - (c) Painter
 - (d) Utility
 - (e) Warehouse Employee
 - (f) Courier
 - (g) Mason Helper/Utility
- 11:08 The Employer shall not lay off any employee within the Bargaining Unit who has been employed for three (3) months or more unless he gives:
- (a) one (1) weeks notice in writing to the person if his period of employment is less than one (1) year;
 - (b) two (2) weeks notice in writing to the person if his period of employment is one (1) year or more but less than three (3) years;
 - (c) three (3) weeks notice in writing to the person if his period of employment is three (3) years or more but less than four (4) years;
 - (d) four (4) weeks notice in writing to the person if his period of employment is four (4) years or more but less than five (5) years;
 - (e) five (5) weeks notice in writing to the person if his period of employment is five (5) years or more but less than six (6) years;
 - (f) six (6) weeks notice in writing to the person if his period of employment is six (6) years or more but less than seven (7) years;

- (g) seven (7) weeks notice in writing to the person if his period of employment is seven (7) years or more but less than eight (8) years;
- (h) eight (8) weeks notice in writing to the person if his period of employment is eight (8) years or more.

ARTICLE 12 - LEAVE OF ABSENCE

12:01 The Academic Supervisor, Facilities Services or his/her designate may grant to any employee, leave of absence without pay up to ten (10) working days, upon receiving a written request one (1) week prior to the intended commencement of such leave indicating the reason for such request.

Partial shift hours off may be granted without pay by the Supervisor upon receiving a request from the employee while on duty. Such request must be, in the opinion of the Supervisor, of an emergency nature and must not be for reasons that would normally be known to the employee prior to starting his shift.

For leaves of absence in excess of ten (10) working days, a written request must be made to the Manager of Human Resources or his/her designate at least four (4) weeks in advance of the intended date of commencement of such leave and the Board will grant such leave to any employee for legitimate reasons for a period of up to sixty (60) days and his/her seniority shall continue to accumulate during such absence. Such leave may be extended by mutual agreement and any person who is absent with such permission shall not be considered laid off, and his/her seniority shall continue to accumulate during his/her absence

The requirement for written request as required above may be waived by the Manager of Human Resources or his/her designate in the case of actual emergency.

Leaves of absence shall be granted upon request to employees for educational purposes and such leave shall not exceed six (6) months in any one year without mutual consent.

12:02 A copy of the decision of all leaves of absences, approved or otherwise, shall be supplied by the Board to all committee members.

12:03 Union business shall be considered good cause for leave of absence and an employee elected, selected or appointed to attend Union Conventions, Seminars or Education Classes or other Union business shall be granted leave of absence.

Such leave of absence shall not be longer than a two (2) week period and will not be requested on more than four (4) occasions for not more than four (4) persons on each occasion in any one (1) calendar year and such request first must be submitted to the Board in writing. Seniority shall continue to accumulate during such absence. Such leave of absence shall be granted by the Board without pay.

- 12:04 Unless otherwise mutually agreed between the Board and the Union; during a leave of absence an employee shall not engage in gainful employment and if he/she does he/she will be dismissed immediately.
The Board and the Union shall not unreasonably deny such mutual agreement.
- 12:05 If an employee is absent from work on a leave of absence for a period greater than two (2) weeks he/she shall be required and obligated to reimburse the Board for 100% of the cost which it has paid to maintain his benefits after such two (2) week period. The Board and the employee shall agree to a mutually acceptable repayment schedule.
- 12:06 **JURY DUTY**
An employee who is required to serve as juror or is required by subpoena to appear in court as a witness but not a party to the action, shall be granted leave of absence without loss of seniority for the period required by the court. Upon receipt of such notice to serve, the employee must immediately notify the Board. The employee shall pay to the Board the fees received for the time served and the Board will pay the employee's regular pay. An employee who is a party to an action shall be granted a leave of absence without pay for any court appearance.
- 12:07 An employee who is unavailable for work because he/she was convicted of a minor offence and incarcerated for such offence shall be considered on vacation and then on leave of absence, if necessary, for the period of his/her incarceration provided the leave of absence does not exceed sixty (60) calendar days.
- 12:08 **LEAVE FOR PUBLIC OFFICE**
- (a) Leave of Absence without pay and benefits, for elected Public Office or its equivalent shall be granted by the Director or designate.
- (b) When an employee is on leave of absence under this article
- i) He/she may make direct payments through the Employer to continue his/her benefits under Article 20:01 subject to the policy(ies), except that the employee will prepay the premium in full without contribution by the Employer.
- ii) He/she may continue to make contributions to the OMERS Pension Plan provided he/she contributes both the employee's and the employer's share.
- (c) An employee on such leave shall accumulate seniority for the duration of the elected term of office.
- 12:09 **Deferred Salary Leave Plan (Four Years over Five Plan)**
- (a) Description - The plan affords an employee the opportunity of taking a one (1) year leave of absence and, through the deferral of salary, finance the leave.
- (b) Qualifications - Any employee having four (4) years seniority with the Board is eligible to participate.

- (c) Application -
- i) An employee must make written application to the Director of Education requesting permission to participate in the plan.
 - ii) Written acceptance or denial of the request, with explanation, will be forwarded to the Employee within sixty (60) days of the original request.
 - iii) Approval of individual requests shall not be unreasonably denied.
- (d) Payment Formula and Leave - The payment of salary, fringe benefits and the timing of the one (1) year leave of absence shall be as follows:
- i) In all five (5) years of the plan, an employee will be paid 80% of his/her proper salary and applicable allowances. The remaining 20% will be accumulated, and this amount plus interest earned shall be retained by the Board for the employee.
 - ii) The calculation of interest under the terms of this Plan shall be done monthly (not in advance) at the non-chequing savings account rate in effect, at the bank with which the Board deals, on the last Friday of each month.
 - iii) The employee will be responsible for arranging with the Board, the payment of premiums for employee benefits. Any benefits tied to salary level shall be structured according to the actual salary paid.
- (e) Terms of Reference
- i) At the end of the leave the employee will return to his/her previous assignment.
 - ii) An employee participating in the Plan upon return to duty shall be eligible, for any increase in salary and benefits that would have been received had the one (1) year leave of absence not been taken.
 - iii) Sick leave credits will not accumulate during the year spent on leave.
 - iv) OMERS deductions are to be continued as provided by the OMERS regulations.
 - v) An employee may withdraw from the Plan any time not less than 30 days prior to the commencement of Leave. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid within sixty (60) days of notification of desire to leave the Plan.
 - vi) In the event that a suitable replacement cannot be hired, the Board may defer the year of the leave. In such an instance the employee may choose to remain in the Plan or receive repayment.
 - vii) Should an employee die while participating in the Plan any monies accumulated, plus interest accrued at the time of death, will be paid to the Employee's estate.
 - viii) An employee wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participating will be granted.

12:10

ARMED FORCES LEAVE

Employees who are conscripted to serve in Her Majesty's Permanent Armed Forces or enlist therein during hostility shall be considered as having leave of absence without pay and shall retain their seniority rights and will

continue to accumulate seniority rights provided they are asserted within ninety (90) days following honourable discharge and provided such discharge is obtained by the employee as and when it is made available to the employee.

12:11 UNION LEAVE

Any employee with seniority elected or appointed to Union office or selected for other Union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence for a period of three (3) years without pay, benefits or loss of seniority, (seniority accumulates). The Board shall continue to provide health care benefits and pension contributions and the Local Union will reimburse the Board for full cost of contributions and payments. Such employee shall renew their leave of absence on the three-year anniversary date and extension privileges shall be provided.

12:12 PAID EDUCATION LEAVE

The Company agrees to pay into a special fund one cent (\$.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the Company to the following address: CAW Paid Education Leave Program, 205 Placer Court, North York, ON M2H 3H9.

The Company further agrees that members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a leave of absence for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 13 - JOB POSTINGS

13:01 In order to ensure that employees are given the opportunity of applying for transfers and promotions, the Board agrees to comply with the following procedures:

- (a) When vacancies occur or new jobs of a permanent nature are created within the scope of this Collective Agreement, the Board shall send notices for all such vacancies or new jobs to each school where they shall be posted for five (5) working days. In addition, all non-custodian employees, covered by this collective agreement, shall be entitled to a notice mailed to them, if requested.

Any employee who is absent from work for any authorized reason shall be entitled to have notices mailed to them upon request.

