

COLLECTIVE AGREEMENT

BETWEEN

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

and

**The Canadian Union of Public Employees
Local 1348
Office, Clerical, Technical**
(hereinafter called the "Union")

EFFECTIVE: September 1, 2001 to August 31, 2003

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ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Union.
- 1.02 Except for error, omission or inadvertence, it is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries and related benefits, and to provide a procedure for the settlement of all matters in dispute between the parties that arise out of this Agreement.

ARTICLE 2 - SCOPE

- 2.01 This Agreement covers all employees of the Greater Essex County District School Board (the Board) employed as office, clerical and technical employees, save and except supervisors, persons above the rank of supervisor, students employed on a temporary basis, part-time school aides and the positions identified below:

In the Human Resources Department: Human Resources Officers, Joint Employee Assistance Program Coordinators, Joint Employee Assistance Program Secretary, Administrative Assistant to the Superintendent of Human Resources, Secretary to Manager of Employee Relations/Legal Counsel, Health and Safety Coordinator, Workplace Safety & Insurance Officer, Secretary to Manager of Human Resources, Employee Benefits Administrator, Employee Relations Officer, Diversity Officer, Change Your Future Program Counsellors.

In the Business Department: Assessment Officer, Corporate Database Supervisor, Manager of Planning and Development, IPPS & Compensation Budget Officer, Administrative Assistant to the Superintendent of Business.

In the Plant Department: Systems Engineer, Projects Administrator and Coordinator of Building Renewal.

In the Information Services Department: System Manager and DBMS Administrator.

In the Academic Office: Executive Assistant to the Director of Education, Administrative Assistants to Superintendents, and Community Development /Projects Officer and Secretary to the Executive Assistant to the Director.

- 2.02 No persons paid or unpaid shall perform work of the bargaining unit except as mutually agreed in writing by the parties.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes the right and duty of the Board to operate and manage its school system in accordance with its obligations, and to make from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with provisions of this Agreement.
- 3.02 The Union recognizes the right of the Board to hire, retire, direct, transfer, promote, lay-off and the right to discipline, suspend or discharge for just cause, any employee subject to the provisions of this Agreement.
- 3.03 The Union recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board in negotiations on its behalf for the purposes of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Board shall not discriminate against any employee with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sexual orientation, sex or marital status, as provided for in the Ontario Human Rights Code.
- 4.02 The parties agree that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of union membership or activity within the provisions of the Ontario Labour Relations Act.

ARTICLE 5 - UNION REPRESENTATION/LABOUR MANAGEMENT

- 5.01 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Board under Article 11, under Step 2 of the Grievance Procedure and thereafter or at any other meeting between the Parties where it is mutually agreed.
- 5.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the right of the Union to appoint or elect Stewards whose duties shall be to assist any employee, whom the Steward represents, in preparing and in presenting a grievance in accordance with the grievance procedure.

The Union shall elect or appoint a maximum of ten (10) Stewards. One (1) of the Stewards shall be appointed by the Union as Chief Steward.

5.03 The Union shall establish the following Committees:

(a) Grievance Committee

To comprise a maximum of four (4) seniority employees as its members, and the purpose of which is as set out in Step 3 of the Grievance Procedure in this Agreement.

(b) Negotiating Committee

To comprise a maximum of five (5) seniority employees as its members and the purpose of which is as set out in Article 5 of this Agreement.

(c) Labour-Management Relations Committee

To comprise a maximum of four (4) seniority employees as its members and the purpose of which is as set out in Article 5.04 of this Agreement.

5.04 (a) A Labour-Management Relations Committee shall be established as per 5.03(c). This Committee shall not by-pass the Grievance Procedure as set out in this Agreement. The Committee shall concern itself with matters of the following general nature:

- (i) considering constructive criticisms of all activities so that better relations shall exist between the Board and the employees;
- (ii) increasing operating efficiency by promoting cooperation;
- (iii) improving service to the public;
- (iv) reviewing employees' suggestions and questions concerning working conditions and service; and
- (v) promoting education and training of the employees.

(b) The Labour-Management Relations Committee shall meet once every two (2) months (July and August excepted), or more frequently if needed, at such time and place as it is mutually satisfactory to both parties. The meeting shall be chaired alternately by the Union and the Board.

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

5.05 The Parties agree that they shall not hinder, coerce, restrain or interfere in any way with recognized Stewards, or members of Committees in the performance of their duties as set out herein, provided they (the Stewards or members of Committees) have the prior approval of the Superintendent or designate as established in Article 6.

5.06 Stewards and members of Committees must obtain prior approval of the Superintendent or designate, before meeting with Board Officials under this

Agreement. In accordance with this commitment, leaves of absence without loss of pay or seniority shall be granted to such union officers and members who may be required to attend such meetings.

- 5.07 With the prior permission of the Manager of Employee Relations, the Union may hold meetings of C.U.P.E. 1348 on the property of the Board without charge.
- 5.08 The cost of printing this agreement shall be shared equally between the Board and the Union.
- 5.09 The Board agrees to acquaint new employees covered by this Agreement with the fact that this Agreement is in existence, and to provide them with a copy of same at date of hiring.

ARTICLE 6 - UNION RELEASE TIME

- 6.01 (a) Acknowledging the responsibility of the Board to maintain a qualified work force in each sector or department, Union Leave of Absence without loss of pay or loss of seniority may be granted to a maximum of six (6) employees to attend union functions at any one time and a maximum of 35 employee days in a calendar year.
- (b) Request for such leave shall be in writing to the Manager of Human Resources or designate at least two weeks prior to the requested leave. Employees on Union Leave of Absence shall continue to receive their full pay during such leave and the Board will invoice the Treasurer of CUPE Local 1348 for the cost of any replacement/occasional clerical worker (OCW) deemed necessary by the appropriate Superintendent/Manager/Principal or any incremental costs incurred as a result of the leave.
- 6.02 The President of C.U.P.E. 1348 or his/her designate shall be allowed a maximum of .5-F.T.E. (half time) leave as arranged with the Manager of Human Resources or designate. Such leave allocation shall not accumulate from school year to school year. The Union shall be invoiced for the cost of the replacement, calculated at a category 1 entry-level rate, for the leave taken. Any additional leave time required must be requested by the President in writing to the Manager of Human Resources 30 days prior to commencement of the leave. Such approval shall not be automatic but at the discretion of the Manager of Human Resources.
- 6.03 An employee elected or appointed for a position with the Union or any organization with which the Union is affiliated shall be granted leave of absence without pay or other benefits provided by this Agreement for a period of up to one (1) year without loss of seniority. Such leave may be renewed for a further one (1) year. Application for such leave must be made in writing to the Manager of Human Resources for consideration no less than fifteen (15) days prior to the

- commencement of the leave or leave renewal.
- 6.04 Notwithstanding this Article the employee(s) on Union Leaves, excluding leaves under 6.03, will not lose salary, benefits or seniority while fulfilling their Union duties.
- 6.05 (a) All leave requests of one day or greater shall be made in writing using the designated Request for Leave Form to the Manager of Human Resources prior to the commencement of the leave.
- (b) All requests for leaves of less than one day to attend to union business including but not limited to labour-management meetings, grievance meetings and complaint investigation must be verbally requested to and approved by the employees' immediate supervisor or designate.
- 6.06 Upon completion of their Union duties and notwithstanding Article 13 the employee affected in Article 6.03 shall return to the position they held previously and wherever possible at the same work location. Written notice must be provided to the Manager of Human Resources at least 30 days prior to the date of return.

ARTICLE 7 - DEDUCTIONS AND REMITTANCE OF UNION DUES

- 7.01 The Board agrees to deduct from the wages of each employee defined in the bargaining unit a sum equal to the current monthly dues, and to remit such deductions to the Treasurer of the Local Union not later than the 15th day of the month following the months in which such deduction is made, together with a list in duplicate of the names of all employees from whose pay dues were so deducted. The Union agrees to keep the Board informed as to the name and address of the Treasurer of the Local Union and the Union shall indemnify and save the Board harmless with respect to all claims and demands made against the Board by an employee as a result of the deduction and remittance of dues by the Board pursuant to this Article.
- 7.02 The Union shall notify the Board in writing of the amount of such Union dues from time to time.
- 7.03 Any employee who is a member of the Union at the time of the signing of this Agreement shall, as a condition of continued employment, remain a member of the Union, and further, any new employee shall, as a condition of continued employment, become a member of the Union upon appointment to the seniority staff.
- 7.04 It is agreed that probationary employees who are hired may be interviewed by a Union representative who shall be given release time without loss of pay or benefits. Such interview shall not exceed thirty minutes.
- 7.05 Union dues shall be deducted from probationary employees on the same scale

as seniority employees.

- 7.06 Union dues deducted from an employee's pay during the year will be shown on the employee's Income Tax form, T4, for that period.

