

Windsor-Essex Catholic District School Board

Agreement

between

THE WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD

and

**SERVICE EMPLOYEES UNION LOCAL 210
CUSTODIANS AND MAINTENANCE**

DEC 31 2002
APR 9 2007

Expiry Date: December 31, 2002

FOREWORD

This Agreement, resulting from collective bargaining between The Windsor-Essex Catholic District School Board and Service Employees' International Union, Local 210, affiliated with Service Employees' International Union, AFL-CIO-CLC, is for the purpose of producing the most favourable relationship between the employees and the employer.

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

We strongly urge our members to consult with their Stewards or Union Representatives concerning any matter pertaining to the provisions of this Agreement.

SCHOLARSHIPS

In 1962 our International Union established a programme which offers ten (10) four (4) year scholarships of seven hundred and fifty dollars (\$750.00) a year to our members and children of members. In addition, Local 210 has established a scholarship of five hundred dollars (\$500.00) per year up to four (4) years in the name of Service Employees' International Union Local 210. These awards are made each year. For further details contact the Union Office.

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INTERNATIONAL

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

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

2:02 It is agreed that the Business Manager of the Union, or his nominee, may enter any of the schools under the jurisdiction of the Board at reasonable times on Union Business provided that such entry shall not disrupt the normal routine of members of the Union. They must notify the Principal or Secretary of their presence upon arriving.

2:03 It is further agreed that there shall be no solicitation of members, collection of dues or other Union activities on the school premises under control of the Board during working hours, except as permitted by this Agreement.

2:04 It is agreed that from time to time it is necessary to employ skilled tradesmen to maintain and repair school board premises and nothing contained in this Agreement shall be interpreted to prevent the Board from continuing this practice.

2:05 The Board undertakes that it will not enter into any other agreement or contract with employees within the bargaining unit either individually or collectively.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK OFF

3:01 The Board shall deduct from each employee within the bargaining unit, the initiation fee, and from the first pay of each month the monthly dues as are levied by the Service Employees' International Union in accordance with its constitution and by-laws. It shall be a condition of remaining in the employment of the Board that each such employee authorizes deductions on a form as follows:

SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 210
CHECK-OFF CARD

NAME:....., DATE.....

I hereby authorize the Windsor -Essex Catholic District School Board to deduct from my first pay the Union Initiation Fee _____ and from the pay due me in each successive month, for the duration of and as a condition of my employment, the amount of the monthly dues as certified by the Service Employees' International Union, Local 210, AFL-CIO-CLC, and to pay the amount deducted to a designated official of the said Union. I further authorize the Board to deduct an additional amount of one dollar (\$1.00) as welfare assessment from my first pay in the month of September each year.

- 3:02 The amount of such dues shall be certified to the Board by the Business Manager or the Financial Secretary of the Union.
- 3:03 It is mutually agreed that all present employees of the Board and all future employees of the Board coming within the scope of this Collective Agreement and upon completion of their probationary period shall, as a condition of their employment or continued employment, become members of the Union. Such membership shall be maintained in good standing.
- 3:04 The dues, initiation fees and other levies deducted from all employees within the bargaining unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Board to the Union not later than the 20th day of each month.
- 3:05 During the term of this Agreement, the Board agrees to furnish the Union with a written list of any and all new employees not later than thirty (30) days from hiring.
- 3:06 Notwithstanding the provisions of Article 3:01, the Union shall have the right to have the dues deducted on a weekly basis, if necessary, and the Board shall comply with such request after having received official notice and allowing sufficient time for computer adjustments.
- 3:07 The Board agrees that the annual amount of dues paid during the year shall be shown on the employee's T4 slip.
- 3:08 The Board will allow a representative of the Union to address new employees privately at the time of Board orientation for a period not to exceed one half (1/2) hour.

ARTICLE 4 - PROBATIONARY EMPLOYEES

- 4:01 A probationary employee shall not attain seniority until he has been so employed by the Board for an aggregate probationary period of eighty (80) working days during any twelve (12) consecutive month period after which time he/she shall acquire the seniority status and obligations of a permanent employee under this Agreement, provided that all benefits will be provided to employees after sixty (60) working days. The seniority and vacation entitlement only of any probationary employee shall date eighty (80) working days prior to the date on which he acquires seniority status. Vacation entitlement for probationary employees shall be in the extent as herein provided under Article 17 of this Agreement. In the event a probationary employee ceases to be employed by the Board such entitlement shall be in accordance with the Employment Standards Act.
- 4:02 It is mutually agreed that probationary employees shall not work in excess of the hours provided herein for permanent employees.
- 4:03 The wage rate for probationary employees shall be one dollar (\$1.00) an hour less than the permanent employee rates.

ARTICLE 5 - RELATIONSHIP

- 5:01 As it is the common goal of the Board and the Support Staff to provide the best possible Catholic education for the children of this community; and
- 5:02 In order to achieve that common goal it is essential that the Board and the Support Staff maintain the harmonious relationship which exists between them;
- 5:03 The Board and Support Staff agree that this collective agreement shall be applied in a manner which fully supports the basic equality of all staff;
- 5:04 The Board and Support Staff further agree that every employee has a right to freedom from all forms of harassment and to this end the parties shall jointly develop and implement policy and programs promoting racial harmony and sexual equality among all staff and students;
- 5:05 It is the desire of both parties to specify within this agreement the conditions of employment together with the salaries, employee benefits and allowances which govern the parties who are covered by this agreement.
- 5:06 The Board agrees that there will be no discrimination, interference, restraint, intimidation or coercion, by its members or representatives, exercised or practiced upon any employee because of membership in the Union.

5:07 The Board will endeavour to develop policies and procedures which are fair, reasonable and consistent.

ARTICLE 6 - MANAGEMENT RIGHTS

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

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

6:03 The Union further recognizes the undisputed right of the Board to operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time policies and procedures to be observed by the employees. At least 30 days prior to the implementation of any new or amended policies or procedures, the Union Committee will be consulted and their concerns considered by the Board. All policies and procedures shall be subject to the terms of the Collective Agreement.

ARTICLE 7 - NEGOTIATING COMMITTEE AND STEWARDS

7:01 **Steward Committee**

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

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

7:03 Subject to the approval of the Manager of Plant Operations and Planning or the Manager of Human Resources, a Steward (or designate) who attends a Union approved function other than negotiations or grievances shall not suffer any loss of pay while attending the function unless such employee is replaced.