- (b) i) Employees shall have the right to bid on such vacancies or new jobs and they shall be filled from applications received on the basis of

- seniority, provided qualifications, and ability to perform such work are satisfactory. If no applications are received from employees, the Board shall be free to advertise for such position.
- ii) Employees shall be eligible to successfully post into three (3) positions per calendar year.
 - iii) A successful posting is one in which an employee posts on a job, is awarded the posting and successfully completes the trial period and remains in the position.
- (c) Employees transferred pursuant to paragraph 13:01 (b) shall have all seniority privileges transferred, with each such employee and each such employee transferred to:
- i) Custodians shall be on a trial basis at the new school, Board Office and Basilian Residence, for not more than ten (10) working days.
 - ii) Any other positions within the competence of this Agreement shall be on a trial basis of not more than thirty (30) working days.
- (d) **Temporary Vacancies**
 Temporary vacancies shall be posted if such vacancies go beyond six (6) months, provided that the original employee holding such position shall be entitled to his/her previous job upon return. All vacancies in connection with this posting are also temporary. The other employee working at the school will be allowed first opportunity to accept the vacancy for six (6) months from the day such vacancy occurs.
- (e) In the event that any employee reverts back to his/her previous job, he/she shall maintain all rights and privileges of his/her previous employment, and the next most senior applicant for the posted position shall automatically receive such position without re-posting.
- (f) The Board will hire full-time custodians to be designated as "Supply Custodians". These custodians will be used to replace custodians and utility only. Supply custodians will fill future custodians' vacancies in accordance with their seniority. Part time custodians will be allowed to apply for and will be considered for any future vacancies within the Supply Custodians' classification
- (g) Utility shall not be required to perform full custodian duties if a supply custodian is available on his/her shift.
- (h) In the event a custodian is absent, he/she shall be replaced in the following order of priority:
- (i) Supply
 - (ii) Part-time to the limit of staff available
 - (iii) Overtime shall be offered to all custodians in the affected family of schools and in accordance with Article 21:02.
 - (iv) Utility
- (i) Copies of all job postings and a list of applicants and their seniority (date and number on list) are to be provided by the Board to the Chairperson or

Vice-Chairperson and the appropriate area or department within five (5) days after the closing date of the posting.

- (j) The Board shall maintain a minimum of six (6) supply custodians and a maximum of twenty-seven (27) part-time custodians.
- (k) If a part-time Custodian is assigned to replace an absent Custodian, the part-time shall be assigned a maximum of two (2) loads in any one shift, with a minimum of three (3) hours per load except in the period November 30th to March 31st when the minimum number of hours per load shall be four (4).

ADDENDUM **JOB POSTING**

When vacancies or new jobs of a permanent nature are created within the Office, Clerical and Technical Bargaining Unit:

The posting procedure will be carried out according to the applicable clauses of the collective agreement.

The same time limits will apply for all employees.

If no qualified employees within the Office, Clerical and Technical bargaining unit apply for a posted position, then applications for the position from qualified employees within this bargaining unit will be considered as follows:

- (a) The successful candidate for a position within the other bargaining unit will carry seniority rights for the calculation of vacation and benefits, but seniority rights affecting job posting and layoff procedures will apply from the date of entry into that bargaining unit.
- (b) The successful applicant for the position shall serve the trial\evaluation period of the position during which time the incumbent will be evaluated.
- (c) If the candidate reverts to his\her previous position he\she shall maintain all rights and privileges of their previous position plus any accumulated seniority during his\her trial\evaluation.
- (d) In the event the employee is laid off in the unit he\she have transferred into, the employee may bump into his\her original bargaining unit, provided the layoff occurs within five (5) years of the transfer.
- (e) The employees in this bargaining unit agree to recognize the seniority of employees transferred from the other bargaining unit in accordance with the terms of this clause and the comparable clauses in the other bargaining unit.

ARTICLE 14 - COMPASSIONATE LEAVE

14:01 Employees shall be entitled to the following compassionate leave of absence with pay:

- (a) In the event of the death of a spouse, child, (including child under legal guardianship), step child, parent, stepparent, mother, father, or sibling, five (5) working days shall be granted.
- (b) In the event of the death of a parent-in-law, daughter-in-law, son-in-law, grandparent or grandchild, three (3) working days shall be granted.
- (c) In the event of the death of an aunt, uncle, niece, nephew, brother-in-law or sister-in-law, one (1) working day shall be granted.
- (d) In the event an employee is required as a pallbearer, one (1) day will be granted on notification to Management. Such employee will be required to provide proof of such attendance when requested by Management.
- (e) When the death of such relatives occurs outside the North American Continent, the bereavement leave will extend for three (3) calendar days commencing from the date of receipt of the notification of the death. Such notification must be presented to the Board immediately upon receipt by the employee. Proof of death will be supplied to the Board within thirty (30) days of the relative's death. Working days shall mean days scheduled to work and shall not include Saturdays, Sundays, Vacation, Holidays, Sick Leave or Leave of Absence.

Where an employee is a proven Executor of the will in Canada, one (1) additional day after the funeral will be granted.

- (f) In the event of a death of any employee within the bargaining unit, the Chairperson or Vice Chairperson, or his/her designated Union member will be granted four (4) hours off, without loss of pay, to attend the funeral provided the funeral is within the normal shift hours of the person attending the funeral.
- (g) If extra time is required, employees shall make prior application to the Employer for an extension of this allotment. Each request is to be considered on its merits.
- (h) Compassionate leave, with pay and without loss of sick leave credits, shall be granted by the Director of Education for the following reasons:
 - (1) critical illness of an immediate family member,
 - (2) OHIP covered surgery for a child or spouse.
- (i) The Director may grant leave, with pay and without loss of sick leave credits, on compassionate grounds for reasons other than those stated above. In all cases, the number of days shall be at the discretion of the Director.

ARTICLE 15 - PREGNANCY/PARENTAL/ADOPTION LEAVE

- 15:01 Leave of Absence for one (1) year due to pregnancy/parental and/or adoption shall be granted by the Board without pay. An employee on such leave will notify the Manager of Human Resources in writing of his/her intention to return to work within the stated period.
- 15:02 Seniority rights shall be maintained during such leave.
- 15:03 During a granted pregnancy or adoption leave, employees will be entitled to the following benefits:
- (a) Board's portion of Green Shield (Semi-Private and Prescription), Life Insurance, Dental Plan and Optical Plan premiums;
 - (b) Retention of vacation entitlement;
 - (c) Retention of long-service entitlement, if applicable.
- 15:04 **Paternity Leave**
A male employee shall be granted paternity leave with pay for a period of up to three (3) days for the birth or adoption of his child.

ARTICLE 16 - HOLIDAYS

- 16:01 The Board will grant to all employees who have completed their probationary period:
- (a) i) Pay for the following holidays or the day which may be observed as the effective paid holiday provided such employees have worked all of the last scheduled working day preceding the holiday and all of the next scheduled working day after such holiday.

However, if absence on the said days is due to illness, injury or with approval of the immediate supervisor, employees shall not be disqualified for payment as provided herein for up to twelve (12) consecutive months absence. In such cases the Board may require a doctor's certificate.
 - 1. Family Day
 - 2. Good Friday
 - 3. Easter Monday
 - 4. Victoria Day
 - 5. Dominion Day
 - 6. Civic Holiday
 - 7. Labour Day
 - 8. Thanksgiving Day
 - 9. Armistice Day - if observed by the schools
 - 10. Heritage Day - if statutory holiday
 - 11. Christmas and New Year's Holidays as observed by the schools
 - ii) The Board agrees to pay one (1) personal leave day each year effective September 1, 2010. Personal Leave day requests shall be approved by the Academic Supervisor, Facilities Services or designate in the order in which

they are received, but no more than five (5) personal days shall be granted on the same day.

- (b) The Board agrees to pay to any employee, who is absent from work and is receiving compensation benefits from the Workplace Safety and Insurance Board at the time a paid holiday occurs, that difference, between the compensation and the normal day's pay.
- (c) The Board agrees to pay any employee who is absent from work and is receiving sick benefits as contained in Article 20:03 of this Agreement, at the time a paid holiday occurs, that difference between payment under such plan and the normal day's pay.

16:02 It is understood and agreed that employees who are laid off but maintain seniority or employees who are suspended, provided such suspension is not reversed by award pursuant to Article 9:04 hereof, shall not be entitled to the benefit of paid holidays.

16:03 An employee who is required to work on any of the above mentioned holidays shall be paid at the rate of double the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular holiday pay.