ARTICLE 8 - SENIORITY

- 8.01 (a) Seniority will be granted on the date commencing with continuous, permanent employment in a permanent office, clerical or technical position with either predecessor employer(s).
- (b) "Continuous" employment refers to uninterrupted service. Approved leaves and the inactive weeks for 10-month positions are not considered service interruptions.
- (c) Where employees have the same Date of Hire or have equal seniority in accordance with 8.01 (a) & (b) the order of seniority shall be determined by chance as agreed upon by the Parties and the determined ranking shall not change.
- (d) Seniority rights of employees shall be established after a probationary period of six (6) months and shall date from the time any such employee first entered the employment of the Board or in the case of uninterrupted service a predecessor Board.
- (e) During the probationary period, a probationary employee shall be entitled to all rights and privileges of the Collective Agreement save and except the right to grieve discipline and discharge.
- (f) Successful completion of the probation period shall be evidenced in writing by the Manager of Human Resources or designate.
- 8.02 A seniority list shall be established and shall be brought up-to-date annually as of March 31 and shall be posted on employee bulletin boards. The seniority list shall contain the name of each seniority employee, the employee's location, job title, F.T.E., category, date of hire and seniority date. This list shall be in order by seniority date from the earliest to the most recent. Seniority of part-time employees shall weigh equal with seniority of full-time employees.
- 8.03 Loss of Seniority
The seniority of an employee shall be lost and the employment of such employee declared terminated in the event that such employee:
- (a) is discharged for just cause and is not reinstated through the grievance or arbitration procedure;
- (b) resigns;

- (c) is absent from work for more than two (2) consecutive days without giving a satisfactory reason to the Board;
 - (d) after a lay-off fails to return to work within seven (7) calendar days after being informed by registered mail to do so unless a satisfactory reason is given to the Board for such failure. It shall be the responsibility of each employee to keep the Board informed of their current address;
 - (e) is laid off for a period longer than two (2) years. The initial day of any lay-off period for a seniority employee shall be the most recent date immediately following employment by the Board, where such employment consists of a minimum of twenty (20) continuous working days.
- 8.04 An employee absent from work because of sickness, accident, lay-off for two (2) years or less, or leave of absence approved by the Board shall not lose seniority rights.
- 8.05 No employee shall be transferred to a position outside the bargaining unit without their consent.
- 8.06 (a) The selection or appointment of an employee for a supervisory position or for any position not subject to this Agreement is not governed by this Agreement. However, if any employee is or has been transferred or appointed to a supervisory position or any position not subject to this Agreement, and later transferred back to a position which is governed by this Agreement then the seniority of such employee will continue to accumulate while in such position not subject to this Agreement for a period of one (1) year. An employee who returns from such position not subject to this Agreement to a position within the scope of this Agreement within a period of one (1) year as previously stated shall receive credit for full seniority both in and out of this Agreement.
- (b) An employee who is or has been transferred to a position not subject to this Agreement, and who does not return from such position to a position within the scope of this Agreement within a period of one (1) year from the date of such appointment, shall cease accumulation of seniority one (1) year from the date of such appointment. If such employee returns to a position within the scope of this Agreement after the aforementioned period of one (1) year, the employee shall be given seniority credit equal to seniority previously accumulated within the scope of this Agreement plus one (1) year.
- (c) An employee returning from a position not subject to this Agreement to the bargaining unit shall be placed in a job consistent with seniority and no lay-off or bumping of a more senior employee shall result from such return.

ARTICLE 9 - DISCIPLINE AND PERSONNEL FILES

- 9.01 (a) In the event that a written report is given to an employee regarding conduct and/or work performance, a copy of the report shall go to the employee's personnel file, and to the employee, and to the Union President. The employee may make a written reply to the report, and the reply shall become a part of the employee's personnel file.
- (b) An employee shall have the right to reasonable access to review the employee's personnel file in the presence of the Superintendent or designate and to respond in writing to any document contained therein, such reply to become a part of the personnel file. Arrangements may be made through the Superintendent or designate for the employee to be accompanied by a Union Official.
- (c) The Board agrees that it will not use past suspensions, disciplinary actions, letters of reprimand and adverse report against any employee for current infractions provided that such suspensions, disciplinary actions, letters of reprimand and adverse reports have occurred more than two (2) years from the current infractions and provided that the said employee has an unblemished record for the two (2) years immediately prior to the date of the current infraction.
- (d) If a formal meeting is called to mete out discipline and the employee is invited, the employee shall have the right to be accompanied by a representative should the employee so choose.
- (e) Where a supervisor intends to meet with an employee for purposes that may result in disciplinary action, the supervisor shall notify the employee in advance of the meeting of his/her right to Union representation. Regardless of whether or not an employee decides to have a representative from the Union present at meetings requested by Board supervisors, no employee shall be requested to sign a statement of facts pertaining to their own situation without a Union Steward present. This does not include confirming receipt of a discipline letter.

ARTICLE 10 - CORRESPONDENCE

- 10.01 All correspondence between the Parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Manager of Human Resources or designate of the Board and the Secretary of the Local Union (with a copy to the President) or their delegated alternates, and affected person(s) concerned. Correspondence which is directed to the Greater Essex County District School Board should be forwarded to the Director of Education and Secretary of the Board.

- 10.02 The Board agrees to provide the local Union Executive with a listing of employees covered by this Agreement complete with address, position held and pay level. This list will be provided by October 15 of each year or as soon as possible in the school year. At the time of hiring of any employee during the term of this Agreement, the Board shall provide the foregoing information to the Local Union Executive via e-mail. In the event of any subsequent changes in any employee's status, including with restriction, resignation and termination, the Board shall notify the Local Union of such change as soon as possible.
- 10.03 With prior approval, the local union may use the inter-office (courier), and e-mail service for the purpose of communicating with its members.
- 10.04 When a tentative agreement is reached between the parties and for the purpose of ratification, the Board will supply the President of CUPE Local 1348 with 300 copies of the tentative agreement. Once ratified by both parties, the Board will have a final draft prepared, proofed and ready for printing within a reasonable time frame, not to exceed 60 days following ratification. It is agreed that the cost of printing this agreement shall be shared equally between the Board and the Union.
- 10.05 A copy of the Board minutes shall be mailed to the Secretary of the Union.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 Within the terms of this Agreement, a grievance shall be defined as a difference of opinion between the parties or between the Board and an employee as to the interpretation, application, administration or alleged violation of this Agreement. A written grievance, as required in Steps 2, and 3 of this Article, shall state:
- (a) the nature of the grievance and background circumstances;
 - (b) the section (s) of the agreement claimed to be infringed; and
 - (c) the remedy or correction required.
- 11.02 Where a dispute involving an employee suspension or discharge occurs, the grievance shall be initiated at Step 3 of the grievance procedure.
- 11.03 A group grievance submitted by a group of employees or a policy grievance submitted by the Union may be initiated at Step 3 of the grievance procedure.
- 11.04 A grievance alleging dissatisfaction with a job posting will be initiated at Step 2 of the grievance procedure provided such grievance is lodged with the Manager of Human Resources within ten (10) working days of the event that gave rise to the grievance. The Manager of Human Resources shall answer the grievance in writing within ten (10) days of the Step 2 meeting.

11.05 The following steps shall govern the grievance procedure:

Step 1 Within fifteen (15) working days of the event which gave rise to the differences, the employee, who may be accompanied by his/her steward, shall discuss the complaint with the immediate supervisor in the area. The immediate supervisor in the area shall reply orally within five (5) working days of the discussion.

Step 2 Failing satisfaction at Step 1, then within five (5) working days of the date upon which the reply was due in Step 1, the Union shall reduce the grievance to writing, and submit the grievance to the appropriate Manager/Superintendent who shall convene a meeting within five (5) working days with the grievor and his/her steward in an attempt to settle the dispute. The appropriate Manager/Superintendent shall answer the grievance in writing, within five (5) working days of the meeting.

Step 3 Failing satisfaction at Step 2, then within ten (10) working days after receipt of the reply of the appropriate Manager/Superintendent in Step 2 above, the Union may submit the grievance to the Manager of Employee Relations, who shall meet with the grievor and the Grievance Committee within ten (10) working days of receipt of the grievance in an attempt to settle the dispute. The Manager of Employee Relations shall answer the grievance within ten (10) working days of the meeting.

Step 4 Failing satisfaction at Step 3, The Union may, at its discretion, appeal the decision of the Manager of Employee Relations to the Director's Council within ten (10) days after receipt of the reply of the Manager of Employee Relations. The Union shall be permitted to submit a written brief, not to exceed 5 pages, to the Director's Council. In the event of a grievance involving a dismissal the Union shall be permitted to present a brief before the Director's Council. Submissions and/or presentations before the Director's Council shall be scheduled within ten (10) days of the request to initiate Step 4. The Director's Council shall respond within five (5) days following the scheduled meeting.

If the grievance is still unresolved after exhausting the above procedure, the Union may submit the grievance to Arbitration in accordance with Article 12 of the Agreement.

11.06 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the mediator and the time line for grievance mediation to occur.

11.07 Any time limits mentioned in the grievance and arbitration procedures may be extended by mutual agreement between the parties and by notification and confirmation in writing. A request for extension of time limits shall not be unreasonably withheld by either party.

11.08 A grievance lodged by the Board shall be submitted in writing to the President of

the Union. The President of the Union shall respond in writing to the Board within ten (10) working days after receipt of the grievance. In the event the matter is unresolved, the Board may submit the grievance to arbitration in accordance with Article 12.

ARTICLE 12 - ARBITRATION

- 12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties, may, within forty-five (45) days, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation for a decision by a single arbitrator.
- 12.02 The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 12.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance as per Article 11.06.
- 12.04 Each of the parties hereto will jointly share the expenses of the arbitrator.
- 12.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 12.06 If a grievance concerns the discipline of an employee, including disciplinary dismissal, the arbitrator may confirm the decision of the Board or reinstate the employee with or without full compensation or otherwise modify the penalty.