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

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

7:06 **Negotiation Committee**

The Board agrees that the Union may appoint or otherwise select a Negotiating Committee composed of a Chief Steward, an Assistant Chief Steward and up to eight (8) Stewards. Such employees will be compensated for any time lost during negotiations. In addition, the Committee shall also include bargaining unit representatives.

7:07 For purposes of negotiating the collective agreement, when meetings are scheduled with the Employer during normal business hours, members of the Union negotiating committee who are on a shift other than the day shift shall be relieved of his/her duties for that day without loss of pay.

7:08 The Board will provide the Union with space suitable for use as an office in a mutually agreeable location. The facility will be equipped with a telephone and desk, chairs and a file cabinet, provided surplus equipment is available.

ARTICLE 8 - GRIEVANCE PROCEDURE

8:01 It is mutually agreed that complaints and grievances of employees shall be adjusted as quickly as possible. Any employee having a complaint shall first advise his/her immediate supervisor that he/she wishes to see a Steward. He/she may then refer the matter to his/her Steward, who will discuss such matters with the immediate Supervisors. Up to two Union Officials may meet with the immediate Supervisor in an effort to reach a settlement. If a satisfactory settlement of the complaint is not reached within two (2) working days, then the complaint may be filed as a grievance under the following procedure:

STEP 1: Any employee or employees having a grievance shall sign a written grievance form and present the said grievance to a Steward who shall present it to the Manager of Plant Operations and Planning within five (5) working days after the incident giving rise to the grievance became known to the employee. A meeting will be held with the Union within five (5) working days to discuss the grievance. The Manager of Plant Operations and Planning shall, within five (5) working days of the meeting, deliver his/her written decision to the grievor and a copy thereof to the Chief Steward and to the Union office.

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

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

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

8:03 The Board acknowledges the right of the Union to present any policy grievance the alleged circumstances of which are originated through the interpretation, application or administration of the Agreement including any question as to whether a matter is arbitrable. Such grievances shall start with Step 1 of the grievance procedure.

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

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

ARTICLE 9 - ARBITRATION

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

- 9:02 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or in any way amend this Agreement or any term thereof.
- 9:03 Each of the parties thereto shall pay its own arbitrator and both parties will bear the chairman's account in equal shares.
- 9:04 All such decisions of any Board of Arbitration made pursuant to this Agreement shall be final and binding upon the employee or employees concerned and upon the parties hereto.
- 9:05 During any step of the above arbitration or grievance procedure, a full-time representative of the Union and a representative selected by the Board may be present.
- 9:06 By mutual agreement of both parties, given in writing, any matter which is to be submitted to Arbitration may be decided by a single Arbitrator under the same rules and conditions as are applicable in this Article.
- 9:07 The grievor who attends an arbitration hearing shall be given the necessary time off to attend the hearing without loss of pay, unless he/she is on indefinite suspension or dismissal at the time of the hearing.

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

- 10:01 The Board shall not discharge or suspend any employee without just cause.
- 10:02 The Board shall direct a letter to the employee concerned and a copy thereof to the Chief Steward and Assistant Chief Steward stating its reasons for any discharge or suspension without pay, prior to imposing such discipline. In all other disciplinary actions, written reasons shall be provided within ten (10) working days after the Board's decision to discipline.
- 10:03 Any claim of wrongful discharge or suspension may be submitted to the grievance and arbitration procedure within ten (10) days from the date of discharge or suspension and dealt with as herein provided.
- 10:04 Employees shall have access to their personal personnel files upon their request in writing. The employee's file will be examined in the presence of a person authorized by the Board. The employee, upon request, will be provided with a photocopy of any documents in the files except for the confidential letters of recommendation.

If requested by the employee, a Union representative may accompany any such employee while reviewing their personnel files.

- 10:05 The Manager of Plant & Operations will consider the removal of any disciplinary material from an employee's file upon receiving a request for such removal. Such request may be made after twelve (12) months and once each year thereafter.
- 10:06 Notwithstanding the denial of any such request, the weight and significance to be attached to the negative report shall be diminished over time. Negative reports shall be removed after three (3) years at the request of the employee unless they relate directly to the students or there has been a related offence during that time.

Note: This article now replaces Article 25

ARTICLE 11 - SENIORITY

- 11:01 Seniority rights shall be established after a probationary period of eighty (80) working days as described in Article 4 of this Agreement.
- 11:02 In the event of a reduction or lay-off in staff, the reduction and/or lay-off shall be according to seniority. In such instances, part-time shall be laid off first, probationary employees shall be laid off next and if more lay-offs are implemented, the last permanent employee on the seniority list shall be laid off first. In returning to work the last permanent employees laid off shall be recalled in accordance with their seniority. Subject to the rights of the "Board" under Article 2:04, no permanent employee will be replaced by another employee outside the bargaining unit or other persons outside the bargaining unit to perform such employee's work while any employee in the bargaining unit is on lay off.
- 11:03 The Board agrees to supply an up-to-date seniority list to the Union for their review before posting in January of each year. The list shall be posted and shall be final after 30 days of posting.
- 11:04 A seniority list shall be provided to the Stewards and to the local Bargaining Unit each January and shall contain the names of all employees within the bargaining unit and shall include date of hiring and classification of each employee, cumulative sick credits, phone numbers and addresses. The amount of accumulated sick leave credits will be supplied to each employee every January.

11:05 Seniority and employment with the Board shall cease for any of the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged and not reinstated through the grievance procedure;
- (c) If the employee fails to return to work within five (5) consecutive working days after notification in writing by the Board to do so has been sent by registered mail to his/her address on record with the Board. It is the responsibility of all employees to keep the Board and the Union informed of their current address.
- (d) If the employee is not called to perform work for the Board for twelve (12) consecutive months, or the employee's length of seniority at the time of lay off, whichever is the greater, provided however that upon such employee's call back, no such employee shall accumulate more than twelve (12) months seniority during such period of absence.
- (e) If the employee without valid reason fails to return to work on the first working day following the expiration of leave of absence.
- (f) If an employee engages in gainful employment while on a leave of absence except with the mutual consent of the Union and the Board.
- (g) If the employee is absent from work for more than five (5) consecutive working days without the consent of the Board or fails to notify the Board without justifiable reason in the event of bona fide absence.