16:04 For the purpose of computing overtime, any week in which a paid holiday falls, the normal hours of work for such week shall be deemed to be reduced by eight (8) providing the holiday falls within the work week.

16:05 When any of the paid holidays listed fall on a Saturday or a Sunday and should any other day not be observed as the effective paid holiday, employees will receive an additional day's pay of eight (8) hours.

16:06 When a paid holiday or the day which may be observed as the effective paid holiday falls within the vacation period of an employee, such paid holiday shall not be counted as vacation but such vacation shall be extended by one (1) day.

ARTICLE 17 - VACATIONS

17:01 Vacations with pay shall be given to all employees in accordance with the following:

- (a) Each employee who has less than twelve (12) months seniority as of June 30th in any year shall be entitled to and shall receive one (1) day's vacation for each month of seniority to a maximum of two (2) weeks pay.
- (b) Each employee who has twelve (12) months service or more seniority as of June 30th of each year shall be entitled to and shall receive two (2) weeks vacation with pay.

(c) Each employee who has four (4) years service or more seniority as of June 30th of each year shall be entitled to and shall receive three (3) weeks vacation with pay.

(d) (i) Each employee who has six (6) years service or more seniority as of June 30th of each year shall be entitled to and shall receive vacation with pay as follows:

6 years seniority - 3 weeks plus 1 day

7 years seniority - 3 weeks plus 2 days

8 years seniority - 3 weeks plus 3 days

9 years seniority - 3 weeks plus 4 days

10 years seniority - 4 weeks

(ii) Each employee who has eleven (11) years service or more seniority as of June 30th of each year shall be entitled to and shall receive vacation with pay as follows:

11 years seniority - 4 weeks plus 1 day

12 years seniority - 4 weeks plus 2 days

13 years seniority - 4 weeks plus 3 days

14 years seniority - 4 weeks plus 4 days

15 years seniority and more - 5 weeks

21 years seniority - 5 weeks plus 1 day

22 years seniority - 5 weeks plus 2 days

23 years seniority - 5 weeks plus 3 days

24 years seniority - 5 weeks plus 4 days

25 years seniority - 6 weeks

Any part of the six weeks vacation must be taken during the Winter Break and clause (e) will apply.

(e) Any employee shall be entitled to take one (1) week of his/her vacation entitlement during the Mid Winter Break providing he/she delivers to his/her Supervisor, a signed consent by another employee on a prescribed form, on or before the 15th day of the month preceding the month of such Break, whereby such employee agrees to be responsible for and shall check such absent employee's school, during his/her normal working hours during such Break, in accordance with the direction of the Supervisor.

(f) Any employee who is absent for twelve (12) consecutive months shall thereafter, until his return to employment with the Board for two (2) consecutive months, be entitled to and shall receive a pro-rated share of his/her vacation entitlement in accordance with the provisions of this Article, based on the number of regularly scheduled days worked by such employee in the immediate preceding entitlement year. Provided, however, that if such employee completes a minimum of six (6) months' employment, in that entitlement year, he/she shall re-qualify for his/her full vacation entitlement.

17:02 The vacation period of all employees shall be during the month of July and the first three weeks of August in each year subject to the following:

- (a) Employees from the classifications comprised of custodians, except custodians at the Catholic Education Centre, may apply to the Board on a seniority rotational basis for a vacation period at a time of the year other than specified in this article provided the employees make application to the Board on the prescribed form not later than the fifteenth (15th) of September of the previous year.

Such revised vacation period will be limited to thirty (30) employees of the foregoing group or a total of eighty (80) weeks, whichever is greater, with a maximum of six (6) employees off work at any one time. Such vacation must be taken within the following calendar year.

- (b) (i) Employees from each of the classifications comprised of warehouse, painters, maintenance, courier, utility and custodians in the Educational Resource Centre\Board Office may apply to the Board on a seniority rotational basis for a vacation period at a time of the year other than specified in this article, provided the employees make application to the Board on the prescribed form not later than the fifteenth (15th) of September of the previous year. Such revised vacation period will be limited to fifty percent (50%) (rounded up) of the employees of each classification at any one time, and must be taken the following calendar year

(ii) Committee members are to be exempted from the restrictions contained herein.

- (c) In the event that an employee under (a) above takes his/her vacation and ceases employment through termination, or discharge prior to June 30th of the entitlement year, the Board shall be reimbursed by such employee, a dollar amount equal to the value difference between the number of such vacation days taken and the entitlement that would be due as of June 30th of the vacation year.

17:03 Vacation pay shall be subject to all normal deductions made from an employee's pay and shall be paid before the start of each employee's vacation.

17:04 In the event an employee is absent due to illness or injury after his/her request for vacation has been filed with the Board and if such absence from illness or injury extends into the employee's vacation, then such employee shall be obligated to change his/her vacation period and advise the Board in writing on or before the commencement of the originally designated vacation period.

The revised vacation period shall commence within one (1) calendar week following his/her return to work from the referred to illness or injury.

17:05 Employees employed in the former Essex Board who fall within three (3) to eleven (11) years of seniority shall have their vacation entitlement grandfathered.

ARTICLE 18 - STRIKES AND LOCKOUTS

18:01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slow down of work, picketing or other interference with the operation of the Board's business and to this end the Union will take affirmative action to prevent any employee from engaging in any such activity. The Board agrees that there shall be no lockout of the employees.

ARTICLE 19 - SICK LEAVE

19:01 Employees shall be granted sick leave on the basis of one and one-half (1½) days at normal rate of pay for each full calendar month of employment, with the exception of the months of July and August in each year which is on the basis of two and one half (2½) days at normal rate of pay, for absence due to bona fide illness.

19:02 Sick leave grants shall be credited to the employee annually on December 31st of each year and shall be cumulative at the rate of one hundred percent (100%) effective January 1, 1968, of the unused portion to a maximum of three hundred (300) days.

19:03 An employee absent on account of illness shall receive payment from his/her accumulated sick leave credits at the normal rate of pay commencing with the first day of absence on account of such illness after having signed a claim for sick leave payment. Such payment shall be deducted from accumulated sick leave credits.

19:04 (a) Each claim of sick leave shall be supported by a certificate of a qualified medical practitioner provided, however, that such certificate shall not be required by the Board if the period of such absence is not more than three (3) days; provided, however, that in the event any employee files a claim for sick leave that does not require the support of a medical certificate as hereinbefore provided, such absences for such claims shall be accumulated and in the event the accumulated total of such absences exceeds five (5) absences in any calendar year, then thereafter such employee shall file such certificate for each successive claim for sick leave in that calendar year.

(b) The Board may, at its expense, require an employee to be examined by a qualified medical practitioner. A panel of no more than three (3) qualified medical practitioners shall be established by the Board and the Union. The employee may attend the physician of his/her choice from the list.

19:05 Employees within the bargaining unit shall be entitled to and shall receive remuneration for one-half (½) the number of days standing to his/her credit and in any event not in excess of the amount of one-half (½) year's earnings at the rate received by him/her immediately prior to termination of employment as follows:

- (a) Upon retirement at age sixty-five (65), or
- (b) Upon the death of an employee (in this case the next of kin or estate shall receive the cash benefit), or
- (c) Upon termination of employment for reasons other than discharge a proportion of said entitlement as follows:
 - 5 years of service or more - 30% of entitlement
 - 6 years of service or more - 40% of entitlement
 - 7 years of service or more - 50% of entitlement
 - 8 years of service or more - 60% of entitlement
 - 9 years of service or more - 70% of entitlement
 - 10 years of service or more - 80% of entitlement
 - 11 years of service or more - 90% of entitlement
 - 12 years of service or more-100% of entitlement
- (d) This article shall apply to only those employees who currently enjoy a retirement gratuity and who have not enrolled in the RRSP Plan.

19:06

For any employee commencing employment on or after September 1, 1998, the Board shall invest \$100.00 plus 0.5 of 1% of the employee's annual earnings into a Registered Retirement Savings Plan (RRSP Plan). Each year thereafter, the Board shall invest 0.5 of 1% of the employee's annual earnings into the RRSP Plan.

An employee hired before September 1, 1998 shall have the right to elect to enter the RRSP Plan up to March 31, 1999. The Board will pay into an RRSP Plan within 30 days of election, an amount as follows:

1 year	\$ 250
2 years	\$ 400
3 years	\$ 550
4 years	\$ 700
5 years or more	\$ 850

Each year thereafter the Board shall invest 0.5 of 1% of the employee's annual earnings into the RRSP Plan.