ARTICLE 13 - POSTING OF VACANCIES AND TRANSFERS

- 13.01 When a permanent vacancy or temporary vacancy of 85 working days or more occurs within this bargaining unit and the Board determines to fill such vacancy, or when the Board determines to increase the number of employees within this bargaining unit, the Board shall post notice of the vacancy for seven (7) working days, setting forth the location, qualifications, job, category or classification and the weekly work schedule to be subject to the following conditions:
- (a) The identification of the location of the vacancy does not limit the Board's right to transfer pursuant to 13.07.

- (b) It is understood that weekly work schedules may undergo temporary adjustment in keeping with Article 15.
 - (c) A temporary vacancy predetermined to be greater than eighty-five (85) working days will be posted. In cases where the job is not predetermined to be greater than 85 working days the OCW will be paid at job rate and all rights and privileges except seniority on the eighty-sixth (86) day until such time as the permanent employee returns to the position or until the one year time frame is reached as per Article 13.08 (g). The OCW will return to the OCW list and will be paid at the OCW rate once the temporary assignment has ended.
 - (d) The employee shall provide documentation regarding qualifications to the Manager of Human Resources or designate. In the case of a posting, a qualification must be presented prior to the closing date of the posting. Postings shall include qualifications, if required, and any appropriately qualified employee may apply.
- 13.02 Notwithstanding 13.01(d), the Board will not entertain applications from persons within the same occupational classification of the posted position.
- 13.03 The job left vacant by the successful applicant for the initial posting shall be posted in conformity with Article 13.01 above with no more than two (2) subsequent postings being required. An employee who is a successful applicant for a vacancy shall not be entitled to apply for any other vacancy for a period of six (6) months except where a financial gain for such employee is involved.
- 13.04 (a) For all postings, a selection committee, as determined by the Manager of Human Resources or his/her designate in the appropriate division, shall give primary consideration to the top ten (10) seniority applicants and the following factors relevant to the requirements of the position in determining which employee is to be selected:
- (i) academic qualifications;
 - (ii) experience within the Board or predecessor boards and/or experience outside the current Board;
 - (iii) past work record of the applicants and references from current and prior immediate supervisors;
 - (iv) if the position requires an interview and/or passing an examination or skill testing to qualify for a particular position, such interview and examination shall be conducted in a manner that will provide a fair and objective evaluation of all applicants who shall be evaluated against the same set of standards for consideration in the position; and

- (v) seniority, only when in the judgment of the Selection Committee, which shall not be exercised in an unfair manner, factors (a) (i)-(iv) are relatively equal between two (2) or more applicants.

The Selection Committee shall normally consist of the Manager of Human Resources or designate, supervisor/principal/manager of the vacant position, and two (2) additional management members which will balance the gender component of the Committee and will be in conformity with Board Policy as amended from time to time.

- (b) The successful applicant to a new position shall be allowed a period of ninety (90) working days to prove their ability for the position. If the employer finds they are unable to perform the duties of the position during such period the employee shall revert to his or her former classification and position.
- (c) Where, in the opinion of the selection committee, none of the full-time or part-time employees or OCW's who have applied, are qualified to fill vacancies, or if no one has applied, the Board reserves the right to engage an employee from any other source.
- (d) In the above situations, the supervisor will undertake to provide, in the initial weeks on the job, a program of orientation relative to the position, however, the availability of such orientation shall have no bearing on the selection decision.

- 13.05 (a) All internal applicants shall be notified in writing of the selection by the Board within fourteen (14) working days following the selection decision.
- (b) Vacancies posted shall be decided within twenty-one (21) working days following the closing date of such posting. Thereafter, the Board will place the successful applicant in the position she/he was selected to as soon as is practical but within thirty-five (35) working days of the closing date of the posting. In special circumstances a longer period may be required with prior consultation with the Union.

13.06 The Union shall be notified within ten (10) working days, following the official notification of the employee, of all appointments, promotions, transfers, lay-offs and terminations of employment affecting the bargaining unit. The Human Resources Manager or designate shall advise the applicants of the reason for an unsuccessful application when a person with more seniority does not receive the promotion. Such advice may take verbal or written form as decided by the Manager of Human Resources.

- 13.07 (a) Where an employee transfer is under consideration, the Union shall, whenever possible, receive notice at least ten (10) working days in

advance of the intended date of transfer. Such notice shall include reasons why the projected transfer is deemed necessary. Prior to the date of transfer, if the Union so requests, a Labour-Management meeting will be scheduled for discussion on the matter.

- (b) Final approval of such a transfer shall rest with the employer. The employer will not exercise the decision to transfer in a bad faith or in an arbitrary or discriminatory fashion.
 - (c) The employer will use their best effort to ensure that no seniority employee will be transferred or replaced with an employee with less seniority.
- 13.08
- (a) An employee may request a transfer to another position within their occupational classification. Every employee requesting a transfer will submit their transfer form to the Manager of Human Resources, with a copy to the president of the Bargaining Unit. Applicants will be allowed to transfer to another location or within the same work location in the same occupational classification. A transfer can be used to increase or decrease hours or change from ten (10) to twelve (12) months or twelve (12) months to ten (10) months.
 - (b) All transfers will be considered in order of seniority.
 - (c) A request for transfer does not limit the Board's right to transfer pursuant to 13.07.
 - (d) Transfer requests are to be submitted by April 1 in any given school year in order to be effective the following school year.
 - (e) All applications for transfer shall be acknowledged in writing.
 - (f) Transfer requests are exercised only upon recognition of a vacancy. When a vacancy is declared a maximum of three (3) transfer requests shall be granted before a vacancy is posted.
 - (g) Applications for transfer will be valid for twenty-four (24) consecutive months from the date of submission of the request. A new application for transfer from an employee who has been granted a transfer will not be considered for twelve (12) months from the date of transfer.
 - (h) Once the transfer has been granted the transfer request form is removed from the transfer file. Any future transfer requests must be submitted on a new form.
- 13.09 An employee who has been ill and not able to perform the duties of the job for a continuous period of greater than twelve (12) months may be required to

relinquish the position. The position will then be treated as a vacancy as in this Article. The employee shall retain current seniority and, when the employee is able to return to work, as certified by a medical practitioner within a period of 2 years of the permanent posting, the employee shall return to the position, if it still exists, or if the position does not exist or is occupied by an employee with greater seniority, the returning employee shall exercise the bumping provisions.

The returning employee shall be required to give the employer, notice in writing, at least thirty (30) days prior, of the intent to return to work.

- 13.10 Interested seniority employees may apply for a temporary transfer to fill the temporary vacancy in excess of 85 days, provided that the vacancy is listed under a job title which is different from that of the applicant's present job.

Final approval of such a transfer shall rest with the employer. Temporary replacement of transferred employee will be accomplished under the terms of Article 14.

ARTICLE 14 - LAY-OFF AND RECALL

- 14.01 A lay-off shall be defined as a reduction in the work force or a reduction in weekly hours (excluding summer closing of elementary schools, March Break, Christmas and other regularly scheduled school closings).

- 14.02 In order to minimize disruption to schools and offices, prior to bumping of the least senior employee as indicated in 14.02(a), employees who are to be laid off, may be placed in any vacant position within the same classification, which may be available at that time following the transfer procedure.

- (a) An employee, who is laid off shall have the right to accept the lay-off or to bump a member of the bargaining unit with lower seniority, provided that the employee is qualified and can perform the requirements of the job. In order of seniority, employees will have the choice of the following options:
- (i) the least senior employee in the same occupational classification who has the same number of hours per week; or
 - (ii) the least senior employee, in the same wage category who has the same number of hours of work per week; or
 - (iii) the least senior employee, in the same wage category working fewer hours per week; or
 - (iv) the least senior employee in the next lower wage category successively working any hours.

In each of the above (ii), (iii) & (iv), the least senior employee refers to the

least senior employee in the category in an occupational classification for which they are qualified.

- (b) An employee, who would subsequently be laid off as a direct result of the initial bump permitted under 14.02(a), shall have the right to accept the lay-off or to bump a member of the bargaining unit with the least seniority provided that the employee is qualified and can perform the requirements of the job. In order of seniority, employees will have the choice of the following options:
 - (i) the least senior employee, in the same wage category who has the same number of hours of work per week; or
 - (ii) the least senior employee, in the same wage category working fewer hours per week; or
 - (iii) the least senior employee in the next lower wage category successively working any hours;

In each of the above (i), (ii), (iii), the least senior employee refers to the least senior employee in the category in an occupational classification for which they are qualified.

- (c) An employee who has been bumped as a result of 14.02(a), (b) or (c) may accept the layoff or bump the least senior employee in an equal or lower wage category provided the employee is qualified and can perform the requirements of the job.
- (d) In each of the above bumping situations, the employee shall provide to the Board by the end of the second workday after receiving written notice, their written decision regarding bumping or it will be deemed that they have accepted the lay-off.

- 14.03
- (a) Employees shall be recalled to work on the basis of seniority to their classification. New employees shall not be hired for permanent job vacancies and/or OCW's will not be placed in permanent vacancies until those laid off have been given an opportunity for recall.
 - (b) A laid-off employee shall be placed at the top of the OCW list and be given first priority to the next available OCW position.
 - (c) If there are no positions held by an OCW available, a laid-off employee shall have the right to displace any OCW in a temporary position of their choice provided the employee is qualified and can perform the requirements of the job.
 - (d) Employees will be recalled to the classification they were displaced from for up to two (2) years of their date of lay-off or the initial bump.

