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No. OF EMPLOYEES	626		
NOMBRE D'EMPLOYÉS	0, 626		



The Board of Education for the City of London

AGREEMENT

- between -

THE BOARD OF EDUCATION FOR THE CITY OF LONDON

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1150

TERM: 1990 OCTOBER 01 to 1993 SEPTEMBER 30

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THIS AGREEMENT

BETWEEN:

**THE BOARD OF EDUCATION
FOR THE CITY OF LONDON**

(hereinafter called "the Employer")

of the FIRST PART

- and -

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1150**

(hereinafter called "the Union")

of the SECOND PART

ARTICLE 1 -

RECOGNITION

- (a) The Employer recognizes the Union as the exclusive bargaining agent of all of its office and clerical employees, ~~educational assistants~~ and health care assistants, save and except the following:

Supervisors and Foremen
Persons above the rank of Supervisor and Foreman
Technical ~~Employees~~
Secretary to the Trustees
Secretaries - Executive Secretary's Office
Private Secretary to the Executive Secretary
Secretarial Assistants 1
Secretarial Assistants 3
Secretarial Assistant, Business & Finance
Administrative Secretary to Director
Senior Personnel Clerk
Senior Records Clerk
Stores Clerks
Administrative Assistants
Systems Analysts
Secretary to Program Supervisor, ERS Resource
Secretary to Superintendent of Plant
Buyers
Accountants
Supervisor, Word Processing
Assistant Accountants
Office Managers

- (b) For the purpose of clarity the parties agree that persons employed in the following occupational classifications are technical employees:

psychometrists, research assistants, psychologists, programmers, analysts, attendance counsellors, technologists, education TV technicians, audio-visual technicians, operations technicians, film technicians, library technicians, science technicians, architectural technicians, electrical and mechanical technicians and draftsperson, Measurement and Evaluation Technician, Measurement and Evaluation Assistant

- 1.2 For the purpose of this agreement a full-time employee shall mean an employee regularly scheduled to work more than 24 hours per week and a part-time employee shall mean an employee regularly scheduled to work not more than 24 hours per week. *8811*

- 1.3 Each employee in the bargaining unit shall upon attaining seniority under Article 6, and as a condition of employment, become and remain a member of the Union. *1-2*

ARTICLE 2 - MANAGEMENT'S FUNCTIONS

The management of the operations of the Employer and the direction of its employees shall continue to be vested in the Employer including, without limiting the generality of the foregoing, the right to hire, discharge, transfer, promote, demote and discipline employees subject to the terms of this Agreement and the right of the Union and/or the employee concerned to lodge a grievance in the manner herein provided.

ARTICLE 3 - NO DISCRIMINATION

3.1 Neither the Union nor the Employer will discriminate against any employee:-

- (a) by reason of the employee's membership in the Union, or
- (b) within the meaning of The Ontario Human Rights Code, notwithstanding section 4(4) of that statute.

7-2

The parties agree that an employee shall pursue an allegation of a violation of the Code in accordance with the Board policy and exhaust such procedure before having recourse to the procedures available under the Code. Any resolution or settlement arrived at under the Board policy shall be deemed to be a binding settlement for the purposes of the Code. In the event that a settlement is not reached while the matter is being dealt with under the Board policy, it is understood that should the employee wish to pursue the matter further such employee must do so in accordance with the Code and not under the Grievance and Arbitration Procedure in this Agreement.

ARTICLE 4 - UNION DUES

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On the first **pay** of each month the Employer will deduct from the pay of each employee who is **covered** by this Agreement and who has attained seniority an amount equal to their regular monthly Union dues. The **Union** shall notify the Employer in writing of the amount of such **dues** from time to time.

- 4.2** All dues so deducted shall be remitted to the Union not later than the 5th day of the month following the month **in** which such deductions are made together **with** a list in duplicate of the names of **all** employees from whose pay dues were so deducted. The Union shall indemnify and save **the** Employer harmless **with** respect to all claims and demands made against the **Employer** by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

ARTICLE 5 - UNION REPRESENTATION

Subject to Article 5.2, the Employer will recognize the following committees of employees for the respective purposes shown:-

The Bargaining Committee - consisting of not more than five employees plus one alternate, for the purpose of negotiating this Agreement and its renewal.