The annual investments shall be remitted to the fund manager on or before January 31 in each year for the prior year, based on the employee's prior year's earnings.

The funds contributed shall form a trust for the benefit of the participating employee(s) and shall not be withdrawn or paid out until the employee leaves the employment of the Board.

The fund shall be managed by a mutually acceptable professional fund manager and/or by an accredited firm.

Any employee enrolled in the RRSP plan may make additional contributions through payroll deductions.

The Board and the Union make no warranties, representations or guarantees of the rate of return on the investment.

- 19:07 Where an employee is unable to complete a day's work on account of an accident occurring while on duty, such employee shall be paid the balance of that shift by the Board, provided professional medical attention is required, and supported by written evidence by the attending physician to the Board. The foregoing payment will not apply if monetary benefits are to be received for the aforementioned accident from the Workplace Safety Insurance Board. This clause shall not apply to any lost time other than the day of the initial accident.
- 19:08 (a) When an employee is absent as a result of a workplace injury, he/she shall be provided the opportunity to elect:
- i) to receive his/her payments directly from Workplace Safety and Insurance Board (WSIB) without deduction from his/her accumulative sick leave credits; or
 - ii) to receive from the Board his/her regular gross salary in accordance with this agreement consisting of: WSIB award (advances) plus a top-up amount; the Board shall then deduct from the employee's cumulative sick leave bank, for each day of absence, the proportion of time equivalent to the top-up (salary less WSIB award) paid by the Board.
- (b) The employee may elect to change the option originally elected in (a) above with two weeks advance notice to the Board.
- (c) Employee's option (b) (ii) is only available for so long as the employee has sick leave credits available.

ARTICLE 20 - HEALTH AND WELFARE

- 20:01 The Board agrees to pay the premiums, single or family, as applicable to each employee for the following plans:
- (a) Employer Health Tax - 100% Board paid
 - (b) Green Shield Prescription Plan 9 (to include Diabetic Benefits) - subject to a \$7.50 dispensing fee cap - 95% Board paid
 - (c) Green Shield Semi-Private Hospital Plan and Extended Health (including out of province) - 95% Board paid
 - (d) Group Life Insurance and Accident Death and Dismemberment Plan for \$45,000.00 with premiums 95% Board paid with option for employees to buy extra insurance up to a maximum of \$100,000.00.
 - (e) Green Shield Basic Dental Preventative (100% reimbursement) and Maintenance Restorative - (80% fee coverage - \$1,000.00 per person per year) - Orthodontic - (50% fee coverage - \$1,500.00 per person per life) - Current ODA Fee Structure - 95% Board paid
 - (f) Green Shield Optical Plan-\$300.00/24 months* - 95% Board paid

Eye Exam coverage to a maximum of \$65.00 every 24 months.
*may apply this amount to corrective vision procedures.

- (g) There will be a coordination of all benefits.
The Board agrees to maintain the payment of premiums for the aforementioned plans for a period of two (2) years from the date of an employee's first absence on account of illness or injury or the length of the employee's seniority if less than two years. Following such period with a minimum of one month's prior notice the employee may have the option of maintaining the payments of such premiums through the group coverage providing such option is available from the insurer.

The Board reserves the right to change the insurance carrier provided coverage under paragraphs (b), (c), (d), (e), and (f) above, provided notice is given to the Union of intention to change the carrier and provided the same coverage is provided to the employees.

20:02 The Board agrees to pay one-half (½) coverage under the Pension Plan of the Ontario Municipal Employees Retirement System. This is to include coverage under the Canada Pension Plan.

20:03 The Board agrees to pay one hundred percent (100%) of the premium for a Health and Accident Insurance Plan providing for an indemnity of two hundred and fifty dollars (\$250.00) per week for a period of fifty-two (52) weeks, effective after the expiration of a 70 day (ten (10) week), period. For periods of absence due to illness and accident for which an employee is not receiving benefits under the Health and Accident Insurance Plan, the employee shall be entitled to draw from his/her sick leave plan as provided in Article 19, provided sick leave credits are available to the employee concerned also provided any employee receiving insurance benefits shall be entitled to supplement such benefit by requesting an additional two days sick leave pay per week provided sick leave credits are available to the employee concerned.

20:04 The Board agrees to pay one hundred percent (100%) of the premiums of the Optical Plan, the Prescription Drug Plan 9 subject to a \$7.50 dispensing fee cap, Group Life Insurance and Accident Death and Dismemberment Plan (\$12,000.00 after retirement at age 65 including present retirees), Extended Health and Semi-Private Plan and Basic Preventative and Maintenance Dental (with denture repair, re-aligning and re-basing) - coverage upon an OMERS retirement, and up to death of the retired employee provided such employee so desires such coverage. This coverage will also be provided to any employee who retires at sixty (60) years of age without an OMERS Pension who has at least twenty (20) years of service with the Board. After age sixty-five (65), the drug plan will be supplementary to the Ontario Government drug plan.

The Board will reimburse 50% of the restorative, crown and bridgework for retirees to a maximum of \$750.00 per claim with a total annual cost to the Board not to exceed \$2,500.00.

20:05 In the event an employee is suspended, without pay, such employee after two (2) weeks of suspension, shall be required and obligated to reimburse the Board for fifty percent (50%) of the cost the Board has paid to maintain his/her benefits during the remainder of such suspension. The Board shall have the right to deduct such amount from the cheques of the employee at a rate of fifty dollars (\$50.00) per pay period. Should the employee not return to work, the amount of the cost which has been paid on his/her behalf shall be deducted from the amount owing to such employee. The provisions of this paragraph shall not apply if the suspension is reversed through the grievance procedure.

20:06 The Board will pay seventy five percent (75%) of the cost of survivor benefits (Retiree plan exclusive of Life & AD&D and Weekly Indemnity) to all families of active and retired employees who have a minimum of ten (10) years' service at date of death. If an employee's death is caused accidentally while working, they will not be subject to the minimum service requirement. This coverage will be until the survivor re-marries.

ARTICLE 21 – HOURS OF WORK, OVERTIME AND WORKING CONDITIONS

21:01 The standard work week for the following employees shall consist of five (5) eight (8) hour shifts from Monday through Friday as follows:

- (a) **Maintenance Employees** - 7:00 a.m. to 3:30 p.m. with a half (½) hour for lunch without pay to be designated by the Board. 3:00 p.m. to 11:00 p.m. with a half (½) hour for lunch with pay to be designated by the Board. Flexible hours available on mutual consent.
- (b) **Utility** - 7:00 a.m. to 3:30 p.m. with a half (½) hour for lunch without pay to be designated by the Board. 3:00 p.m. to 11:00 p.m. with a half (½) hour for lunch with pay to be designated by the Board. Utility replacing the Courier for more than one (1) day shall go on the schedule of the Courier.
- (c) **Painters** - 7:00 a.m. to 3:30 p.m. on the day shift with a half (½) hour for lunch without pay to be designated by the Board. 3:00 p.m. to 11:00 p.m. with a half (½) hour for lunch with pay to be designated by the Board.
- (d) **Warehouse Employees** - 7:00 a.m. to 3:30 p.m. with a half (½) hour for lunch without pay to be designated by the Board.
- (e) **Courier** - 7:00 a.m. to 3:30 p.m. with a half (½) hour for lunch without pay to be designated by the Board. During the summer months when Courier work is not available, the Courier shall do Warehouse duties as assigned.

(f) **Custodians:**

When School is In:

A day shift custodian may request flex-hours for the coming school year by making a request in writing to the school principal prior to the start of each school year. If agreed by the principal, the flex hours shall be the custodian's hours of work for that school year. Flex hours shall be based on the following:

- Normal hours of work for the day shift are 7:00 a.m. to 4:00 p.m.
- Eight (8) hour work day plus one-hour unpaid lunch.
Flex hours will be permitted for the day shift between the hours of 6:00 a.m. and 4:00 p.m. and will be approved if the operation of the school requires this shift.

The hours of work for afternoon shift employees working at one (1) school shall be from 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour lunch with pay to be designated by the Board.

- i) The hours of work for afternoon shift employees working at more than one (1) school shall be from 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour for lunch with pay. In this case the Board will designate one and one-half ($1\frac{1}{2}$) hours within which the half ($\frac{1}{2}$) hour lunch period can be taken.
- ii) The midnight shift hours of work shall be 11:00 p.m. to 7:00 a.m. with a half ($\frac{1}{2}$) hour with pay for lunch to be designated by the Board. The hour on the Monday midnight shift starting at 11:00 p.m. Sunday shall be on regular pay.