- 14.04 Unless legislation is more favourable to the employees, the Board shall notify the employees who are to be laid off thirty (30) calendar days prior to the effective date of the lay - off. If the employee has not had the opportunity to work the days as provided in this sub-article, the employee shall be paid for the days for which work was not made available.
- 14.05 Pursuant to the bumping procedure as outlined in this Article, the Executive of the Union which is comprised of the President, the Vice-President, the Treasurer and the Chief Steward shall be the last persons laid off during their term in office.
- 14.06 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 14.07 Every effort will be made to provide eligible employees with their Record of Employment within five (5) days of the last day of work.
- 14.08 When overtime is approved, and there are bargaining unit members on layoff, such employees may be asked to work provided they are qualified to perform the task. This shall not apply to overtime which may arise in an emergency situation or for situations which require up-to-date knowledge of the task to be performed.
- 14.09 Employees on the recall list shall be responsible for informing the Board and CUPE of any new areas of qualification and of any change of address.
- 14.10 Redundant employees must notify the Human Resources Manager by registered mail no later than March 1 of each year, that they wish to remain on the recall list for the following school year.
- 14.11 The Board shall maintain and publish by April 1 of each year, a recall list of redundant employees in order of seniority, with a copy to the Union.
- 14.12 The Board shall notify employees being recalled by registered mail and such employees shall notify the Board of acceptance no later than five (5) working days after receipt of recall notice. An employee, unable to notify the Board of acceptance within five (5) working days due to injury, illness or other reasons deemed acceptable by the Human Resources Manager shall not lose future recall rights.
- 14.13 An employee on lay-off may continue to participate in the Board's Benefit Plan at his/her expense for up to two (2) years or until such time as other employment is found, whichever comes first.

ARTICLE 15 - HOURS AND CONDITIONS OF WORK

- 15.01 For members of this bargaining unit, regular hours of employment shall be seven

(7) hours per day, five (5) days per week, Monday to Friday, or as regularly scheduled for the required days. Up to one (1) hour without pay shall be permitted per day for lunch. The appropriate Superintendent/ Principal/Manager shall have the right to alter hours of work where the better operation of the system requires it.

- 15.02 (a) No shift will be less than 3.5 continuous hours.
- (b) A seniority employee who reports for a regular shift and who is not allowed to commence work or whose work is discontinued by the Board after having commenced such regular shift due to no fault of the employee shall be paid for the balance of the day at their regular rate of pay.
- (c) Shift times shall begin and end as follows:
A.M. shifts will begin between the hours of 7:30 A.M. and 9:00 A.M.
A.M. shifts will end between the hours of 11:00 A.M. to 12:30 P.M.
P.M. shifts will begin between the hours of 11:30 A.M. and 1:30 P.M.
P.M. shifts will end between the hours of 3:30 P.M. to 5:00 P.M.

Shift start and end times will be determined by the Manager of Human Resources, after consultation with the Principal.

- 15.03 All employees shall be permitted a fifteen (15) minute rest period both in the first half and in the second half of a normal daily shift.
- 15.04 Management reserves the flexibility of temporarily rescheduling the regularly scheduled time within the week, at the regular rates of pay.
- 15.05 In situations where an employee has been unable to take a full lunch period, the employee shall have his/her start/quit time adjusted by an amount equal to the amount of unused lunch period.
- 15.06 By mutual agreement between the employee and the supervisor the normal thirty-five (35) hour workweek may be scheduled on a four (4) day basis Monday to Friday beginning July 1 through August 31.
- 15.07 Employees who travel on a regular basis from one work location to another as a requirement of their position will be entitled to claim mileage in accordance with Board policy and will also be allowed an appropriate amount of travel time as determined by the Superintendent/Principal/ Manager in consultation with the employee. This time shall be included as part of their seven (7) hours worked each day, exclusive of lunch and two (2) fifteen (15) minute break periods. This provision is applicable only if such travel is imposed on the employee by the Board, as a requirement of the job. Mileage claims are not applicable if the travel is as of a result of dual work locations at the request or application of the employee.
- 15.08 (a) Seniority employees working less than thirty-five (35) hours per week who

wish to declare their availability for other work shall write to the Manager of Human Resources annually by December 15 to declare where and when they will be available for work for the next calendar year. The employee may change this declaration at any time, in writing, to the Manager of Human Resources.

- (b) Where it is decided to effect a replacement and taking into consideration the work schedule involved, seniority employees working less than thirty-five (35) hours per week, including those on lay-off, and who have declared their availability, will be given preference over "occasional clerical workers" at the grid rate of pay.

15.09 The Board agrees to consult with the President of the Union concerning policy changes, that may affect the working conditions of the employees covered by this agreement. Whenever possible, such consultation process will be initiated thirty (30) days prior to the implementation of such changes.

15.10 If two employees in the same occupational classification wish to job share the request may be granted one (1) year at a time. The employee may so request, through the Manager of Human Resources, by February 1 to be effective the following September. The specific details of the working conditions of each job sharing arrangement will be mutually agreed to by the parties.

ARTICLE 16 - SALARIES AND WAGES

16.01 All employees covered under the provisions of the Agreement shall be paid in accordance with the hourly rate shown in the following schedule:

SALARY SCHEDULE

For the period September 1, 2001 to August 31, 2003

Category		Effective 2001 09 01	Effective 2002 03 01	Effective 2002 09 01	Effective 2003 03 01
I	0	15.46	15.61	15.77	15.93
	1	15.88	16.04	16.20	16.36
	2		16.28	16.44	16.60
II	0	16.51	16.68	16.85	17.02
	1		16.95	17.12	17.29
	2		17.38	17.55	17.73
III	0	17.39	17.56	17.74	17.92
	1		17.86	18.04	18.22
	2		18.31	18.49	18.67
IV	0	18.32	18.50	18.69	18.88

	1	18.95	19.14	19.33	19.52
	2	19.42	19.61	19.81	20.01
V	0	18.85	19.04	19.23	19.42
	1	19.33	19.52	19.72	19.92
	2	19.83	20.03	20.23	20.43

SALARY SCHEDULE.....continued

For the period September 1, 2001 to August 31, 2003

Category		Effective 2001 09 01	Effective 2002 03 01	Effective 2002 09 01	Effective 2003 03 01
VI	0	20.46	20.66	20.87	21.08
	1	21.00	21.21	21.42	21.63
	2	21.53	21.75	21.97	22.19
VII	0	21.34	21.55	21.77	21.99
	1	21.91	22.13	22.35	22.57
	2	22.46	22.68	22.91	23.14
VIII	0	23.35	23.58	23.82	24.06
	1	23.96	24.20	24.44	24.68
	2	24.57	24.82	25.07	25.32
IX	0	29.20	29.49	29.78	30.08
	1	29.96	30.26	30.56	30.87
	2	30.73	31.04	31.35	31.66
Occasional Clerical Worker (OCW)		12.36	12.48	12.60	12.73

CLASSIFICATIONS

Category I	Elementary Clerk Mail Clerk Secondary Clerk
Category II	Design 2000 Clerk Educational Resource Clerk Program Inventory Clerk Receptionist
Category III	Academic Secretary/Receptionist Media Secretary Secondary Secretary Student Services Secretary I

Category IV	Accounting Clerk I *Accounting Clerk II Elementary Secretary Graphics Technician Human Resources Secretary/TESS Operator Office Services Clerk Plant Operations Secretary Payroll Clerk Purchasing Clerk I *Purchasing Clerk II Rentals Clerk Student Services Secretary II Transportation Clerk
Category V	Client Support Desk Administrator Professional Library Secretary Program Secretary Secretary to Manager of Facility Services
Category VI	Secondary Senior Secretary
Category VII	Maintenance & Repair Technician School Support Technician Software Support Technician
Category VIII	Purchasing Agent Programmer Senior Buyer
Category IX	Software Training Specialist

Anyone previously red circled to remain red circled for the life of this agreement.

*Incumbents in these positions will be red circled.

- 16.02 (a) An employee required to assume the responsibilities of a higher level occupational classification covered by this agreement on a permanent or a temporary basis for a period in excess of three (3) working days will be paid in the range of the higher level position for all hours worked in such occupational classification. The higher rate will be determined in accordance with Article 16.02(b).
- (b) When it is decided that an employee will be temporarily assigned to relieve an absent employee who is at a higher-grade level, rate of pay shall be at the first grid step for that position. When an employee is temporarily assigned to a lower grade level, the rate of pay shall not be reduced.

- 16.03 Employees will advance on the wage grid for their position annually on their anniversary date.
- 16.04 (a) Every probationary and seniority employee shall be placed in the category in which employed and shall receive salary and benefits in the proportion of the numbers of hours worked to that of thirty-five (35) hours per week.
- (b) An employee who applies and is selected for or is recalled to or bumps to a lower level occupational classification will be placed at the step on the new salary schedule identical to his or her placement on the previous salary schedule.
- 16.05 An employee who obtains a position in a higher category will be placed on the grid step that ensures an increase in their hourly rate of pay.
- 16.06 Wages shall be paid biweekly in accordance with classification and rates of pay as set forth in this Article. The employer will provide reasonable notice of the date at which time the payroll can be amended to provide for biweekly pay periods. This change will not take effect prior to December 31, 1999. Upon payment of wages on each payday, wages and deductions shall be itemized.