11:06 (a) Inability to work because of illness shall not result in loss of seniority rights for a period of two (2) years.

- (b) Inability to work because of an accident occurring while on duty and provided that such employee is receiving monetary benefits from the Workplace Safety Insurance Board for such injury, shall not result in loss of seniority rights for a period of two (2) years or the length of such employee's seniority to a maximum of five (5) years, which seniority shall be as of the commencement date of such injury, whichever is the greater.

11:07 It is agreed that a seniority list shall be maintained for each of the following job classifications:

- (a) Custodian
- (b) Maintenance
- (c) Painter

- (d) Utility
- (e) Warehouse Employee
- (f) Courier
- (g) Mason Helper/Utility

11:08 Where a vacancy is wholly within the jurisdiction of the French Language Section of the Board, the Board shall have the right to post as a qualification for such a position that the applicant be bilingual; notwithstanding the foregoing, no person who is not bilingual who currently holds a position in a school which is under the jurisdiction of the French Language Section of the Board shall be removed or transferred from such position without his/her consent. Any applicant who would be entitled to a vacancy by reason of seniority shall be given a reasonable opportunity to learn to speak French at the Board's expense. The bilingual qualification as contained herein will only be applicable to day shift custodian positions.

11:09 The Employer shall not lay off any employee within the Bargaining Unit who has been employed for three (3) months or more unless he gives:

- (a) one (1) weeks notice in writing to the person if his period of employment is less than one (1) year;
- (b) two (2) weeks notice in writing to the person if his period of employment is one (1) year or more but less than three (3) years;
- (c) three (3) weeks notice in writing to the person if this period of employment is three (3) years or more but less than four (4) years;
- (d) four (4) weeks notice in writing to the person if his period of employment is four (4) years or more but less than five (5) years;
- (e) five (5) weeks notice in writing to the person if his period of employment is five (5) years or more but less than six (6) years;
- (f) six (6) weeks notice in writing to the person if his period of employment is six (6) years or more but less than seven (7) years;
- (g) seven (7) weeks notice in writing to the person if his period of employment is seven (7) years or more but less than eight (8) years;
- (h) eight (8) weeks notice in writing to the person if his period of employment is eight (8) years or more.

ARTICLE 12 - LEAVE OF ABSENCE

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

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

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

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

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

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

12:03 Union business shall be considered good cause for leave of absence and an employee elected, selected or appointed to attend Union Conventions, Seminars or Education Classes or other Union business shall be granted leave of absence. Such leave of absence shall not be longer than a one (1) week period and will not be requested on more than two (2) occasions for not more than two (2) persons on each occasion in any one (1) calendar year and such request first must be submitted to the Board in writing. Seniority shall continue to accumulate during such absence. Such leave of absence shall be granted by the Board without pay.

12:04 Unless otherwise mutually agreed between the Board and the Union; during a leave of absence an employee shall not engage in gainful employment and if he/she does he/she will be dismissed immediately.

The Board and the Union shall not unreasonably deny such mutual agreement.

- 12:05 If an employee is absent from work on a leave of absence for a period greater than two (2) weeks he/she shall be required and obligated to reimburse the Board for 100% of the cost which it has paid to maintain his benefits after such two (2) week period. The Board and the employee shall agree to a mutually acceptable repayment schedule.
- 12:06 Jury Duty - An employee who is required to serve as juror or is required by subpoena to appear in court as a witness but not a party to the action, shall be granted leave of absence without loss of seniority for the period required by the court. Upon receipt of such notice to serve, the employee must immediately notify the Board. The employee shall pay to the Board the fees received for the time served and the Board will pay the employee's regular pay. An employee who is a party to an action shall be granted a leave of absence without pay for any court appearance.
- 12:07 An employee who is unavailable for work because he/she was convicted of a minor offence and incarcerated for such offence shall be considered on vacation and then on leave of absence, if necessary, for the period of his/her incarceration provided the leave of absence does not exceed sixty (60) calendar days.
- 12:08 (a) Leave of Absence without pay and benefits, for elected Public Office or its equivalent shall be granted by the Director or designate.
- (b) When an employee is on leave of absence under this article, he/she may make direct payments through the Employer to continue his/her benefits under Article 20:01 unless restricted by the carrier, except that the employee will prepay the premium in full without any contribution by the Employer.
- (c) An employee on such leave shall accumulate seniority for the duration of the elected term of office.
- 12:09 Deferred Salary Leave Plan (Four Years Over Five Plan)
- (a) Description - The plan affords an employee the opportunity of taking a one (1) year leave of absence and, through the deferral of salary, finance the leave.
- (b) Qualifications - Any employee having four (4) year's seniority with the Board is eligible to participate.
- (c) Application -
- i) An employee must make written application to the Director of Education requesting permission to participate in the plan.
 - ii) Written acceptance or denial of the request, with explanation, will be forwarded to the Employee within sixty (60) days of the original request.

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

ARTICLE 13 - JOB POSTINGS

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

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

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

- (b) (i) Employees shall have the right to bid on such vacancies or new jobs and they shall be filled from applications received on the basis of seniority, provided qualifications, and ability to perform such work are satisfactory. If no applications are received from employees, the Board shall be free to advertise for such position.

(ii) Employees shall be eligible to successfully post into three (3) positions per calendar year.

- (c) Employees transferred pursuant to paragraph 13:01 (b) shall have all seniority privileges transferred with each such employee and each such employee transferred to:

(i) Custodians shall be on a trial basis at the new school for not more than ten (10) working days.

(ii) Positions other positions within the competence of this Agreement, shall be on a trial basis ~~of~~ not more than thirty (30) working days.

- (d) **Temporary Vacancies**

Temporary vacancies shall be posted if such vacancies go beyond six (6) months, provided that the original employee holding such position shall be entitled to his/her previous job upon return. All vacancies in connection with this posting are also temporary. The other employee working at the school will be allowed first opportunity to accept the vacancy for six (6) months from the day such vacancy occurs.

- (e) In the event that any employee reverts back to his/her previous job, he/she shall maintain all rights and privileges of his/her previous employment, and the next most senior applicant for the posted position shall automatically receive such position without re-posting.