- Employees working on the afternoon shift at the Educational Resource Centre/Board Office will work a shift from 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour lunch with pay to be designated by the Board.

- Educational Resource Centre/Board Office – The hours of work will be 3:00 p.m. to 11:00 p.m. for the afternoon shift except Fridays where the hours will be 12:00 p.m. to 8:00 p.m.

(g) **When School is Out:**

The hours of work for employees shall be from 7:00 a.m. to 3:30 p.m. with a half ($\frac{1}{2}$) hour for lunch without pay to be designated by the Board, with the exception of employees working a shift at a Educational Resource Centre/Board Office.

(h) On P.D. Days all employees are to stay on their regular shift.

(i) Afternoon Shift Elementary School Custodians: Afternoon shift custodians in the elementary schools shall work from 12:00 p.m. to 8:00 p.m. on Friday afternoons.

(j) The Secondary School Custodians will work the Friday afternoon shift on a 12:00 p.m. to 8:00 p.m. basis. A minimum of two (2) custodians will be required to work every Friday from 3:00 p.m. to 11:00 p.m. on a rotating basis provided an event is scheduled.

(k) **Summer Hours**

(i) Summer Hours will be based upon four (4) ten (10) hour days.

(ii) Employees will have the option of working five eight hour days or four ten-hour days during the months of July and August each year.

(iii) Once the Summer Hours schedule is posted, there will be no changes by employees except by mutual agreement of the parties.

- 21:02 (a) Overtime shall be equitably distributed on a rotational basis according to seniority among the employees normally performing the work for which overtime is being paid.
Overtime will be offered on a rotational basis within the Family of Schools described in Schedule "A"
- All overtime hours worked or refused at time and one half will be charged 1.5 hours to the employees total overtime hours and 2 hours for Sundays and Holidays.
- (b) i) If the required overtime cannot be covered from within the Family of Schools, the overtime shall be offered to custodians outside the Family of Schools in accordance with Article 21:02 (a).
ii) A custodian will be deemed to belong to the Family of Schools in which the majority of his/her workload is located.
iii) Supply Custodians shall select a Family of Schools for overtime purposes. No more than three (3) Supply custodians will be in a family of schools.
- (c) The Board shall pay time and one half the regular rate of pay for all authorized overtime in excess of the normal working hours as herein stated.
- (d) Double time will be paid for any authorized work performed on Sundays.
- (e) The Board will pay overtime rate in accordance with Article 21:02 for authorized hours of work in excess of eight (8) hours within a period of twenty-four (24) consecutive hours except when such time is worked as a result of general shift changes or as a result of requested shift change by the employee.
- (f) i) The amount of overtime hours to be charged to a new employee, upon obtaining seniority, or employees entering into a new classification, shall be equivalent to the average number of hours which are charged, at that time, to an employee within the same classification.
ii) If a Custodian changes into a new family of schools, he/she shall be charged the average number of hours, in their new family of schools.
- (g) An overtime list will be provided to the Chairperson and Vice Chairperson every three (3) months.
- (h) Employees may opt to sign an overtime waiver, which would remain in effect unless revoked in writing by the employee.
- 21:03 If an employee is authorized to perform work of a higher rated employee for a period in excess of four (4) hours in a calendar week such employee shall be paid at the rate of such higher rated employee for all hours so worked.
- 21:04 In the event an employee is required to return to perform work at a school, other than where an employee has failed to perform his/her normal function e.g. failing to close windows, lock doors or properly secure building, such

employee shall be guaranteed a minimum of two (2) hours pay at time and one-half his regular rate of pay.

- 21:05 In schools where Heritage language programs are offered, custodians in that family of schools will be offered overtime on a rotational basis. Hours worked will be based on the number of rooms used and will be charged to the Custodians total overtime hours.
- 21:06 Employees who commence work at or after 3:00 p.m. shall receive a premium of 2% of the hourly rate of pay per hour for all hours so worked. Employees who commence work at or after 11:00 p.m. shall receive a premium of 2% of the hourly rate per hour for all hours worked.
- 21:07 The custodian work load shall be as follows:
- (a) A custodian on day shift in secondary schools will be assigned eleven (11) recognized classrooms and auxiliary areas, however, He/she would not be required to clean more than ten (10) classrooms each day, except to give the 11th classroom a cursory cleaning on a rotational basis.
 - (b) A custodian who is assigned duties at three (3) or more schools will be assigned eleven (11) recognized classroom and auxiliary areas, however, He/she would not be required to clean more than (10) classrooms each day, except to give the 11th classroom a cursory cleaning on a rotational basis.
 - (c) All other custodians shall be assigned twelve (12) recognized classrooms and auxiliary areas, however, He/she would not be required to clean more than eleven (11) classrooms each day, except to give the 12th classroom a cursory cleaning on a rotational basis.
 - (d) In the future, in the event that any existing classroom, through alterations or renovations is converted to an auxiliary area, for the purpose of computing the aforementioned work loads such area will be considered a classroom and not an auxiliary area.
In like manner, in the event that any auxiliary areas in the future through alterations or renovations, are converted to a classroom, for the purposes of computing the aforementioned work loads, such areas will not be considered a classroom but will remain auxiliary areas.
It is further agreed that all former duties of custodians shall continue except that no custodian shall be required to cut grass or trim shrubbery (rake leaves or yard maintenance).
 - (e) Recognized classrooms will be the classrooms and/or classroom equivalents agreed to by the parties as set out in the school map book.
 - (f) The Board agrees to include Day Cares and Latch Keys in the custodian workloads, where the work is actually performed by custodians

- (g) Custodians will clean shared areas, not on their assigned workloads, on a cursory-cleaning basis. Shared areas include:
- main floor corridors
 - stairwells
 - entrances and foyers
 - high traffic washrooms

- (h) Cursory cleaning is intended to cover tasks related to maintaining the area in a neat and orderly fashion (e.g. secure area, spot removal of litter and waste and spills, empty garbage receptacles and replenish dispensers).

21:08 Custodians on the afternoon shift will be allowed to deduct without loss of pay from their regular afternoon shift on the day of the attendance on account of subpoena for a break-in at their school, the hours of attendance pursuant to the subpoena and all monies received as witness fees are to be delivered to the Board forthwith.

21:09 Except in an emergency and with notice to the Principal of the school, custodians shall not leave the school without notice and permission of the Management Personnel.

SCHEDULE “A” – FAMILY OF SCHOOLS

TO AGREEMENT

Between

WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD

And

C.A.W. LOCAL 2458 CUSTODIANS AND MAINTENANCE BARGAINING UNIT

AREAS TO BE DEFINED AS A FAMILY OF SCHOOLS ACCORDINGLY

Catholic Central	Cardinal Carter	St. Anne	Brennan	Villanova	Assumption	St. Joseph
ICS	St. Louis	St. Pius	St. Jules	Sacred Heart	Holy Names Secondary	St. Bernard
St. Christopher	Queen of Peace	St. Gregory	St. John Vianney	St. Joseph	CEC	Langlois
St. Angela	St. John de Brebeuf	St. Peter	St. Rose	St. Bernard (Amh)	St. Gabriel	Lassaline
OLPH	OLOA	St. William	St. Maria Goretti	Stella Maris	Christ the King	Desmarais
St. Mike’s Rhodes	St. Anthony	St. John the Baptist	OLOL	Holy Cross	Notre Dame	St. Alexander
	St. Theresa	St. John the Evangelist	St. Anne (Fr Immer)	OLMC	St. Francis	
				Holy Name Essex	St. John	
				St. Mike’s Essex	St. James	
				St. Mary	St. Mike’s (Vic)	

ARTICLE 22 - UNIFORMS

22:01 The Board shall provide clothing to all employees annually by the second week of September as follows:

- (a) Each employee shall choose from the list below, clothing that is based on a point system and each employee shall be entitled to:

Custodians and Painters	30 Points
Courier	45 Points
Maintenance & Utility	55 Points

Points	Clothing
20	3 in 1 coat (Viking Tempest II)
16	Lined winter coveralls
15	Winter Parkas (4 choices)
10	Spring Jacket – Hammill
10	Raincoat – Viking Torrent
10	Vest – Lamb’s Wool
9	Vest – Canadian Sportswear
7	Coveralls – Regular
6	Vest - Touch Duck
6	Cargo Pants – Dickie
5	Striped Shirts
5	Sweatshirt
5	Pant – Reg. Workpants
4	Golf Shirt
2	Gloves – insulated – Tough Duck
1	Touque

The colour and quality of the above options shall be determined by mutual agreement between the parties. These uniforms shall be worn by the employees during all hours of work.