ARTICLE 17 - OVERTIME

- 17.01 Overtime requires the prior approval of the appropriate Superintendent/Principal/Manager.
- 17.02 All approved time worked outside of the regular thirty-five (35) hour workweek shall be deemed to be overtime. Overtime will be paid at a rate of time and one-half the employee's regular rate for authorized work performed:
- (i) In excess of seven (7) hours per day; or
- (ii) In excess of thirty-five (35) hours per week; or
- (iii) On Saturday.
- 17.03 Whenever possible overtime will be prearranged with the employee forty-eight (48) hours in advance.
- 17.04 Whenever possible the appropriate Superintendent/Principal/Manager shall make every effort to distribute overtime equitably to employees in the same work location and same job classification.
- 17.05 Overtime shall be paid for at the rate of time and one-half of the normal rate for work performed during the normal workweek, Monday through Friday. All work

performed between the hours of 12:01 a.m. Saturday to 12:00 midnight Saturday shall be paid at the rate of time and one-half of the normal rate. All work performed between the hours of 12:01 a.m. Sunday and/or holiday and 12:00 midnight which ends the same day shall be at the rate of double time of the normal rate.

- 17.06 Prior to the payment of overtime under 17.05, with the approval of the appropriate Superintendent/Principal/Manager, overtime may be taken as time off at the rate accumulated, such time in lieu of overtime shall not exceed the equivalent of thirty-five (35) hours at any given time. Such hours will be taken as time off at a time mutually agreed by the employee and the supervisor. Failing mutual agreement between the employee and the supervisor, and with the approval of the Manager of Human Resources, the hours will be paid at the appropriate rate.
- 17.07 An employee who works in excess of nine (9) hours per day shall be granted up to one hour off without pay for the purpose of eating. In such cases, such employee shall receive a meal allowance of \$8.00.
- 17.08 An employee who is called in and required to work outside the Board's regular working hours shall be paid a minimum of three and one-half (3.5) hours at overtime rates.

ARTICLE 18 - PAID HOLIDAYS

- 18.01 Subject to the condition that the employee must be at work on the regularly scheduled workday previous and the regularly scheduled workday following the holiday the Board recognizes the following as paid holidays:

Good Friday
Easter Monday
Queen's Birthday (Victoria Day)
Dominion Day
Civic Holiday*
Labour Day
Thanksgiving Day

The period from Christmas Eve Day and New Years' Day inclusive and any other day proclaimed by the Federal, Provincial or Municipal Governments as a general holiday.

* Civic holiday does not apply to employees who are not working during July and August.

- 18.02 When any of the above holidays fall on an employee's vacation the employee shall be granted an alternate day off in lieu of such holiday.

- 18.03 An employee shall be paid for the above holidays at the regular rate of pay excluding overtime.
- 18.04 An employee shall not lose holiday pay if:
- (a) the holiday falls within the first or last week of a layoff or of an approved leave of absence.
 - (b) the holiday falls during the absence when sick leave credits are being utilized. An employee who is absent and receives sick leave and/or Workplace Safety & Insurance Board benefits on the regularly scheduled working day previous to or following a holiday(s) as set out in 18.01 above, will be deemed eligible to receive pay for such holiday(s) without deduction from the employee's Cumulative Sick Leave for that statutory holiday(s).
- 18.05 When any of the said holidays fall on a Saturday or Sunday, the Board shall grant equivalent alternative time off with pay.
- 18.06 Employees working less than thirty-five (35) hours per week will be paid for such holidays on a pro-rated basis relative to a 35-hour workweek.

ARTICLE 19 - VACATION

- 19.01 (a) An employee employed on a twelve-month basis shall be entitled to a vacation at the regular rate of pay, excluding overtime, calculated for each vacation year (July 1 to June 30) as follows:
- (1) less than one (1) year - one (1) day for each completed month of service - maximum ten (10) days
 - (2) after one (1) year - ten (10) days
 - (3) after three (3) years - fifteen (15) days
 - (4) after ten (10) years - twenty (20) days
 - (5) after eighteen (18) years - twenty-five (25) days
 - (6) after twenty-five (25) years - thirty (30) days
- Employees of the former Essex County Board of Education are frozen at current levels of vacation as of August 20, 1999. Future advances shall be at rates indicated above.
- (b) Computing Vacation Pay
Vacation entitlement for seniority employees regularly scheduled to work

ten months per year, shall be calculated as follows:

$$\frac{\text{Number of days of vacation entitlement (Art. 19.01) X regularly scheduled hours/day X number of days paid (excluding WSIB) including pro-rated vacation entitlement}}{261 \text{ days}}$$

= vacation hours per year

- 19.02 Seniority Employees working less than thirty-five (35) hours per week shall be granted annual vacation allowance in accordance with the ratio which their scheduled hours in a normal workweek bears to thirty-five (35) hours; such ratio to be applied to the vacation schedule of a regular full-time employee set out in 19.01 above, and based upon continuous scheduled service. (Please refer to Article 19.01(b) for method of calculation.)
- 19.03 Pay in lieu of vacation time for ten-month employees under 19.01(b) above will be paid on a per pay basis.
- 19.04 In addition to the vacation entitlement outlined in 19.01, employees shall be entitled to one (1) additional week of vacation in their year of retirement.
- 19.05 Vacation Scheduling
- (a) All employees who are entitled, in accordance with the provisions of Article 19.01(a), to vacation time off with pay, shall be notified as to their current year's entitlement on or before March 31, of each year.
 - (b) Employees shall be asked to state their preference in vacation dates by April 15th of the vacation year.
 - (c) Annual request for vacation shall be confirmed by the Supervisor/Manager/Principal to each seniority employee on or before May 1st of each year.
 - (d) Employees wishing to exchange vacation schedules after the schedule is completed must have the approval of the Supervisor/Manager/ Principal. Management reserves the right to approve/alter vacation schedules if the better operation of the system requires it.
 - (e) The Board shall, subject to the right to manage a qualified work force, grant the change of vacation dates to the employees with greater seniority within a single work location among employees within the same job classification.
- 19.06 Computing Vacation Entitlement
Years of service, as set out in Article 19.01, shall be determined from July 1st of the year preceding the year of vacation entitlement and June 30th of the year of vacation entitlement.

- 19.07 An employee who is absent from work because of illness or accident shall be entitled to vacation in accordance with 19.01 provided that the number of weekly payments under Workplace Safety and Insurance Benefits or sick leave and vacation do not exceed 52 in any vacation year (July 1 to June 30). In cases where the number of weekly payments under Workplace Safety and Insurance Benefits or sick leave plus vacation exceed 52 weeks, the vacation entitlement shall be reduced so as to make the combined weekly payments not to exceed 52 weeks.
- 19.08 An employee leaving the service of the Board at any time in the vacation year before having taken his/her vacation shall be entitled to a proportionate payment of pay or wages in lieu of such vacation. Such vacation credits shall be paid to the estate of an employee who dies.
- 19.09 An employee in a twelve month position who moves to a ten month position before having completed his/her annual vacation entitlement at the time of his/her move, will be entitled to receive pay in lieu of vacation for the unused portion of his/her entitlement calculated at the time of the move and at the rate of pay in effect immediately prior to such move.
- 19.10 An employee's vacation time should be completed before the commencement of the next period of accumulation. Notwithstanding the foregoing, the Board agrees to consider exceptions to this policy in order to accommodate special circumstances for reasons approved by an employee's supervisor and the Human Resources Manager and/or his/her designate.
- 19.11 Paid Holiday During Vacation
If a paid holiday falls or is observed during an employee's vacation period, such employee shall be granted an additional day of vacation for each such holiday in addition to regular vacation time.
- 19.12 It is agreed that if it becomes necessary for an employee to be confined to hospital and/or home as a bed patient on his/her doctor's orders as a result of illness or injury suffered while on vacation, or as a result of a recurrence of any disability for which such employee would be entitled to Workplace Safety and Insurance Benefits, the time spent in bed (hospital and/or home) shall be charged to such employee's cumulative sick leave or Workplace Safety and Insurance Benefits as the case may be, provided the employee provides proof of his/her confinement satisfactory to the Human Resources Manager.

ARTICLE 20 - SICK LEAVE

- 20.01 Sick Leave and Cumulative Sick Leave Plan
- (a) (i) An employee transferring from another system shall begin his/her service with the Board with the cumulative sick leave credit to which he/she is entitled in accordance with the Education Act.

- (ii) Any employee transferring credits to the Greater Essex County District School Board Cumulative Sick Leave Plan shall provide a statement in writing duly signed by the former employer, certifying number of days to the employee's credit in the fund from which the transfer is to be made.
- (b) An employee shall receive sick leave credits for each month of service with the Board equal to 1.5 days for each month of active service (maximum of 18 days per year). Sick leave credits will be prorated based on hours worked. For purposes of this Article active service is to exclude layoff and normal school closures such as Christmas, March Break, summer close down, time spent under WSIB or an unpaid leave of absence.
- (c) A deduction shall be made in cumulative sick leave credits amounting to the number of days which an employee is absent through illness and for which that employee is paid in any year, provided the employee has cumulative sick leave days to his/her credit.
- (d) Sick leave credits not used in any year shall accumulate from year to year to a maximum of 270 days. Seniority employees, employed by the Board as of August 20, 1999, whose sick days exceed the maximum of 270 days will adopt their sick day allotment as of August 31, 1999 as their permanent cumulative sick leave maximum.
- (e) All years of active service with the Board, except during leave of absence, will be included when calculating the cumulative sick leave credit of an employee.
 - (i) Employees are not entitled to draw benefits from the Sick Leave Plan during their probationary period. Upon completion of their probation, sick leave of 1.5 days per month from the date of hire shall be credited to each employee. The Board may advance payment of post-probation credits to an employee who is ill during the required probation provided that such employee who does not complete the required probation shall repay such advance of credits upon termination.
 - (ii) Where an employee has been employed for more than two (2) years, and has used up all his/her sick leave credits, the Board may allow him/her sick leave of up to thirty (30) days in the case of an extended illness provided that such excess allowance be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. Upon his/her return to work, the employee is obligated to eliminate the sick leave debit at the rate of one-half (1/2) his/her annual sick leave credits.