- (f) The Board will hire full time custodians to be designated as “Supply Custodians”. These custodians will be used to replace custodians and utility only. Supply custodians will fill future custodians’ vacancies in accordance with their seniority. Part time custodians will be allowed to apply for and will be considered for any future vacancies within the Supply Custodians’ classification.
- (g) Utility shall not be required to perform full custodian duties if a supply custodian is available on his/her shift.
- (h) In the event a custodian is absent, he/she shall be replaced on the second day, in the following order of priority:
 - (a) Supply
 - (b) Part-time
 - (c) Overtime offered to at least four (4) other custodian(s)
 - (d) Utility
- (i) Copies of all job postings and a list of applicants and their seniority (date and number on list) are to be provided by the Board to the Chief Steward or Assistant Chief Steward and the appropriate area or department within five (5) days after the closing date of the posting.
- (j) The Board shall maintain a minimum of six (6) supply custodian and a maximum of twenty (20) part-time custodians.
- (k) The Board shall assign a part-time custodian up to a maximum of two (2) loads in any one shift, with a minimum of two (2) hours per load.

ADDENDUM
JOB POSTING

When vacancies or new jobs of a permanent nature are created within any S.E.I.U. Bargaining Unit:

The posting procedure will be carried out according to the applicable clauses of that collective agreement. The same time limits will apply for all employees.

If no qualified employees within a bargaining unit apply for a posted position, then applications for the position from qualified employees within other units will be considered as follows:

- (a) The successful candidate for a position within the Office and Clerical and/or School Secretary unit will carry full seniority rights with him/her.
- (b) The successful candidate for a position within other bargaining units will carry seniority rights for the calculation of vacation and benefits, but seniority rights affecting job posting and lay-off procedures will apply from the date of entry into that bargaining unit.
- (c) The successful applicant for the position of Office and Clerical and/or School Secretary shall serve a thirty (30) working day trial/evaluation period during which time the incumbent will be evaluated.
- (d) The successful candidate for the position in Custodians and Maintenance and/or School Assistant/Teacher Assistant shall serve a sixty (60) working day trial/evaluation period during which time the incumbent will be evaluated.
- (e) If the candidate reverts to their previous position they shall maintain all rights and privileges of their previous position plus any accumulated seniority during their trial/evaluation period.
- (f) In the event the employee is laid off in the unit they have transferred into, the employee may bump back into their original bargaining unit, provided the lay-off occurs within five (5) years of the transfer.
- (g) The Board reserves the right to hire one (1) outside employee for every two (2) employees transferred from other bargaining units. This shall apply on a unit by unit basis.
- (h) The employees in this bargaining unit agree to recognize the seniority of employees transferred from other bargaining units in accordance with the terms of this clause and the comparable clauses in the other bargaining units.

ARTICLE 14 - COMPASSIONATE LEAVE

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

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

Where an employee is a proven Executor of the will in Canada, one (1) additional day after the funeral will be granted.
- (f) In the event of a death of any employee within the bargaining unit, the Chief Steward or Assistant Chief Steward, or his/her designated Union member will be granted four (4) hours off, without loss of pay, to attend the funeral provided the funeral is within the normal shift hours of the person attending the funeral.
- (g) If extra time is required, employees shall make prior application to the Employer for an extension of this allotment. Each request is to be considered on its merits.
- (h) Compassionate leave, with pay and without loss of sick leave credits, shall be granted by the Director of Education for the following reasons:
 - (a) critical illness of an immediate family member,
 - (b) OHIP covered surgery for a child or spouse.

- (i) The Director may grant leave, with pay and without loss of sick leave credits, on compassionate grounds for reasons other than those stated above. In all cases, the number of days shall be at the discretion of the Director.

ARTICLE 15 - PREGNANCY/PARENTAL/ADOPTION LEAVE

15:01 Leave of Absence for one (1) year due to pregnancy/parental and/or adoption shall be granted by the Board without pay. An employee on such leave will notify the Manager of Human Resources in writing of his/her intention to return to work within the stated period.

15:02 Seniority rights shall be maintained during such leave.

15:03 During a granted pregnancy or adoption leave, employees will be entitled to the following benefits:

- (a) Boards portion of Green Shield (Semi-Private and Prescription), Life Insurance, Dental Plan and Optical Plan premiums;
- (b) Retention of vacation entitlement;
- (c) Retention of long-service entitlement, if applicable.

15:04 PATERNITY LEAVE

A male employee shall be granted paternity leave with pay for a period of up to two (2) days for the birth or adoption of his child.

ARTICLE 16 - HOLIDAYS

16:01 The Board will grant to all employees who have completed their probationary period:

- (a) Pay for the following holidays or the day which may be observed as the effective paid holiday provided such employees have worked all of the last scheduled working day preceding the holiday and all of the next scheduled working day after such holiday. However, if absence on the said days is due to illness, injury or with approval of the immediate supervisor, employees shall not be disqualified for payment as provided herein for up to twelve (12) consecutive months absence. In such cases the Board may require a doctor's certificate.

1. Good Friday
2. Easter Monday
3. Victoria Day
4. Dominion Day
5. Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. Armistice Day - if observed by the schools
9. Heritage Day - if statutory holiday
10. Christmas and New Year's Holidays as observed by the schools

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

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

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

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

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

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

ARTICLE 17 - VACATIONS

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

- (a) Each employee who has less than twelve (12) months seniority as of June 30th in any year shall be entitled to and shall receive one (1) day's vacation for each month of seniority to a maximum of two (2) weeks pay.
- (b) Each employee who has twelve (12) months service or more seniority as of June 30th of each year shall be entitled to and shall receive two (2) weeks vacation with pay.
- (c) Each employee who has four (4) years service or more seniority as of June 30th of each year shall be entitled to and shall receive three (3) weeks vacation with pay.
- (d)(i) Each employee who has six (6) years service or more seniority as of June 30th of each year shall be entitled to and shall receive vacation with pay as follows:
 - 6 years seniority - 3 weeks plus 1 day
 - 7 years seniority - 3 weeks plus 2 days
 - 8 years seniority - 3 weeks plus 3 days
 - 9 years seniority - 3 weeks plus 4 days
 - 10 years seniority - 4 weeks
- (ii) Each employee who has eleven (11) years service or more seniority as of June 30th of each year shall be entitled to and shall receive vacation with pay as follows:
 - 11 years seniority - 4 weeks plus 1 day
 - 12 years seniority - 4 weeks plus 2 days
 - 13 years seniority - 4 weeks plus 3 days
 - 14 years seniority - 4 weeks plus 4 days
 - 15 years seniority and more - 5 weeks
 - 21 years seniority - 5 weeks plus 1 day
 - 22 years seniority - 5 weeks plus 2 days
 - 23 years seniority - 5 weeks plus 3 days
 - 24 years seniority - 5 weeks plus 4 days
 - 25 years seniority - 6 weeks

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

- (e) Any employee shall be entitled to take one (1) week of his/her vacation entitlement during the Mid Winter Break providing he/she delivers to his/her Supervisor, a signed consent by another employee on a prescribed form, on or before the 15th day

of the month preceding the month of such Break, whereby such employee agrees to be responsible for and shall check such absent employee's school, during his/her normal working hours during such Break, in accordance with the direction of the Supervisor.