- (b) Working gloves for Utility, Painters and Maintenance employees by the second week of September in each year.
- (c) One (1) white smock for painters by the second week in September in each year.
- (d) C.S.A. approved high quality safety shoes or boots annually to Maintenance, Utility, Courier, Painters and CEC Custodians and Warehouse employees.
- (d) One (1) shop coat to Warehouse employees annually.

ARTICLE 23 - WAGES

23:01 (a) During the term of this Agreement the Board agrees to pay the following wages: Expressed in hourly rates:

	Jan. 1/08	Jan. 1/09	Jan. 1/10	Jan. 1/11	Jan. 1/12
	Current	3%	3%	3%	3%
*Supply	\$21.44	\$22.08	\$22.75	\$23.43	\$24.13
Custodians	\$21.44	\$22.08	\$22.75	\$23.43	\$24.13
Warehouse Person	\$22.15	\$22.81	\$23.50	\$24.20	\$24.93
Courier	\$22.08	\$22.74	\$23.42	\$24.13	\$24.85
Utility	\$22.23	\$22.90	\$23.58	\$24.29	\$25.02
Mason Helper/Utility	\$22.62	\$23.30	\$24.00	\$24.72	\$25.46
Painter	\$22.43	\$23.10	\$23.80	\$24.51	\$25.25
Maintenance Person	\$23.00	\$23.69	\$24.40	\$25.13	\$25.89
**Maintenance Person	\$28.84	\$29.71	\$30.60	\$31.51	\$32.46

*Supply Custodians shall be paid at the rate of the custodians less \$1.00 per hour plus benefits. At the end of their eighty (80) day probationary period, they shall be paid the full custodian rate.

**Maintenance Person (Licensed) must be licensed with trade certificate and performing skilled trade duties. Recognized trades are Carpenter, Plumber, Electrician, Painter and Mason.

(b) It is agreed that from each employee's wages shall be deducted three dollars (\$3.00) each month which total deduction shall be remitted monthly to the "Union" to be used for the purpose of assisting retired employees of the bargaining unit in such manner as the committee persons shall designate. The Board will match the Union's \$3.00 per employee for the retiree aid fund.

23:02 The Board agrees that wages shall be paid by direct deposit to the employees by Friday and the pay statements shall be sent to each employee at their worksite by courier. In the case of Utility, Maintenance and Painters, the pay statements shall be mailed to their home addresses. In the case of Warehouse and Courier, their pay statements will be available at the Board Office. During the summer months, pay statements will be sent to each employee's home address. It shall be the responsibility of each employee to keep the Board informed of his/her present address.

23:03 The Board agrees to pay Custodians, Painters and Utility who work at more than one school in any one day, a travelling allowance as follows:

- (a) Where travel is under two (2) kilometers and schools more than one block apart - two dollars (\$2.00).
- (b) Where travel is over two (2) kilometres - two dollars and fifty cents (\$2.50) plus mileage per Board policy for additional kilometers.
- (c) The Board shall establish mileage.
- (d) The deemed departure point will be St. Peter Elementary School and if a supply custodian or painter is required to drive his own vehicle more than ten kilometers from that point to his/her assignment he/she shall be paid mileage for the distance traveled from that point. (St. Peter Elementary School)

23:04 The Board agrees to pay a long service pay on the following basis:

After five (5) years continuous service on or before December 1st of each year payable at seventy dollars (\$70.00) every year on the pay day closest to the fifteenth of December.

After ten (10) years continuous service on or before December 1st of each year payable at one hundred and thirty dollars (\$130.00) every year on the pay day closest to the fifteenth of December.

After fifteen (15) years continuous service on or before December 1st of each year payable at one hundred and ninety dollars (\$190.00) every year on the pay day closest to the fifteenth of December.

After twenty (20) years continuous service on or before December 1st of each year payable at two hundred and fifty (\$250.00) every year on the pay day closest to the fifteenth of December.

After twenty-five (25) years continuous service on or before December 1st of each year payable at three hundred and ten dollars (\$310.00) every year on the pay day closest to the fifteenth of December.

23:05 **Cost of Living Allowance:**

The Board agrees to pay a cost of living allowance based on the formula set out below:

All employees within the bargaining unit shall be paid a cost of living allowance based on the formula as set out below.

The cost of living allowance will be determined in accordance with changes in the Consumer Price Index, published by Statistics Canada (1981=100) and hereinafter referred to as the Consumer Price Index.

The cost of living rate adjustment shall be one cent per hour for each .25-point upward change in the Consumer Price Index using the amount of the index at December 31, 1989 plus 3% (December 31, 1990 plus 3%,

December 31, 1991 plus 3%) as a base for measurement with a cap of 7.5% in each year.

The first (1st) cost of living adjustment shall be based on the Consumer Price Index of March and every third month thereafter compared to the base Consumer Price Index for December plus 3.0%. In January of each year of the contract, the C.P.I. base shall be updated to the previous December.

The amount of hourly cost of living adjustment at December 31 of each year of the contract shall continue to be paid without further increase until the C.P.I. of the subsequent year exceeds 3.0%.

Payment dates will be on or before the end of April, July, October and January.

This entitlement shall be limited to employees who were formerly employed by the Windsor Roman Catholic Separate School Board and who have not enrolled in the RRSP Plan.

ARTICLE 24 - GENERAL

24:01 The parties hereto agree that whenever the singular term or masculine gender is used through this Collective Agreement, they shall be deemed to include the plural or feminine gender where the context, or the parties hereto, so required.

24:02 It is agreed that all permanent employees shall terminate their employment with the Board on the last day of the month in which they attain their sixty-fifth (65) birthday.

24:03 Financial Assistance

The Board agrees to provide financial assistance to employees who enroll in approved programs to acquire their license in a recognized trade.

ARTICLE 25 - DURATION AND TERMINATION

25:01 This agreement shall become effective September 1st, 2008 and shall continue in effect until August 31, 2012 and shall continue automatically thereafter for annual terms of one (1) year unless either party notifies the other in writing within a period of three (3) months immediately prior to the annual expiration date that it desires to amend or revise this Agreement at its expiration date. Such notice shall, as far as possible, list the subject matter of the proposed amendments, or revisions but the parties shall have the right to alter the said list before and during negotiations.

25:02 If pursuant to such negotiations, an agreement is not reached on renewal or amendments of this Agreement or the making of an agreement prior to August 31, 2012, the parties agree to continue this Agreement in operation until a new agreement is signed between the parties or while such bargaining continues. Bargaining shall be deemed to be continuing until:

- (a) Either party has notified the other in writing that it considers bargaining to be at an end, and the occurrences of one (1) of the following:
 - i Seven (7) days have elapsed after a conciliation board has reported to the Ministry of Labour, or
 - ii The Ministry of Labour for Ontario has informed the parties that he does not deem it advisable to appoint a conciliation board.

ARTICLE 26 - HEALTH & SAFETY

26:01 (a) The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act R.S.O. 1990, and its accompanying regulations. as a minimum acceptable standards pertaining to:

- i Joint Health and Safety Committee (s.9 of OHSA)
- ii Employer Duties (S.25 OHSA)
- iii Disclosure of Information (ss.26 (1) (c) (d) (e) (f))
- iv Right to Accompany Inspectors [ss.54 (3)]
- v Right to Refuse Unsafe Work (s.43)

(b) It is agreed that the Minister's order issued on December 8, 2000, by the Ministry of Labour with respect to the Terms of Reference for multi-workplace Joint Health and Safety Committee shall remain in effect for the life of this agreement.

It is understood that these terms of reference satisfy the standards identified in s.9 of the Occupational Health and Safety Act R.S.O. (1990).

(c) The Board agrees to make all reasonable provisions for the health and safety of all employees during working hours.

- (d) The Union shall select a Health and Safety Representative to be a member of the Board's Joint Health and Safety Committee made up of representatives from employee groups.
- (e) The Employer shall recognize and deal with the Joint Health and Safety Committee on matters relating to the Occupational Health and Safety Act.

26:02 **Education and Training**

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction.