- (f) The Board may require an employee to submit a medical certificate certifying as to the length of the absence and/or the employee's suitability to return to employment.
- (g) An absence of five (5) working days or more must be certified by a medical practitioner.

20.02 Retirement Allowance

- (a) In case of retirement with O.M.E.R.S. pension or death while in the employ of the Board, the Board shall pay an allowance to a maximum of 50% of the employee's salary as follows:
 - (i) in the case of retirement, payment shall be made to the employee provided that the employee has at least ten (10) years' service with the Board;
 - (ii) in the case of death, payment shall be made to his/her named beneficiary or estate.

- (b) The amount of retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times \frac{C}{2}$$

- A - Cumulative sick leave at retirement or death.
- B - Years of service with the Board.
- C - Annual salary at retirement or death except for employees on an indefinite leave of absence as provided for in subsection 20.02(d), and excludes overtime.
- (c) An employee at retirement with O.M.E.R.S. pension has the option of receiving payment of the retirement gratuity in the year of retirement or splitting the payment between the year of retirement and the following calendar year.
- (d) The retirement gratuity of an employee on an indefinite leave of absence shall be based on the salary in effect in the last year of active service with the Board.

Former Windsor, OSSTF-SSBU

- (e) Notwithstanding anything contained in Section 20, employees hired on or before March 25, 1992 will continue with the service gratuity presently in existence which is provided to an employee who leaves the employ of the Board after five (5) years of service. The service gratuity will amount to 50% of the unused portion of the cumulative sick leave credits to a maximum of half a years' salary.

Former Essex CUPE Local 1348

- (f) Notwithstanding anything contained in Section 20, for former Essex employees as of August 20, 1999, during the calendar year in which a seniority employee completes ten (10) or more years of service with the Board or a predecessor thereof, and the employment terminates, a gratuity shall be payable based upon half the number of sick leave days standing to the credit of such employee at the salary or wages in effect at that time; in any event, the gratuity is not to be in excess of the amount of one-half year's current earnings.
- (g) Section 20.02(f) above does not apply to employees hired on or after August 20, 1999.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Except as provided in this Article, whenever an employee applies for and is granted a leave of absence, the application and approval shall be in writing with copies to the Union, setting out the length of the leave, its purpose, and whether with or without pay.

21.02 The Board may grant leave of absence without pay to an employee for good and sufficient reason.

21.03 Application shall be made in writing, a minimum of 5 days in advance for reasons (6) to (9) and (11), stating circumstances, to the Manager of Human Resources or designate. In emergency situations, a telephone request will suffice but must be followed by a written application.

<u>Reason</u>	<u>Maximum Allowance</u>
(1) Death of parent or guardian, spouse or equivalent, child or sibling.	5 days
(2) Death of mother or father-in-law, sister or brother-in-law, son or daughter-in-law, grandparents, grandchildren, and total dependents	3 days
(3) Serious illness of spouse or equivalent, parent, child, brother, sister, mother or father-in-law, son or daughter-in-law, and total dependents	1 day
(4) Funeral of relative not mentioned in (1) or (2) above, or a friend	1 day
(5) Examinations, Education	1 day per examination dependent upon time and place
(6) Graduation self, spouse, or equivalent, child, parent (if beyond secondary school)	1 day, dependent upon time and place
(7) Quarantine	Period certified by the M.O.H.
(8) (a) Court Appearance if not a party to the action, but if summoned as a witness	Period required by the court
(b) Court Appearance party to action	1 day
(9) Jury Duty	Period required by the Court
(10) Paternity/Adoption Leave-	

For absence occasioned by the birth or adoption of a son or daughter, if the employee is not using any provision under Article 22 (Pregnancy/Parental Leave). 1 day

(11) Compassionate: At the discretion of the Board, which will not be unreasonably withheld, the Manager of Human Resources or designate may grant an employee a leave of absence for personal reasons without loss of salary and benefits and without deduction of sick leave credits. maximum of two (2) days per calendar year

21.04 It is the employee's responsibility to be at work and on duty. During a day of inclement weather, if the facility has been closed, or the employee is unable to arrive at work after a conscientious effort and the supervisor is called and advised, no reduction in remuneration will be made.

21.05 An employee elected to public office or engaged in military service will be granted leave of absence without pay or other benefits provided by this Agreement for a period of one (1) year or for the normal term of such elected office. Such employee shall continue to accumulate seniority for the term of such leave. Such leave shall be renewed for a further one (1) year period or for the normal term of such elected office with a maximum of two such renewals provided application in writing is made to the Board no less than two (2) months prior to the effective date of each renewal, but such employee shall not continue to accumulate seniority during such renewals.

21.06 An X over Y Plan will be available to members in accordance with Revenue Canada regulations and shall form part of this Collective Agreement as Appendix "A".

ARTICLE 22 - PREGNANCY, ADOPTION AND PARENTAL LEAVE

22.01 The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.

22.02 A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

22.03 (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the employee and the Human Resources Manager or his/her designate. The return date will be determined prior to the commencement of the leave.

- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the Human Resources Manager or his/her designate upon a request by an employee. Such leave to terminate on a date mutually agreed by the employee and the Human Resources Manager or his/her designate but not to exceed beyond the end of the school year.
- 22.04 The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under 22.03 (i) or (ii) above.
- 22.05 An employee on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.
- 22.06 For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, seniority shall continue to accumulate for a period not to exceed two (2) years.
- 22.07 Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave.
- 22.08 The pregnancy/adoption/parental leave applied shall apply with respect to any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.
- 22.09 The Board shall provide for employees on pregnancy leave, a supplementary unemployment benefit plan approved by Human Resources Canada. For each week of the two week mandatory waiting period, the plan will pay a sum equal to the EI benefit that would be payable to the employee each week of the benefit period.

ARTICLE 23 - EMPLOYEE BENEFITS

- 23.01 Pension
The pension plan established by the Board through the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) shall be applicable in accordance with OMERS regulations and Board motion.
- 23.02 Hospital and Medical Insurance Plans
- (a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above O.H.I.P. and/or Workplace Safety & Insurance benefits.
 - (b) The Board will pay the full premium cost of:

- (i) An Extended Health Care Plan for employees and their dependents which provides coverage over and above O.H.I.P. including enhanced out-of-Canada coverage. The deductible during any given year shall be \$10 per individual or \$20 per family.
- (ii) A generic prescription plan for employees and their dependents whereby local pharmacists receive a flat amount of \$2.00 per prescription. On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs. The drug plan will include coverage for oral contraceptives.

23.03 Group Life Insurance

- (a) The Board will pay the full premium cost of a group life insurance plan which provides for \$70,000 straight term coverage.
- (b) Optional group life insurance will be offered to employees at their expense. The maximum optional group life insurance will be \$100,000 in \$25,000 segments and will be subject to the minimum requirements of the insurance carrier.
- (c) In the event of an employee becoming totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of the coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement, whichever comes earlier.

23.04 Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their dependents for coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners for the following dental services: exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anaesthesia, periodontic services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers).
- (b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facing on pontics or crowns posterior to the second bicuspid) at 50% co-insurance. The employees will pay 100% of the premium cost of denture services and prosthetics.

NOTE: The annual limit for Subsections (a) and (b) above will be \$1,800.00.

- (c) The Board will pay 100% of the premium cost for orthodontics (50% co-insurance to a lifetime maximum of \$1,800.00).
- (d) The dental plan shall provide for a nine (9) month recall visit.

23.05 Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$150.00 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses or the purchase of contact lenses in lieu of eyeglasses or any combination thereof. The full benefit of \$150.00 is available in a continuous 24-month period to commence from the date of most recent purchase made under the vision care plan.

23.06 Long Term Disability

- (a) The Board's L.T.D. plan covering employees under this agreement will continue and the Board shall pay 100% of premium costs of the L.T.D. plan.
- (b) While an employee is receiving salary under the Board's cumulative sick leave plan, or while on L.T.D. in lieu of sick leave the Board will continue to pay the portion of the premiums of the benefits outlined in Sections 23.02, 23.03, 23.04 and 23.05.

23.07 The Board agrees that, should insurance carriers be changed, the benefit coverage shall not be less than that provided under this agreement. In the event of premium increases the Board and CUPE agree that there will be no change in the percentage ratio for determining the premium costs. In case of change in carrier, the Board shall provide CUPE with copies of all new insurance policies.

23.08 If an employee is laid off, all benefits will be covered by the Board to the end of the month in which the lay off occurs.

- 23.09 (a) Employee benefits will be prorated for part-time employment in proportion to the number of hours worked to thirty-five (35) hours per week.
- (b) Employees working less than half time will be eligible for prorated dental and medical coverage provided the Board is able to procure coverage.

23.10 All applicable premiums for ten (10) month employees shall be paid by the Board during the two (2) month period of scheduled inactive employment.