The Labour Management Co-operation Committee ⁶⁻¹ consisting of not more than 7 employees and not more than 4 representatives of the Employer for the purpose of improving communications between the parties and discussing matters of mutual concern. This committee will hold ten monthly meetings on dates set out in the previous June. The Union and the Employer will exchange agendas of matters for discussion 7 days before each regular meeting of this committee. This committee will also meet at any other mutually agreeable time to discuss urgent matters.

The Grievance Committee - consisting of not more than 4 employees for the purpose of processing grievances in accordance with the Grievance Procedure provided for in this Agreement. Each employee on this committee shall also be recognized as a steward and one of their number will be recognized as Chief Steward.

Job Evaluation Committee

The CUPE 1150 Job Evaluation Committee will consist of two representatives of the Employer and two representatives of the employee group. The committee will have a non-voting chairperson. Either party may have a maximum of two observers present. The non-voting chairperson will be appointed by the Superintendent of Human Resources.

- 5.2 The Employer will not be required to recognize or deal with employees on any of the committees in Article 5.1 unless those employees have acquired seniority under Article 6.2 and the Union has notified the Employer in writing of the names of such employees and the Committees of which they are members from time to time.
- 5.3 No employee shall leave work to investigate or process grievances in accordance with the Grievance Procedure in this Agreement or to attend meetings with the Employer as a member of any of the committees in Article 5.1 without the prior consent of the Superintendent of Human Resources or the Superintendent's designate, which consent shall not be unreasonably withheld.

No employee shall leave work on Union business, other as hereinbefore provided, without the prior consent of the superintendent of **Education, Employee Services, Human Resources Department.**

5.4
63D-1

The Employer will pay each employee who is on any of the committees in Article 5.1 at their regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer, including in the case of a steward, all such time reasonably spent in processing grievances. In the event that a member of a committee is required by the Employer to attend a meeting with the Employer in the employee's capacity as a member of a committee while such employee is on vacation, the employee shall receive an additional day's vacation with pay but shall **not** receive any pay in accordance with the provisions of this Article.

5.5 A full-time representative of the Union and/or the President of the Local Union may attend meetings of any of the committees in Article 5.1.

5.6 It is the policy of the parties that all correspondence between them (except for grievance handling and dues deduction matters) shall pass to and from the Superintendent of Human Resources or the Superintendent's designate, and the Secretary of the Union,

5.7 Employees who are elected to the Executive Committee of **the Union, through request by the President,** may be released from **regular duties to attend to Union business.** Release time in the amount of up to 20 days per calendar year would be subject to the approval of the following conditions:

63K-3
X
see art
20-5
63K-1

(a) the replacement arrangements, if necessary, shall be made in consultation with the Principal/Supervisor and the Union and shall be subject to the approval of the Superintendent of Human Resources.

(b) the Union shall reimburse the Board for the total salary and benefits paid to the employee released by the Board during such absence.

ARTICLE 6 - SENIORITY

As used in this Agreement, "**seniority**" means length of continuous service since date of last hire with the Employer or of some predecessor Board of Education which has been amalgamated or merged with the Employer.

885-1

6.2 There shall be ~~separate seniority lists~~ maintained for full-time and ~~part-time employees designated~~ either as office and ~~clerical or educational~~ assistants and health care assistants. There shall be no right to exercise seniority to move from office and clerical to educational assistant and health care assistant **positions** and vice versa.

8-1090

6.3 (a) An employee shall be considered a probationary employee until the employee has completed 90 ~~calendar days of~~ service after which the employee's name shall be placed on the seniority list mentioned in Article 6.2 and 6.4 and the employee's seniority shall date back to the employee's last date of hire as a probationary employee, at which time the employee shall be declared permanent.

(b) If the probationary period of an employee normally subject to lay-off extends into the months of July or August, the period may be extended by an equal number of days into the next school year.

(c) No grievance may be submitted concerning the termination of employment, lay-off, or disciplining of a probationary employee.

(d) An employee who is transferred to a full-time position from a part-time position or to a part-time position from a full-time position shall be credited with the employee's seniority **accumulated** in each position.