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

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

- (a) Employees from the classifications comprised of custodians, except custodians at the Educational Resource Centre, may apply to the Board on a seniority rotational basis for a vacation period at a time of the year other than specified in this article provided the employees make application to the Board on the prescribed form not later than the fifteenth (15th) of September of the previous year. Such revised vacation period will be limited to fifteen (15) employees of the foregoing group or a total of fifty (50) weeks, whichever is greater, with a maximum of six (6) employees off work at any one time. Such vacation must be taken within the following calendar year.
- (b)
 - (i) Employees from each of the classifications comprised of warehouse, painters, maintenance, courier, utility and custodians in the Educational Resource Centre may apply to the Board on a seniority rotational basis for a vacation period at a time of the year other than specified in this article, provided the employees make application to the Board on the prescribed form not later than the fifteenth (15th) of September of the previous year. Such revised vacation period will be limited to fifty percent (50%) (rounded up) of the employees of each classification at any one time, and must be taken the following calendar year.
 - (ii) Committee members are to be exempted from the restrictions contained herein.
- (c) In the event that an employee under (a) above takes his/her vacation and ceases employment through termination, or discharge prior to June 30th of the entitlement year, the Board shall be reimbursed by such employee, a dollar amount equal to the

value difference between the number of such vacation days taken and the entitlement that would be due as of June 30th of the vacation year.

- 17:03 Vacation pay shall be subject to all normal deductions made from an employee's pay and shall be paid before the start of each employee's vacation.
- 17:04 In the event an employee is absent due to illness or injury after his/her request for vacation has been filed with the Board and if such absence from illness or injury extends into the employee's vacation, then such employee shall be obligated to change his/her vacation period and advise the Board in writing on or before the commencement of the originally designated vacation period. The revised vacation period shall commence within one (1) calendar week following his/her return to work from the referred to illness or injury.

ARTICLE 18 - STRIKES AND LOCKOUTS

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

ARTICLE 19 - SICK LEAVE

- 19:01 Employees shall be granted sick leave on the basis of one and one-half (1-1/2) days at normal rate of pay for each full calendar month of employment, with the exception of the months of July and August in each year which is on the basis of two and one half (2-1/2) days at normal rate of pay, for absence due to bona fide illness.
- 19:02 Sick leave grants shall be credited to the employee annually on December 31st of each year and shall be cumulative at the rate of one hundred percent (100%) effective January 1, 1968, of the unused portion to a maximum of three hundred (300) days.
- 19:03 An employee absent on account of illness shall receive payment from his/her accumulated sick leave credits at the normal rate of pay commencing with the first day of absence on account of such illness after having signed a claim for sick leave payment. Such payment shall be deducted from accumulated sick leave credits.
- 19:04 (a) Each claim of sick leave shall be supported by a certificate of a qualified medical practitioner provided, however, that such certificate shall not be required by the Board if the period of such absence is not more than three (3) days; provided, however, that in the event any employee files a claim for sick leave that does not

require the support of a medical certificate as hereinbefore provided, such absences for such claims shall be accumulated and in the event the accumulated total of such absences exceeds five (5) absences in any calendar year, then thereafter such employee shall file such certificate for each successive claim for sick leave in that calendar year.

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

19:05 Employees within the bargaining unit shall be entitled to and shall receive remuneration for one-half ($\frac{1}{2}$) the number of days standing to his/her credit and in any event not in excess of the amount of one-half ($\frac{1}{2}$) year's earnings at the rate received by him/her immediately prior to termination of employment as follows:

- (a) Upon retirement at age sixty-five (65), or
- (b) Upon the death of an employee (in this case the next of kin or estate shall receive the cash benefit), or
- (c) Upon termination of employment for reasons other than discharge a proportion of said entitlement as follows:

- 5 years of service or more - 30% of entitlement
- 6 years of service or more - 40% of entitlement
- 7 years of service or more - 50% of entitlement
- 8 years of service or more - 60% of entitlement
- 9 years of service or more - 70% of entitlement
- 10 years of service or more - 80% of entitlement
- 11 years of service or more - 90% of entitlement
- 12 years of service or more - 100% of entitlement

- (d) This article shall apply to only those employees who currently enjoy a retirement gratuity and who have not enrolled in the RRSP Plan.

19:06 For any employee commencing employment on or after September 1, 1998, the Board shall invest \$100.00 plus 0.333 of 1% of the employee's annual earnings into a Registered Retirement Savings Plan (RRSP Plan). Each year thereafter, the Board shall invest 0.333 of 1% of the employee's annual earnings into the RRSP Plan.

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

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

Each year thereafter the Board shall invest 0.333 of 1% of the employee's annual earnings into the RRSP Plan.

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

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

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

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

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

19:07 Where an employee is unable to complete a day's work on account of an accident occurring while on duty, such employee shall be paid the balance of that shift by the Board, provided professional medical attention is required, and supported by written evidence by the attending physician to the Board. The foregoing payment will not apply if monetary benefits are to be received for the aforementioned accident from the Workplace Safety Insurance Board. This clause shall not apply to any lost time other than the day of the initial accident.

ARTICLE 20 - HEALTH AND WELFARE

20:01 The Board agrees to pay the premiums, single or family, as applicable to each employee for the following plans:

- (a) Employer Health Tax - 100% Board paid.
- (b) Green Shield Prescription Plan 9 (to include Diabetic Benefits) - subject to a \$7.50 dispensing fee cap - 95% Board paid.
- (c) Green Shield Semi-Private Hospital Plan and Extended Health (including out of province) - 95% Board paid.
- (d) Group Life Insurance and Accident Death and Dismemberment Plan for \$30,000.00 plus option to buy extra insurance up to a maximum of \$100,000.00 for employees 95% Board paid.
- (e) Green Shield Basic Dental Preventative (100% reimbursement) and Maintenance Restorative - (80% fee coverage - \$1,000.00 per person per year) - Orthodontic - (50% fee coverage - \$1,500.00 per person per life) - Current ODA Fee Structure - 95% Board paid.
- (f) Green Shield Optical Plan-\$200.00/24 months - 95% Board paid.
- (g) There will be a coordination of all benefits.