23.11 Employees who retire prior to age 65 wishing to retain benefits may have the option of enrolling in the group benefit plan established for retirees. Premiums will be paid by the employee. The spouse of a deceased employee may retain membership in the group benefit plan, to which the employee belonged at the

time of death, at their cost.

- 23.12 Where dependents are indicated in coverage, they are defined to include children up to age 25 provided they are full-time college or university students.

ARTICLE 24 - OCCASIONAL CLERICAL WORKERS (OCW)

- 24.01 (a) The term occasional clerical worker when used in this agreement refers to personnel employed by the Board on a temporary basis for the replacement of clerical staff absent as a result of sick leave, vacation, LTD, WSIB and other authorized leaves of absence or the replacement of clerical staff involved in a special project, and/or in cases of emergency where permanent seniority employees are unavailable to attend to such emergency.
- (b) OCW's may be employed by the Board for short term overload situations upon mutual agreement between the parties.
- 24.02 The Board will maintain a separate seniority list for occasional clerical workers. Seniority shall be defined as date of hire with the Board, after successful completion of the probationary period as an occasional clerical worker. Seniority shall be applicable for purposes of casual day-to-day call-in only.
- 24.03 (a) An occasional clerical worker shall be on probation for One Hundred and Eighty (180) working days. During this period the probationary occasional clerical worker shall not have access to the grievance and arbitration procedure for matters concerning discipline and/or discharge.
- (b) After the successful completion of One Hundred and Eighty (180) working days or one (1) calendar year of employment, whichever comes first, the probationary employee shall have access to the grievance and arbitration procedure for discipline and discharge. The Board may discipline or discharge for a lesser standard of cause than just cause. In particular, such discharge shall be set aside only if the discharge is arbitrary, or discriminatory or in bad faith.
- (c) Successful completion of the probation period shall be evidenced in writing by the Manager of Human Resources.
- 24.04 Occasional clerical workers shall not be eligible for the following provisions: Article 20, Sick Leave; Article 23, Benefits; Article 6, Union Release Time; Article 14, Layoff and Recall; Article 21, Leaves of Absence. Further, Article 18, Paid Holidays; Article 22, Pregnancy, Adoption and Parental Leave, and Article 19, Vacation, except as provided by the Employment Standards Act. Hourly wage will be in accordance with the pay schedule contained in Article 16.
- 24.05 Occasional clerical workers shall be subject to the following call-in procedures:

- (i) For casual day-to-day call-in, available hours shall be offered to occasional clerical workers in order of date of hire.
 - (ii) An occasional clerical worker shall be permitted to refuse available hours not more than 4 times per calendar month after which a refusal will result in the employee being removed from the occasional clerical worker seniority list. An occasional clerical worker is responsible for notifying the Human Resources Department of their unavailability and obtaining approval of same, prior to the call-in, in order to be exempt from the refusal being charged against him/her.
 - (iii) The Board commits to maintaining a record for work refusal and hours of work for an occasional clerical worker. Upon request, the Union may review this documentation.
- 24.06 (a) When a permanent position becomes available and after the posting procedure is exhausted, consideration shall be given to the occasional clerical workers using the selection procedure contained in Article 13 prior to considering external applicants.
- (b) If an occasional clerical worker acquires a permanent position, any probation days worked shall be credited towards the probation period defined in Article 8. If this probation has been completed as per Article 24.03 (a) there will be no further probation period.

ARTICLE 25 - BULLETIN BOARDS

- 25.01 The Local Union shall have the right to post notices of interest to its members in a mutually agreed upon area in each work location provided such notices pertain only to social activities, results of elections and Union meetings. Any other material the Local Union wishes to post must be discussed at a Labour Relations meeting. If time does not permit such discussion, the Local Union shall bring the request to the Manager of Employee Relations.

ARTICLE 26 - TUITION ASSISTANCE

- 26.01 With prior approval from the Manager of Human Resources or designate, and in accordance with Board Policy, employees may be entitled to tuition assistance.

ARTICLE 27 - MILEAGE CLAIM

27.01 A mileage claim will be paid to employees travelling to multiple work locations, only if such travel is a requirement of the job and/or at Board request, in accordance with Board Policy. Mileage reimbursement is not applicable to travel between dual work locations which were arranged at the request or application of the employee.

ARTICLE 28 - JOB SECURITY

- 28.01
- (a) Employees presently in the CUPE Local 1348 bargaining unit will not suffer loss of employment as a result of contracting out of work presently performed by members of the bargaining unit.
 - (b) The duties of vacant positions will not be contracted out when employees presently in the CUPE 1348 bargaining unit are on layoff. Notwithstanding this, in order to minimize disruption, a seniority employee who declines a position initially, forfeits any future rights to the same assignment.
 - (c) It is recognized that at times and for varying reasons it is not considered practicable or advisable for certain work to be performed by our own forces. The Board reserves the right to decide how and by whom any work is to be performed and this clause is not to be regarded as affecting that right; however, providing the Board has the necessary facilities and equipment and can perform the work required with its own work force in a manner that is competitive in terms of cost, quality and within projected time limits, it is the Board's intention to keep such work within the Board.
 - (d) When requested by the President of Local 1348, C.U.P.E., the Board will meet with representatives of this local to discuss the manner in which the foregoing statement has been applied in any particular case.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 For the purpose of this Agreement, technological change shall mean any change which introduces sophisticated equipment requiring computer or communication skills other than those currently practiced or utilized.

- (a) Where new or greater skills are required than those already possessed by affected employees under the present methods of operation, such employees shall be provided with the training required over a period not to exceed six months. No reduction in wage or salary rates will occur during the training period of any such employees nor any reduction in pay upon being reclassified in the new position.

- (b) When the employer decides to institute a technological change, which is related to the duties and function of an employee or group of employees, the employer agrees to notify the Union as far as possible in advance of such intention.
- (c) At such time, the employer will convene a meeting of the Labour/Management Committee, to discuss the introduction of the technological change, and the foreseeable effects that the change may be expected to have on the working conditions and terms of employment of the employee.
- (d) If, as a direct result of technological change, it becomes necessary to transfer, reassign or reclassify an employee, the employee affected shall be provided with retraining during working hours, with no reduction in pay.
- (e) A seniority employee who is displaced from the job by virtue of technological change shall be given the opportunity to displace a member of the bargaining unit with less seniority, using the bumping provision, provided that the employee can perform the requirements of the job as set out in the Job Evaluation Manual, and that employee shall be given a trial period of up to thirty (30) working days in which to demonstrate such suitability.
- (f) V.D.T. operators are required after every hour of continuous work on a V.D.T., to spend at least ten minutes performing job related duties different from V.D.T. operation.
- (g) Employees who are pregnant shall notify the Employer as soon as the pregnancy is confirmed by a physician. To ease any concerns, the Employer shall, at the request of such employee, discuss safety equipment with the Health & Safety Officer.
- (h) Each employee required to use a computer screen for an extended period of time may arrange to have an eye examination biannually while on assignment. The cost of the prescription glasses specifically required in addition to regular glasses for computer screen use will be paid for by the Board upon receipt of the rejected claim by the insurer. The cost of lenses only will be reimbursed with a twenty-five (25) dollar maximum payable for frames.

ARTICLE 30 - SAFETY

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

30.02 The Board will make reasonable provision for the safety and health of its

- employees during their hours of work. Suggestions received from the Union regarding dangerous conditions will be investigated and, if found to be hazardous, all reasonable effort will be made to effect a correction.
- 30.03 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee.
- 30.04 An employee who is injured during working hours and is unable to continue work on that shift on the certification of a doctor shall receive payment for the remainder of the shift at the regular rate of pay without deduction from sick leave.
- 30.05 The Board and the Union agree that incidents involving aggression or violence towards or upon an employee/member C.U.P.E. Local 1348 may be brought to the attention of the Health and Safety Committee.
- 30.06 The Board and the Union further agree that, as part of an overall concern for the health and safety of workers, the Health & Safety Committee shall consider and recommend:
- * Violence prevention policies and procedures; and,
 - * Violence training programs,
- in accordance with Board and/or Ministry policy.

ARTICLE 31 - WORKPLACE SAFETY AND INSURANCE

- 31.01 It is agreed that when a CUPE member is injured during the performance of his/her duties and is unable to perform such duties and has applied for Workplace Safety and Insurance benefits, the employee will be placed on sick leave until such time as approval of the Workplace Safety and Insurance claim is rendered. During this period, the employee will be receiving the WSIB legislated amount of eighty-five per cent (85%) plus an additional fifteen per cent (15%) granted by the Board to equal one hundred per cent (100%) of the net pay, provided the employee has sick leave days to his/her credit. Upon Workplace Safety and Insurance Board approval, the employee's sick leave reserve shall be adjusted in accordance with the Workplace Safety and Insurance award and the employee will continue to receive payments in accordance with that award plus the additional fifteen per cent (15%) granted by the Board. If the Workplace Safety and Insurance claim is rejected, the employee will be placed on sick leave provided the employee has sick leave days to his/her credit, and his/her salary will be adjusted accordingly retroactive to the first day of the absence. Should the employee not have sufficient sick leave credits the employee may be granted an advance of sick leave credits up to thirty (30) days in accordance with the Cumulative Sick Leave Plan.