(e) For the purpose of pro-rating seniority standing as between part-time employees and full-time employees, full-time service shall be equal to **the** number of months seniority in accordance with Article 6.1 multiplied by two to determine part-time seniority credit and equal to the number of months part-time seniority divided by two to determine full-time seniority credit.

(f) In the event that an employee is transferred from a full-time position to a part-time position and is later returned to a full-time position the employee shall be credited with seniority for **the** period the employee was employed full-time and, in addition, any part-time seniority accumulated.

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(g) In the event that a part-time employee is transferred to a full-time position and is later returned to a part-time position, the employee shall be credited with seniority for the period the employee was employed part-time and, in addition, any full-time seniority accumulated.

6.4 The Employer will maintain seniority lists showing each employee name, department, the date upon which the employee's seniority commenced and the employee's occupational classification. In January of each year, the Employer will revise the seniority list and post up copies of the revised lists on all bulletin boards and will send 2 copies to the Union. Complaints about the accuracy of a seniority list will be considered within 15 days of the date of such posting and if no complaint or grievance is received within that time, the list shall then be deemed to be accurate.

27001
6.5 (a) The Employer will consider the requirements and efficiency of operations, the knowledge, training, skill and ability of the individual to perform the normal required work in determining which employee is to be laid off or recalled from lay-off and where these are relatively equal, the employee with the greatest seniority will be the last to be laid off and conversely the first to be recalled from lay-off. For the purpose of this Article, a lay-off means a lay-off for more than five working days. This provision shall not apply to lay-offs for the Christmas, Mid-winter or summer school holidays.

(b) In filling an assignment on a temporary basis during a layoff, first priority will be given to the employee who regularly performs the job. When the Employer contacts an employee who is on lay-off and requests that employee to come to work on a temporary basis and the employee declines or does not report for work, the Employer may hire another to do such temporary work and such person shall not thereby lose seniority rights under Article 6.7(5).

6.6 An employee who is absent from work due to illness or accident shall continue to accumulate seniority during the period of such absence. Employees on approved leave of absence shall continue to accumulate seniority for a period not exceeding eighteen (18) consecutive months.

6.7 (a) All seniority rights of an employee shall cease and the employee's employment shall be deemed to be terminated for the following reasons:-

- (1) the employee resigns,
- (2) the employee is discharged and not reinstated through the Grievance or Arbitration Procedures;
- (3) the employee fails to return from leave of absence, or other approved absence, without notifying the Employer at least **24** hours prior to the date of the expiry of the leave, provided such notification is reasonably possible;
- (4) the employee is absent from work without permission for more than **3** consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
- (5) the employee fails to report for work after a lay-off within **7** calendar days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has record, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee's control. Employees are responsible for advising the Employer in writing of their address from time to time while they are on lay-off;
- (6) the employee is ~~laid off for a period longer than~~ **18 consecutive** months;
- (7) **the employee** retires or is retired.

29-18

- (b) An employee who changes employment status without a break in service from part-time to full-time shall retain seniority in accordance with Article **6.3(b)**.

6.8 The selection and promotion of employees to positions outside the bargaining unit are not governed by this Agreement. In the event an employee is or has been promoted to any such position and is later returned to a position within the bargaining unit the employee shall be credited with seniority during the period the employee was employed outside the bargaining unit and upon such return the employee shall be placed in a **job** consistent with the employee's qualifications and such seniority; provided that no

employee in the bargaining unit shall be displaced or laid off as a result of such placement. An employee shall not be transferred to a position outside the bargaining unit without the consent of the employee.

Such employees promoted after 1988 May 05 may accumulate seniority to a maximum of twelve (12) months.

6.9 In the event that the Employer shall merge, amalgamate or combine any of its operations or functions with another Board of Education, the Employer will use its best efforts to ensure retention of all seniority rights of its employees with the successor employer.

26A-1
6.10 Notwithstanding any other provision in this Collective Agreement, employees who are officers of the Union, from time to time, shall be the ~~last to be laid off~~ work in a department, provided they have the Skill, ability, qualifications and physical fitness to perform the work which is available.

6.11 A grievance concerning a lay-off by reason of a reduction in the working force may be taken up at Step 2 of the Grievance Procedure.