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

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

20:02 The Board agrees to pay one-half (1/2) coverage under the Pension Plan of the Ontario Municipal Employees Retirement System. This is to include coverage under the Canada Pension Plan.

20:03 The Board agrees to pay one hundred percent (100%) of the premium for a Health and Accident Insurance Plan providing for an indemnity of two hundred and fifty dollars

(\$250.00) per week for a period of fifty-two (52) weeks, effective after the expiration of a 56 day (eight (8) week), period. For periods of absence due to illness and accident for which an employee is not receiving benefits under the Health and Accident Insurance Plan, the employee shall be entitled to draw from his/her sick leave plan as provided in Article 19, provided sick leave credits are available to the employee concerned also provided any employee receiving insurance benefits shall be entitled to supplement such benefit by requesting an additional one day's sick leave pay per week provided sick leave credits are available to the employee concerned.

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

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

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

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

This coverage will be until the survivor re-marries.

ARTICLE 21 - HOURS OF WORK, OVERTIME AND WORKING CONDITIONS

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

- (a) **Maintenance Employees** - 7:00 a.m. to 3:30 p.m. with a half ($\frac{1}{2}$) hour for lunch without pay to be designated by the Board. 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour for lunch with pay to be designated by the Board. Flexible hours available on mutual consent.
- (b) **Utility** - 7:00 a.m. to 3:30 p.m. with a half ($\frac{1}{2}$) hour for lunch without pay to be designated by the Board. 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour for lunch with pay to be designated by the Board. Utility replacing the Courier for more than one (1) day shall go on the schedule of the Courier.
- (c) **Painters** - 7:00 a.m. to 3:30 p.m. on the day shift with a half ($\frac{1}{2}$) hour for lunch without pay to be designated by the Board. 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour for lunch with pay to be designated by the Board.
- (d) **Warehouse Employees** - 7:00 a.m. to 3:30 p.m. with a half ($\frac{1}{2}$) hour for lunch without pay to be designated by the Board.
- (e) **Courier** - 7:00 a.m. to 3:30 p.m. with a half ($\frac{1}{2}$) hour for lunch without pay to be designated by the Board. During the summer months when Courier work is not available, the Courier shall do Warehouse duties as assigned.
- (f) **Custodians**

When School is In:

- The hours of work for all day shift employees shall be 7:00 a.m. to 4:00 p.m. with an hour for lunch without pay to be designated by the Board.
- The hours of work for afternoon shift employees working at one (1) school shall be from 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour lunch with pay to be designated by the Board.
- (i) The hours of work for afternoon shift employees working at more than one (1) school shall be from 3:00 p.m. to 11:00 p.m. with a half ($\frac{1}{2}$) hour for lunch with pay. In this case the Board will designate one and one-half ($1\frac{1}{2}$) hours within which the half ($\frac{1}{2}$) hour lunch period can be taken.

- (ii) The midnight shift hours of work shall be 11:00 p.m. to 7:00 a.m. with a half (½) hour with pay for lunch to be designated by the Board. The hour on the Monday midnight shift starting at 11:00 p.m. Sunday shall be on regular pay.
- Employees working on the afternoon shift at the Educational Resource Centre will work a shift from 3:00 p.m. to 11:00 p.m. with a half (½) hour lunch with pay to be designated by the Board.
- Educational Resource - The hours of work will be 3:00 p.m. to 11:00 p.m. for the afternoon shift except Fridays where the hours will be 12:00 p.m. to 8:00 p.m.
- (g) When School is Out:
The hours of work for employees shall be from 7:00 a.m. to 3:30 p.m. with a half (½) hour for lunch without pay to be designated by the Board, with the exception of employees working a shift at a Educational Resource Centre.
- (h) On P.D. Days all employees are to stay on their regular shift.
- (i) Afternoon Shift Elementary School Custodians: Afternoon shift custodians in the elementary schools shall work from 12:00 p.m. to 8:00 p.m. on Friday afternoons.
- (j) The secondary school custodians will work the Friday afternoon shift on a 12:00 p.m. to 8:00 p.m. basis. A minimum of two (2) custodians will be required to work every Friday from 3:00 p.m. to 11:00 p.m. on a rotating basis.
- 21:02 (a) Whenever reasonably practicable the opportunity for overtime shall be equitably distributed on a rotational basis according to seniority among the employees normally performing the work for which overtime is being paid.
- (b) In the county schools, the overtime will be first offered on a rotational basis within the family of schools described in Schedule “A”.
- (c) The Board shall pay time and one half the regular rate of pay for all authorized overtime in excess of the normal working hours as herein stated. Double time will be paid for any authorized work performed on Sundays.
- (d) The Board will pay overtime rate in accordance with Article 21:02 for authorized hours of work in excess of eight (8) hours within a period of twenty-four (24) consecutive hours except when such time is worked as a result of general shift changes or as a result of requested shift change by the employee.

- (e) The amount of overtime hours to be charged to a new employee, upon obtaining seniority, shall be equivalent to the average number of hours which are charged, at that time, to an employee within the same classification.
- 21:03 If an employee is authorized to perform work of a higher rated employee for a period in excess of four (4) hours in a calendar week such employee shall be paid at the rate of such higher rated employee for all hours so worked.
- 21:04 In the event an employee is required to return to perform work at a school, other than where an employee has failed to perform his normal function, e.g. failing to close windows, lock doors or properly secure building, such employee shall be guaranteed a minimum of two (2) hours pay at time and one-half his regular rate of pay.
- 21:05 Custodians who work in schools where Heritage Language Programs are offered, shall be offered to work two (2) hours at time and one-half. It will be offered on a rotational basis to the Custodians at the school.
- 21:06 Employees who commence work at or after 3:00 p.m. shall receive a premium of thirty cents (\$.30) per hour for all hours so worked. Employees who commence work at or after 11:00 p.m. shall receive a premium of thirty-five (\$.35) cents per hour for all hours worked.
- 21:07 The custodian work load shall be as follows:
- (a) A custodian on day shift in secondary schools will be assigned eleven (11) recognized classrooms and auxiliary areas, however, he/she would not be required to clean more than ten (10) classrooms each day.
 - (b) A custodian who is assigned duties at three (3) or more schools, will be assigned eleven (11) recognized classrooms and auxiliary areas, however, he/she would not be required to clean more than ten (10) classrooms each day.
 - (c) All other custodians shall be assigned twelve (12) recognized classrooms and auxiliary areas, however, he/she would not be required to clean more than eleven (11) classrooms each day.
 - (d) In the future, in the event that any existing classroom, through alterations or renovations is converted to an auxiliary area, for the purpose of computing the aforementioned work loads such area will be considered a classroom and not an auxiliary area.