26:03 **National Day of Mourning**

Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

26:04 A Union Health & Safety Representative shall be provided access to the workplace for inspecting or investigating the workplace should a serious injury or fatality occur to a bargaining unit member.

The following Letters of Intent form a part of this Collective Agreement.

LETTERS OF INTENT

1. **CONTRACTING OUT**

There shall be no contracting out of bargaining unit work to the extent that any bargaining unit employee or employees will be laid off or suffer a reduction of normal hours of work or loss of seniority or any other benefit as a result of such contracting out.

2. **JOINT COMMITTEE ON BENEFITS**

The parties agree to establish a joint committee made up of representatives of the Board and each of the bargaining units to examine the benefit package and to explore options for potential cost savings.

3. **NO LAY – OFF**

All employees employed within the Bargaining Unit as of January 1, 1998 will not be laid off and will be employed for their normal number of hours per year considering vacations, holidays and sickness.

Reassignment within the bargaining unit does not constitute a layoff

4. **ADDITIONAL LETTER OF INTENT**

(a) The Board agrees that no employee will be laid off to circumvent the terms of this agreement.

(b) When a school is used during the summer vacation period for educational purposes approved by the Board and the custodian is absent on leave or vacation from the school, the custodian will be provided with additional help during his/her absence.

5. **HOURS OF WORK**

(a) All custodians from the former County Board, when working in a county elementary school, will be entitled to flexible hours, provided that the school will be clean and ready for commencement of classes each morning. All custodians shall be in their schools from 7:00 a.m. until at least 9:00 a.m. and 2:00 p.m. until 4:00 p.m.

Each custodian shall present the Principal with a schedule of his\her chosen work hours for the balance of his\her shift for the school year. Changes may be made on mutual agreement of the custodian and the Principal.

These provisions are subject to sub Article (b) below:

- (b) In each county school in which there is a custodian with open hours and no custodian with a closed day shift, the custodians with open hours shall be offered the opportunity to work a closed day shift in that school. In the event that no custodian chooses a closed day shift, they shall adjust their hours to ensure there is a custodian on duty in the school throughout the school day (with a maximum one hour gap). This will be implemented for September 1, 2003.

In the event the custodian's supervisor is of the opinion that a custodian is not capable of working under the open hours system, the Academic Supervisor, Facilities Services will consult the Committee Chairperson and a representative for CAW Local 2458, and the employee in order to establish a fixed schedule of working hours. Such a schedule shall be subject to review within a three (3) month period.

The Union will be notified and a meeting will be held between the parties to discuss any proposed changes to the hours of work prior to any implementation.

6. NEW LETTER OF INTENT

Where a vacancy is wholly within the jurisdiction of the French Language Section of the Board, the Board shall have the right to post as a qualification for such a position that the applicant be bilingual; notwithstanding the foregoing, no person who is not bilingual who currently holds a position in a school which is under the jurisdiction of the French Language Section of the Board shall be removed or transferred from such position without his\her consent. Any applicant who would be entitled to a vacancy by reason of seniority shall be given a reasonable opportunity to learn to speak French at the Board's expense. The bilingual qualification as contained herein will only be applicable to day shift custodian positions.

LETTER OF UNDERSTANDING – Custodial Workload Committee

The Board and the Union agree to the following:

- (a) The Board and Union will establish a joint custodial workload committee consisting of the following membership:
 - Four custodians consisting of representation from both the elementary and secondary schools as well as the day and afternoon shifts (union will select).
 - Union Committee Chairperson and Vice-Chairperson
 - Six management members (management will select).

- (b) The committee will jointly develop, implement and maintain the following custodial workload guidelines:
 - Standard Operating Procedures (SOP's)
 - Updated Custodian Handbook
 - Establish custodian workloads in new or additional facilities
 - Consider the implementation of a night shift in secondary schools
 - Define areas of shared responsibility in each school

- (c) The Board will train on CAD one bargaining unit member selected by the bargaining unit.

- (d) The committee shall make decisions on the basis of consensus.

- (e) Workload Maps:
The Workload Maps will be posted in a conspicuous location in each school/worksite and electronically in the FS Folder. Part-time custodians will be provided with copies of custodial Workload maps for the system.

NEW LETTER OF UNDERSTANDING - Funding Daycare/Latchkey

In the event that the government of Ontario (Ministry of Education) amends the grant formula to provide funds to School Boards specifically directed to cover the operating costs of independently operated day care and/or latch key operations located in the board's schools, including funds to cover maintenance and custodial services, the Board will meet with the Union and its Local Committee to consider having such custodial services provided by bargaining unit members under the collective agreement.

LETTER OF UNDERSTANDING – Modified Work/Accommodation

Between

WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD
(Employer)

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKER UNION OF CANADA (CAW – CANADA)
(Union)

RE: Modified Work/Accommodation

The Union and the Board agree as follows:

- .01 The Board agrees to make every reasonable effort to provide suitable modified duties or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.
- .02 Cases of this nature will be reviewed on an individual basis by the Board and the Union, taking into consideration the needs of the business and necessity to provide work assignments which will make a positive productive contribution to the Board's operation. By mutual agreement between the parties, provisions of this agreement may be amended or waived by letter of understanding to meet the needs of the disabled employee concerned and to modify the duties of a particular position.
- .03 Modified or alternate duties encompass any job, task, function or combination of tasks or functions that an employee who suffers from diminished capacity, temporarily or permanently, may perform.
- .04 In consideration of accommodating a disabled employee, the following shall apply in order listed below:

FIRST, the disabled employee's present position shall be considered for modification;
SECOND, positions within the disabled employee's classification shall be considered;
THIRD, positions within the bargaining unit shall be considered; and
FOURTH, positions outside the bargaining unit shall be considered.

- .05 Any alterations in seniority shall only be considered as a final resort after all other avenues have been duly considered by both parties.
- .06 It shall be the responsibility of the Board and the duly authorized representative of the Union, or their designates, to jointly investigate and find means to accommodate disabled employees.

APPENDIX "A" - Part-Time Custodians

Part-Time Custodians (Those working 24 hours per week and less)

Both parties agree that students can be employed to perform ground maintenance work and such students shall not be covered by this Agreement.

Seniority part-time employees will be covered by the following provisions of the within Collective Agreement only: Articles 1, 2, 3, 5, 6, 8, 9, 10, 17, 23 and 24 and in Article 11 only sub-article 11:02.

Such Employees will also be covered by the following provisions:

- (a) Probationary Period: A new hired part-time employee shall not be covered under this agreement until he has been so employed by the Board for an aggregate probationary period of 300 hours or 9 months with a minimum of 250 hours, whichever comes first, provided that in the latter case the employee has performed work for the Board during each of those nine (9) months, after which time seniority rights shall be established and he/she shall receive all the benefits and obligations of an employee under this agreement.
- (b) Negotiating Committee & Committee Persons: Part-time employees will be entitled to two (2) Committee Persons, who will be selected from amongst the part-time employees, to be a part of the negotiating committee to represent part-time employees.
- (c) Seniority rights of part-time employees will be established after completion of the probationary period as set out in item (1) above. Part-time seniority lists will be provided twice a year.
- (d) Leave of Absence: part-time employees can apply for and may be granted leave of absence for legitimate personal reasons.
- (e) Job Posting: Whenever a vacancy occurs in the full-time unit, part-time employees within this bargaining unit shall be given an opportunity to apply for full-time positions by the quota system.

The quota system being a minimum of two (2) out of three (3) full-time

positions are to be filled from part-time employees provided they have completed their probationary period. Seniority shall apply in selecting from the part-time employees.

- (f) **Holidays:** The following public holidays will be recognized for part-time employees and will be paid in accordance with the provision of the Employment Standards Act (Ontario).

1. Family Day
2. New Year's Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Dominion Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Christmas Day
11. Boxing Day

- (g) **Vacations:** will be as follows for part-time employees:

Vacation pay shall be given to all employees at the time of vacation and shall not be less than an amount equal to six percent (6%) of the wages of the employee in the twelve (12) months of the employment for which the vacation is given and calculating wages no account shall be taken of any vacation previously paid. An employee who terminates before completing one year of service will receive six percent (6%) of total wages calculated from the first day employed.

- (h) **Hours of Work:** The Board will endeavour to distribute part-time work as fairly as possible in accordance with seniority up to twenty-four hours per employee per week. When an employee accepts a call to work, he may be assigned by management to work up to eight (8) hours and he may be assigned work on the day, afternoon, or midnight shift.