6.12 Except for lay-offs resultant from summer, Christmas and mid-winter break, no new employee will be hired until a person who is on lay-off has been given an opportunity for recall; provided such person has the skill, ability, qualifications and physical fitness to do the work in question.

26 010
6.13 (a) The Employer shall notify an employee who is to be laid off work not less than 10 working days before the lay-off is to be effected. ~~If an employee who~~ is to be laid off has not had the opportunity to work 10 full days after notice of lay-off, the employee shall be paid in lieu of work for that part of the period of 10 working days during which work was not made available.

(b) If an employee who is to be laid off wishes to seek employment in another position rather than be laid off, any such employee shall forthwith send notice in writing to the Superintendent of Human Resources or the Superintendent's designate who shall endeavour to place the employee in another position during the period of such lay-off provided the employee has the skill, ability and qualifications to perform any work which is available, and Articles 11 and 12 shall not apply.

11/12-2

6.14

An employee covered by this Agreement whose past performance has proven satisfactory to the Employer and who, through advancing years or partial or temporary disability, is unable to perform his regular duties, shall be given preference for such other work as may be available at the rate of pay to be determined by the parties in the circumstances. Articles 6.5, 11 and 12 shall not apply in such a case. A copy of the results of the employee's medical examination by a physician appointed by the Employer shall be made available to both the Employer and the employee concerned. A copy of the results of an examination by the employee's own physician shall be made available to the Employer with the consent of the employee.

6.15

Redundancy:

The Union will be notified of any pending redundancies prior to any placement of an employee. The Employer will place any employee affected by a position redundancy in accordance with Article 6 and Articles 11.1(c) and 12.1(c) (re: part-time/full-time positions) with the exception of positions within a new school/department before affecting any other transfers/hires. Such employee shall be placed into a position within the same classification. Consideration is to be given where employees are in a position subject to the designated layoff periods whereby 10-month employees are placed in 10-month positions and 12-month employees are placed in 12-month positions, unless otherwise agreed between Management, Union and the incumbent.

ARTICLE 7 - NO STRIKES OR LOCK-OUTS

7. - So long as this Agreement continues to operate there will be no strikes or lock-outs as those terms are defined in The Labour Relations Act.

ARTICLE 8 - GRIEVANCES

- (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be adjusted as quickly as possible.
- (b) All meetings at which grievances are processed shall be held **in camera**.
- (c) Employees who are covered by this Agreement shall be required to follow the procedures laid down in this Article and any employee who appeals directly to any Trustee or Official of the Employer **shall** thereby forfeit all rights under this Article.
- (d) A grievance under this Agreement shall be defined as any difference **or** dispute between the Employer and any employee or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable **and** an allegation **that** this Agreement has been violated.

- 8.2 (a) In the event of a grievance by an employee, the employee shall take the matter up with the Employer within and not after 10 working days after the employee became aware or ought to have become aware of the incident or circumstances giving rise to the grievance.
- (b) A policy grievance or group grievance shall be taken up within and not after 10 working days after the date of the incident giving rise to the grievance,

8.3 The following procedure shall be adhered to in processing grievances, save as otherwise provided in this Article, in Article 6.11 and in Article 10:

STEP 1 The employee shall take the matter up with **the** employee's immediate supervisor. The employee may, if desired, be accompanied by the employee's Steward.

STEP 2 If a settlement satisfactory to the employee is **not** reached within 3 working days of the date the matter was taken up with the Immediate Supervisor, the Steward or the Chief Steward may, within **and** not after 10 working days of that date, take the grievance up with the Superintendent of Human Resources or the Superintendent's designate. A grievance submitted at Step 2 **shall** be **in**

writing, shall contain a concise **statement** of the facts complained of and the relief sought and shall be signed by the **employee** and the Steward. The Superintendent of Human Resources or the Superintendent's designate shall give a decision or answer in writing within **5** working days of the date upon which the grievance was taken up with that official.

STEP 3

If the grievance is not settled at Step **2**, the Grievance Committee may, within and not after **5** working days of the date of receiving the decision of the Superintendent of Human Resources or the Superintendent's designate, (or if no decision is received from the Official, then within **5** working days after such grievance ought to have been given), submit the grievance to the Director of Education. Within **10** working days the Director of Education or designate will arrange a meeting with the griever, President of the Local, Steward or Chief Steward, the Union's National representatives and representatives of the Employer to hear representations concerning the grievance and will render a written decision within **5** working days thereafter. If the decision is not satisfactory, the Union may, within and not after **10** working days of having received the decision, refer the grievance to arbitration as per Article **9**.