In like manner, in the event that any auxiliary areas in the future through

alterations or renovations, are converted to a classroom, for the purposes of computing the aforementioned work loads, such areas will not be considered a classroom but will remain auxiliary areas.

It is further agreed that all former duties of custodians shall continue except that no custodian shall be required to cut grass or trim shrubbery (rake leaves or yard maintenance).

- (e) Recognized classrooms will be the classrooms and/or classroom equivalents agreed to by the parties as set out in the school map book.
- (f) The Board agrees to include Day Cares and Latch Keys in the custodian workloads, where the work is actually performed by custodians.

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

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

SCHEDULE "A"

TO AGREEMENT

**Between
WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD
And
SERVICE EMPLOYEES UNION, LOCAL 210**

AREAS TO BE DEFINED AS A FAMILY OF SCHOOLS ACCORDINGLY:

#1 St. Anne Secondary School

#3 St. Pius, #4 St. Peter, #35 St. Michael Manning Road Campus, #6 St. Gregory

#7 St. William, #8 St. John the Baptist, #10 Our Lady of the Annunciation

#13 St. Paul (LaSalle), #16 Sacred Heart (LaSalle), #17 St. Joseph

#19 St. Bernard, #23 Stella Maris

#24 St. Theresa, #25 St. Anthony, #26 St. John de Brebeuf

#27 St. Louis, #29 Queen of Peace

#30 Holy Name, #15 St. Mary, #14 St. John the Evangelist

#32 St. Thomas of Villanova Secondary School

#33 Cardinal Carter Secondary School

ARTICLE 22 - UNIFORMS

22:01 The Board shall provide clothing to all employees as follows:

- (a) Each employee will be provided with three (3) shirts and three (3) pants annually. The colour and quality shall be determined by mutual agreement between the parties. These uniforms shall be worn by the employees during all hours of work.
- (b) Working gloves for Utility, Painters and Maintenance employees by the second week of September in each year.
- (c) One (1) pair of coveralls for Utility and Maintenance employees by the second week of September in each year. One pair of lined coveralls for Maintenance and Utility employees by the second week of September every second year. One (1) pair of rubber boots in each truck and an additional 10 pair of rubber boots of various sizes will be made available. One (1) parka for each Maintenance employee, Utility and Courier every second year in September.
- (d) One (1) white smock for painters by the second week in September in each year.
- (e) C.S.A. approved high quality safety shoes or boots annually to Maintenance, Utility, Courier, Painters and Warehouse employees.
- (f) One (1) shop coat to Warehouse employees annually.

ARTICLE 23 - WAGES

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

Expressed in hourly rates:

	<u>1999</u>	<u>Jan. 1 2000</u>	<u>Jan 1 2001</u>	<u>Jan. 1 2002</u>
*Supply:	\$16.47	\$16.67	\$16.87	\$17.22
Custodians:	\$17.47	\$17.67	\$17.87	\$18.22
Warehouse Person:	\$18.08	\$18.28	\$18.48	\$18.83
Courier:	\$18.01	\$18.21	\$18.41	\$18.76
Utility:	\$18.14	\$18.34	\$18.54	\$18.89
Mason Helper/Utility	\$18.47	\$18.67	\$18.87	\$19.22
Painter:	\$18.31	\$18.51	\$18.71	\$19.06
Maintenance Person:	\$18.80	\$19.00	\$19.20	\$19.55
**Maintenance Person (Licensed):	\$20.02	\$20.22	\$20.42	\$20.77

On January 1, 2002, above employees will be paid two hundred and fifty dollars (\$250.00) in a lump sum.

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

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

- (b) It is agreed that from each employee's wages shall be deducted one dollar and fifty cents (\$1.50) each month which total deduction shall be remitted monthly to the "Union" to be used for the purpose of assisting retired employees of the bargaining unit in such manner as the stewards shall designate. The Board will match the Union's \$1.50 per employee for the retiree aid fund.

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

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

- (a) Where travel is under two (2) kilometres and schools more than one block apart - two dollars (\$2.00).
- (b) Where travel is over two (2) kilometres - two dollars and fifty cents (\$2.50) plus thirty (30) cents per additional kilometre.
- (c) The Board shall establish mileage.

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

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

After ten (10) years continuous service on or before December 1st of each year payable at one

hundred and thirty dollars (\$130.00) every year on the pay day closest to the fifteenth of December.

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

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

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

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

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

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

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

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

The cost of living rate adjustment shall be one cent per hour for each .25 point upward change in the Consumer Price Index using the amount of the index at December 31, 1989 plus 3% (December 31, 1990 plus 3%, December 31, 1991 plus 3%) as a base for measurement with a cap of 7.5% in each year.

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

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

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

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

ARTICLE 24 - GENERAL

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

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

ARTICLE 25 - DURATION AND TERMINATION

25:01 This agreement shall become effective January 1st, 2000 and shall continue in effect until December 31, 2002 and shall continue automatically thereafter for annual terms of one (1) year unless either party notifies the other in writing within a period of three (3) months immediately prior to the annual expiration date that it desires to amend or revise this Agreement at its expiration date. Such notice shall, as far as possible, list the subject matter of the proposed amendments, or revisions but the parties shall have the right to alter the said list before and during negotiations.

25:02 If pursuant to such negotiations, an agreement is not reached on renewal or amendments of this Agreement or the making of an agreement prior to December 31, 2002, the parties agree to continue this Agreement in operation until a new agreement is signed between the parties or while such bargaining continues. Bargaining shall be deemed to be continuing until:

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

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

NO LAY-OFF

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

Reassignment within the bargaining unit does not constitute a layoff.