- 31.02 (a) It is agreed that when an employee receives approval for a WSIB permanent disability loss of earnings benefit and is unable to work, the employee will receive an amount which, after all deductions have been made, is equal to what the employee would otherwise have received. The portion of a day deducted from the employees' sick leave credit per day of absence will be equal to the ratio of the difference between the WSIB permanent disability loss of earnings benefit and the net salary compared to the employee's gross salary.
- (b) Employees who receive payments under Subsection 31.02 (a) and who are drawing sick leave in accordance with Subsection 31.02 (a) will be entitled to the Board's contribution to benefits.
- 31.03 It is understood and agreed that Section 31.02 will apply so long as the employee has sick leave credits. In the event that the sick leave credits are exhausted, the employee will receive the WSIB award.

ARTICLE 32 - STRIKES AND LOCKOUTS

- 32.01 The Board agrees that there shall be no lockout of employees/members of the Union and the Union agrees that there shall be no strike of the Union or its members during the term of the Agreement. Lockouts and strikes shall be as defined in the Ontario *Labour Relations Act*.
- 32.02 In the event that any employee group of the Board, other than those covered by this Agreement engage in a strike, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any curtailment of work or in any strike or stoppage or work, or picket any of the Board's premises during the period of this Agreement. Likewise, the Board will not cause or sanction a lockout during the period of this agreement.
- 32.03 The Board reserves the right to transfer employees from one school or building into another in the event of strikes, lockouts or any other unforeseen situations restricting the operation of certain schools or buildings of the Board.

ARTICLE 33 - TERMS OF AGREEMENT

- 33.01 This Agreement shall remain in force from September 1, 2001 to August 31, 2003, and shall thereafter continue for a further period of one (1) year unless either Party gives notice to the other not more than ninety (90) days from the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration date.
- 33.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

33.03 In the event that either Party gives notice as defined in Article 26.01, the Parties will meet to negotiate within fifteen (15) working days or such other time as may be mutually agreed after the giving of such notice, and both Parties shall negotiate in good faith and make every effort to conclude a new Agreement.

DATED AT WINDSOR THIS 22nd DAY OF AUGUST 2002.

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

**Signed and agreed upon on behalf
of the CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1348:**

Chairperson of the Board

C.U.P.E. Area Representative

Chairperson of Negotiations
Policy Committee

President, C.U.P.E. Local 1348

Director and Secretary of the Board

Vice-President, C.U.P.E. Local 1348

Treasurer of the Board

Member of Negotiating Committee

Chief Negotiator

Member of Negotiating Committee

Manager of Human Resources

Member of Negotiating Committee

LETTER OF UNDERSTANDING

Between

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

and

OFFICE, CLERICAL AND TECHNICAL WORKERS

Represented by
CUPE LOCAL 1348
(hereinafter referred to as the "O/C/T Bargaining Unit")

LONG TERM DISABILITY

The Board agrees that if it changes its Long Term Disability (L.T.D.) provider throughout the life of this agreement, the new plan will contain the same features that were in existence at the date of ratification. Highlights of the existing plan are as follows:

- **Benefits = 60% of Earnings**
- **120-Day Waiting Period**
- **COLA - 4%**
- **Own Occupation Coverage for 24 Months**

Dated at Windsor, Ontario, this 22nd day of August 2002.

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1348**

STRIKES and LOCKOUTS

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

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

Notwithstanding the above, the Board is prepared to recognize that some employees, for personal reasons, may not want to cross the picket line of another CUPE local that is in a legal strike position. When an employee chooses not to cross a CUPE picket line the employee shall notify their supervisor and the Manager of Human Resources. Notwithstanding Article 15, the Board may assign the employee to another shift and/or work location where no picket line exists. The Board agrees not to take any disciplinary action against any employees who cannot be reassigned other than the deduction of wages and benefits during the period they are not at work.

- B. If an employee is prevented from crossing the picket line, the employee shall immediately contact the appropriate supervisor who will have responsibility for providing safe passage of the employee to the workplace. There will be no loss of wages in cases where the supervisor is unable to provide safe passage to the workplace. Notwithstanding the above, and notwithstanding Article 15, the supervisor may assign the employee to another shift and/or work location.

Dated at Windsor, Ontario, this 22nd day of August 2002.

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

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

and

OFFICE, CLERICAL AND TECHNICAL WORKERS

Represented by
CUPE LOCAL 1348
(hereinafter referred to as the O/C/T Bargaining Unit)

OCCASIONAL CLERICAL WORKERS

It is acknowledged and agreed that on July 13, 1999, during the negotiation process, the parties signed off an Article creating Occasional Clerical Workers (OCW) to form part of the Collective Agreement. The executed document detailing this Article is attached as exhibit 'A'.

When the Collective Agreement is achieved and ratified by the parties the Union agrees that the Board will have sixty (60) days from date of signing to implement the Article with respect to Occasional Clerical Workers (OCW).

Dated at Windsor, Ontario, this 22nd day of August 2002.

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

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

and

**OFFICE, CLERICAL AND TECHNICAL WORKERS
Represented by
CUPE LOCAL 1348
(hereinafter referred to as the O/C/T Bargaining Unit)**

Without prejudice and precedent to the Collective Agreement and notwithstanding Article 24 of the Collective Agreement, the parties agree that:

An O.C.W. (Occasional Clerical Worker) who is a successful applicant to a vacancy predetermined to be greater than 85 working days shall be entitled to all rights and privileges of the Collective Agreement as are applicable to permanent regular seniority employees save and except for the provision of seniority as it relates to lay-off and recall, applying for postings and transfer requests.

Dated at Windsor, Ontario, this 22 day of August 2002.

FOR THE BOARD:

FOR THE UNION:

APPENDIX "A"

ARTICLE 21.06 - X OVER Y PLAN

- 21.06 (a) Description
- (i) The X Over Y Leave Plan has been developed to afford employees the opportunity of taking a one (1) school year leave of absence with pay by spreading four (4) year's salary payments over a continuous five (5) year period.
 - (ii) An employee wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- (b) Qualifications
- Any employee having three (3) years seniority with the Board is eligible to participate in the plan.
- (c) Application
- (i) An employee must make written application to the Manager of Human Resources on or before January 31 requesting permission to participate in the plan.
 - (ii) Written acceptance, or denial, of a employee's request, with explanation, will be forwarded to the employee by April 1 in the school year the original request is made.
 - (iii) Approval of individual requests to participate in the plan shall rest solely with the Board.
- (d) Salary Prior to the Year of Leave
- (i) During the years of the plan prior to taking the leave, an employee will be paid 80% of his/her proper hourly wage calculated weekly. The remaining 20% of hourly wage calculated weekly and applicable allowances will be accumulated and invested by the Board in an individual leave plan account. This account will also accumulate interest.
 - (ii) The calculation of interest for the leave plan account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Board deals.
 - (iii) An employee will be provided with an annual statement of his/her leave plan account each September; however, a employee does not have access to or a right to the funds in the leave plan account until

the year of leave or withdrawal from the leave plan.

- (e) Benefits During Participation in the Plan
- (i) The Board will pay 100% of its share of the employee's benefit costs in the non-leave years of the plan.
 - (ii) Employees will pay 100% of the employee benefit costs during the year of leave.
 - (iii) Employee benefits will be maintained by the Board during the leave of absence; however, such benefits shall be paid by the employee through payroll deduction during the year of the leave.
- (f) The amount received by an employee during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under the Income Tax Act, interest shall be accrued and reported for tax purposes annually. During the year of leave, the employee will be paid as per the pay schedule.
- (g)
- (i) If the employee on an approved X over Y leave returns within one (1) year, he/she will return to the same occupational classification and, whenever possible, in the same work location he/she held before the leave.
 - (ii) An employee participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
 - (iii) Sick leave credits will not accumulate during the year spent on leave.
 - (iv) OMERS or TPP pension deductions are to be continued as provided by the OMERS or the Teachers' Pension Act. Thus the percentage rate stipulated by the pension plan will be deducted from the salary paid to an employee during the leave of absence. Upon returning to full duties, an employee has, in accordance with the pension plan, the option of contributing the difference between the amount deducted during the leave and the amount that would have been deducted had the employee remained on staff and drawn full salary.
 - (v) Should an employee die while participating in the plan, any monies accumulated, plus interest owed, at the time of death will be paid to the employee's beneficiary as indicated on the group life certificate.
 - (vi) No employee will be granted leave under this plan who has been on an X over Y leave and has not fulfilled all of the requirements of his/her previous leave.

- (vii) An employee who is subject to lay-off, as per Article 14, while on the first or second year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days of withdrawal from the plan.
- (viii) An employee may withdraw from the plan any day prior to taking his/her leave of absence upon a sixty (60) day notice in writing. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the employee within sixty (60) days of notification of his/her desire to leave the plan.
- (h)
 - (i) In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Board may defer the year of the leave to a maximum of one (1) year. In this instance, an employee may choose to remain in the plan or he/she may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.
 - (ii) The employee may, at his/her discretion, defer the year of his/her leave for one (1) year. The Board will be notified in writing prior to April 1 of the year in which the leave was to occur.
 - (iii) Should deferral pursuant to Subsection 21.06 (h) (i) or (ii) of this Appendix result in a leave of absence being taken past the fifth year of the plan, a employee will receive full salary, allowance and benefits during the fifth year of his/her participation in the plan and any monies accumulated in the employee's leave plan account by the end of the fourth year will continue to accumulate interest until the leave is taken. The amount received by the employee during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under no circumstances shall the plan be extended beyond the sixth (6th) year.
- (i) No variations to the plan as outlined above will be entertained by the Board.