- (i) **Pregnancy/Parental Leave -** Absence for one (1) year due to pregnancy/parental and/or adoption shall be granted by the Board without pay. An employee on such leave will notify the Manager of Human Resources in writing of his/her intention to return to work within the stated period.

Seniority rights shall be maintained during such leave.

The Board shall pay time and one-half the regular rate of pay for all authorized overtime which shall include all time worked in excess of eight (8) hours in one day.

The Board shall pay double time the regular rate of pay for all authorized work performed on Sundays.

(j) Wages: The following wages will apply to part-time employees:

January 1, 2008	\$14.25 (current)
January 1, 2009 (3%)	\$14.68 per hour
January 1, 2010 (3%)	\$15.12 per hour
January 1, 2011 (3%)	\$15.57 per hour
January 1, 2012 (3%)	\$16.04 per hour

(k) Travel Allowance: The provisions of Article 23.03 shall apply to part-time employees.

(l) All part-time employees shall be given timely notice in writing of their entitlement to enroll in the OMERS Pension Plan as they become eligible in accordance with the OMERS Pension Act, the Regulations, and/or OMERS GUIDELINES.

(m) Bereavement Leave:
In the event of the death of a spouse, child (including child under legal guardianship), stepchild, parent, step parent, or sibling sixteen (16) hours pay will be paid to the affected part-time employee.

LETTER OF AGREEMENT – Joint Committee

Between

WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD
(Employer)

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKER UNION OF CANADA (CAW – CANADA)
(Union)

Joint Committee

The Board agrees to establish a Joint Committee composed of up to three (3) Board representatives and three (3) Union representative to make recommendations to the Board for the establishment and operation of a Professional Development fund for the training and updating of skilled trades personnel.

LETTER OF AGREEMENT – Joint Professional Development Committee

An Ad Hoc Professional Development Committee with representation from Management and CAW Local 2458 shall be established. CAW Local 2458 is recognized as an equal participant in the Professional Development Committee. It is agreed that this 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 2009-2010 school year.

LETTER OF AGREEMENT – Woman’s Advocate

Between

WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD
(Employer)

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKER UNION OF CANADA (CAW – CANADA)
(Union)

Woman’s Advocate

The Company and Union agree that female employees may sometimes need to discuss with another woman, matters such as violence or abuse at home or workplace harassment. They may also need to find out about special resources in the community such as counselors or women’s shelters to assist them in dealing with these or other issues.

For the term of this contract the parties agree to recognize a CAW female member who will serve in the role of the Women’s Advocate. The female advocate will meet with female members as required to discuss problems with them in a private area provided for confidentiality. The Union will inform the Board in writing of the person selected as Woman’s Advocate.

- The Advocate shall receive release time during her regular workday after giving notice to her Supervisor in order to deal with urgent issues.
- The Advocate shall not be entitled to time in lieu or pay for consultations outside of her normal workday.
- The Advocate may participate in an annual training program of up to two days. The Board will pay the Advocate her regular wages (up to two days) for such training, and will pay training costs to a maximum of \$250.00 per annum. All per diem or other expenses of the Advocate will be paid by the Union, except that travel costs will be reimbursed by the Board on a mileage/kilometer basis at the rate provided by Board policy in effect at the particular time.
- The training program shall be provided to the Board in advance to the Board in advance to ensure that it contains no conflict with Board policies or programs.

The Women’s Advocate will develop appropriate communications to inform female employees about the advocacy role.

LETTER OF UNDERSTANDING - PDT

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-10 the School Operations benchmark per square meter by \$1.41;

WHEREAS the Government will require that this funding enhancement in 2009-10 be fully used to address the workload of Custodial/Maintenance/Skilled Trades.

Subject to the above, in 2009-10, the Board will apply this enhanced funding, up to value of the Board's share, in the following order:

Offset staff reductions in Custodial/Maintenance/Skilled Trades Staff that may otherwise have occurred between 2008-09 and 2009-10 school years due to declining enrolment

Use all remaining funds to hire additional unionized Board-employed Custodial/Maintenance/Skilled Trades Staff in 2009-10 up to the value of the Board's share of this new allocation.

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

LETTER OF UNDERSTANDING - PDT

The Board agrees to have a yearly conversation with the local union to identify one board-wide project that would contribute to the public's positive perception of the quality of the board properties, contingent on resources available to the Board.

LETTER OF UNDERSTANDING – Benefits Committee

In accordance with the PDT Agreement, all current group benefits coverage levels, provisions and practices, shall remain status quo for the 2008-2012 collective agreement, subject to any enhancement as a result of application of the bargaining unit's share of the discretionary funds provided under the PDT, and these benefits will form part of the collective agreement.

The parties shall meet by January 15, 2010, and the Union will identify the manner in which the bargaining unit wishes to utilize said monies for the purpose of benefit enhancements effective September 1, 2010. The Board shall share the financial analysis and calculations of this allocation with the bargaining unit.

The parties shall create a committee with two (2) representatives appointed by the Union and two (2) appointed by Management to deal with this issue.

LETTER OF UNDERSTANDING – Baseline Staffing

Custodians only – FTE members for bargaining unit for all staffing issues will be set at the May 27, 2008 levels. For information purposes only, the FTE (Custodians only) as of May 27, 2008 was 166 and 26 for Maintenance, Utility and Courier and Painter.

LETTER OF UNDERSTANDING –Water Flushing

Should there be changes in the requirements of flushing which impact the workload 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 PDT Agreement dated May 27, 2008.

LETTER OF UNDERSTANDING- PDT

Enhancements Arising from Other Custodial/Maintenance Staff Workers PDT Agreements

The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and the CAW Employees have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

LETTER OF UNDERSTANDING – Absentee Utility Positions

Notwithstanding Article 13:01(f) the Board will post two (2) absentee utility positions that will be filled by seniority. These positions will be used to replace absent utility persons in order of seniority and these employees will be called before the supply custodians to replace absent utility persons. When working in these positions, the successful employees will have their regular workloads covered by a supply custodian.

LETTER OF UNDERSTANDING – Re: Custodial Staff

Preamble: Custodial Staff surplus numbers will be determined based on reductions in Custodial Staff due to declining enrolment, school closures and/or room closures.

Once these surplus numbers have been determined it shall be in reverse order of seniority. No reductions shall take effect until September 2, 2009

Effective January 1, 2009, one supply position shall be restored and the Board shall maintain a minimum of six (6) supply custodians as per Article 13:01 (j) of the Collective Agreement.

In addition, the most senior five (5) Custodians in the surplus shall be assigned to supply

Custodian Staff over and above five (5) who are in the surplus shall be assigned to a float pool. Custodians in the float pool may be assigned supply work and may be assigned up to a maximum of two (2) loads in any one shift with a minimum of four (4) hours per load during the term of this Agreement. These employees will continue to be employed for their normal hours of work and shall be paid at the Custodian rate.

As positions become available in the supply classification, members of the float pool shall be placed in the vacant supply classification in order of their seniority.

For the period September 1, 2008 to August 31, 2012, Maintenance and Utility and the Painter and the Courier (except for summer assignments) will not be declared surplus, laid off or reassigned.

The Letter of Understanding shall remain in effect until August 31, 2012.

LETTER OF UNDERSTANDING - PDT

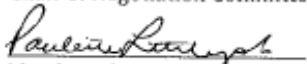
The Windsor-Essex Catholic District School Board and the CAW Local 2458 are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

This Letter of Understanding shall not be considered as part of the collective agreement between the parties and shall not be raised or referred to in any grievances and/or arbitration proceedings between the parties.


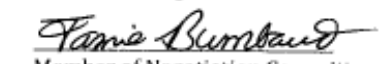
The Board and the Custodians hereby accept this Agreement, this 22nd day of November 2008

FOR THE BOARD:


Chairperson of the Board

Chair of Negotiation Committee

Member of Negotiation Committee


Director of Education


Member of Negotiation Committee

Member of Negotiation Committee

FOR THE CUSTODIANS:

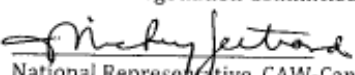

Chairperson C.A.W.


Member of Negotiation Committee


Member of Negotiation Committee


Member of Negotiation Committee


Member of Negotiation Committee

Member of Negotiation Committee

National Representative, CAW-Canada


Vice-Chairperson, C.A.W.


Member of Negotiation Committee


Member of Negotiation Committee


Member of Negotiation Committee


Member of Negotiation Committee


Member of Negotiation Committee


President, CAW Local 2458