CONTRACTING OUT

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

LETTERS OF INTENT

SUMMER HOURS

The Board will implement summer hours on a two year basis for July and August based upon four 10 hour days. These days may be rotated at the discretion of the Board.

JOINT COMMITTEE ON

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

ADDITIONAL LETTER OF INTENT

1. The Board agrees that no employee will be laid off to circumvent the terms of this agreement.
2. When a school is used during the summer vacation period for educational purposes approved by the Board and the custodian is absent on leave or vacation from the school, the custodian will be provided with additional help during his/her absence.

HOURS OF WORK

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

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

2. In the event the custodian's supervisor is of the opinion that a custodian is not capable of working under the open hours system, the Manager of Plant and the Superintendent of Business will consult with the Chief Steward, the employee and the Business Agent of Local 210 in order to establish a fixed schedule of working hours. Such a schedule shall be subject to review within a three (3) month period.

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

FINANCIAL ASSISTANCE

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

VACATIONS

The Board agrees to grandfather the vacation entitlement of all employees employed in the former Essex Board who fall within three (3) to eleven (11) years of seniority.

LETTER OF UNDERSTANDING

Between

**WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD
(Employer)**

and

**SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 210
(Union)**

RE: Custodian Workloads at new or additional facilities

During negotiations for the renewal of the Collective Agreement that expired December 31, 1986 the Union expressed concern over the custodian workloads as they may affect future facilities. It was therefore agreed as follows:

When any new or additional facilities are to be operated by the Employer, such facility will be attended by two (2) Union Stewards, to be designated by the Chief Steward, along with Management Personnel and an attempt will be made to establish custodian workloads by mutual agreement before such jobs are posted.

APPENDIX "A"

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

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

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

- (a) Probationary Period: A new hired part-time employee shall not be covered under this agreement until he has been so employed by the Board for an aggregate probationary period of 300 hours or 9 months with a minimum of 250 hours, whichever comes first, provided that in the latter case the employee has performed work for the Board during each of those nine (9) months, after which time seniority rights shall be established and he/she shall receive all the benefits and obligations of an employee under this agreement.
- (b) Negotiating Committee & Stewards: Part-time employees will be entitled to two (2)

stewards, who will be selected from amongst the part-time employees, to be a part of the negotiating committee to represent part-time employees.

- (c) Seniority rights of part-time employees will be established after completion of the probationary period as set out in item (1) above. Part-time seniority lists will be provided twice a year.
- (d) Leave of Absence: part-time employees can apply for and may be granted leave of absence for legitimate personal reasons.
- (e) Job Posting: Whenever a vacancy occurs in the full-time unit, part-time employees within this bargaining unit shall be given an opportunity to apply for full-time positions by the quota system. The quota system being a minimum of two (2) out of three (3) full-time positions are to be filled from part-time employees provided they have completed their probationary period. Seniority shall apply in selecting from the part-time employees.
- (f) Holidays: The following public holidays will be recognized for part-time employees and will be paid in accordance with the provision of the Employment Standards Act (Ontario).

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Dominion Day
5. Labour Day
6. Thanksgiving Day
7. Christmas Day
8. Boxing Day

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

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

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

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

Seniority rights shall be maintained during such leave.

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

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

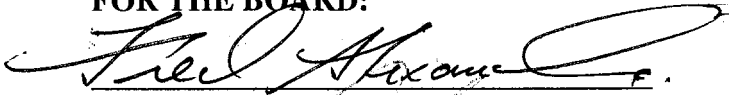
- (j) Wages: The following wages will apply to part-time employees:

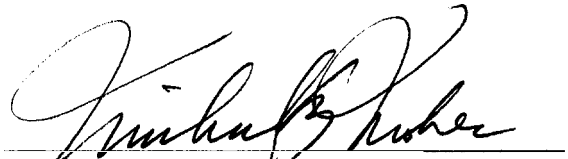
January 1, 2000	\$11.73 per hour
January 1, 2001	\$11.87 per hour
January 1, 2002	\$12.11 per hour
Lump Sum Payment - January 1, 2002 - \$170.00	

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

The Board and the Custodians hereby accept this Agreement, this 5th day of March, 2002.

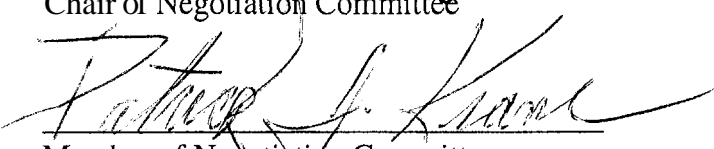
FOR THE BOARD:

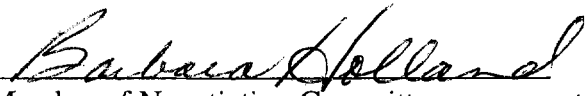

Chairperson of the Board


Director of Education


Chair of Negotiation Committee


Member of Negotiation Committee


Member of Negotiation Committee


Member of Negotiation Committee

FOR THE CUSTODIANS:

Chief Steward, S.E.I.U.

Chief Steward, S.E.I.U.

Union Representative, S.E.I.U.

Member of Negotiation Committee

Member of Negotiation Committee

Member of Negotiation Committee

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TORONTO, CANADA M5H 2R7

RECEIVED
Mar 5/02

VIA COURIER

March 5, 2002

Mr. Lorne A Richmond'
Sack Goldblatt Mitchell
Barristers and Solicitors
20 Dundas Street West, Suite 1130
P.O. Box 180
Toronto, Ontario M5G 2G

AND

Mr. Paul L. Mullins
691 Ouellette Avenue
Windsor, Ontario
N9A 4J4

Dear Sirs:

Re: Windsor-Essex Catholic District School Board and SEIU Local 210
Mediation - Arbitration under the Buck to School Act (Toronto and Windsor) 2001

I have been advised that notwithstanding the agreement as to the form of the Collective Agreement, the Union is not prepared to sign it. Accordingly, and pursuant to the provisions of Section 21(3) of the Act, I enclose the Collective Agreement that reflects the terms previously agreed to by the parties together with the matters awarded in my award dated November 13, 2001, the supplementary award dated January 2, 2002 and my letter to the parties dated February 19, 2002.

Yours very truly,


Ross L. Kennedy

RLK/mv
encls.