- 8.4** A grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step **2** of the Grievance Procedure.
- 8.5** A policy grievance of the Employer shall be in writing and may be initiated by the Director of Education or Superintendent of **Human** Resources by delivering the grievance to the President of the Union. If such grievance is not settled within **15** working days of the date of such delivery, the Employer may refer the grievance to arbitration under Article **9**.
- 8.6** In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the Grievance or Arbitration Procedures.

Notwithstanding the provisions of the Labour Relations Act, a grievance that is not commenced or processed to the next step in the Grievance Procedure shall be deemed to be dropped. Any of the time limits in this Article or in Article 10 may be extended by mutual agreement of the parties.

ARTICLE 9 - ARBITRATION

- (a) 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 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 to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within **5** days, inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall proceed to appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within **30** days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is **final** and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the Chairperson governs. The arbitration board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement; provided that failure to comply strictly with the provisions of this Article or the provisions of Article **8** or **10** shall not render a grievance void but the same may be amended or otherwise dealt with **upon proper** terms, in any manner which is just and equitable.

- (b) Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the arbitration board, and will share equally the fees and disbursements of the Chairperson.

ARTICLE 10 - DISCHARGE & SUSPENSION CASES

In the event an employee who has attained seniority is discharged ~~or~~ suspended as a disciplinary measure and ~~the~~ employee considers that an injustice has been done ~~the~~ matter may be taken up at Step 2 of the Grievance Procedure.

10.2 Where an employee's grievance against the discharge or suspension duly comes before an arbitration board, the board may make a ruling,

- (i) confirming the Employer's action, or
- (ii) reinstating the employee with or without compensation for wages lost (except ~~for~~ the amount of any remuneration the employee has received elsewhere pending the disposition of the employee's case), or
- (iii) disposing of the grievance in any other manner which may be just and equitable.

10.3 In the event that a period of twenty-four calendar months has elapsed since a derogatory notation was issued to an employee and no further derogatory notation or suspension has been placed upon such employee's personnel record during the twenty-four months' period, such derogatory notation shall be removed from the employee's personnel record.

9-1

ARTICLE 11 - JOB VACANCIES - ALL JOB CLASSIFICATIONS EXCEPT EDUCATIONAL ASSISTANTS AND HEALTH CARE ASSISTANTS

11.1 (a) Whenever a new occupational classification falling within Grade 2 or a Group higher than Grade 2 within the bargaining unit is designated by the Employer or there is a permanent vacancy in any of the occupational classifications falling within Grade 2 or a Group higher than Grade 2 covered by this Agreement and the Employer proposes to fill such vacancy, the Employer will ~~post up a~~ notice of vacancy or new classification in the Employer's offices and on the bulletin boards for a period of 7 working days from date of mailing the notice for posting. In this Article, the expression "permanent vacancy" means a vacancy caused by such events as resignation, retirement or discharge and which is indefinite or long-lasting in nature and does not include a vacancy caused by approved or authorized absence from work of an employee. 27F-1

(b) The notice will contain the name of the school or department, nature of the position, the basic qualifications and any special qualifications required, the title and address to which applications should be directed, the rate of pay and when it is intended to fill the vacancy.

(c) Notwithstanding the provisions of this Article, when a position is changed from full-time to part-time or from part-time to full-time, the employee affected by such change will be notified and given the opportunity to remain in the position. The employee must indicate the employee's intention to the Employer verbally within 3 working days of receipt of such notice, such intention to be confirmed in writing by the employee within a further 2 working days. If there is more than one employee in the same classification and location, the least senior employee shall be affected. Should the employee not wish to remain in the position, this Article shall apply in accordance with the provisions thereof.

(d) Secretarial/Clerical Summer School Positions

Where secretarial/clerical positions normally subject to lay-off continue beyond the regular school year, such positions shall be offered to the incumbent(s) in the school. In the event that there is more than one incumbent, ~~seniority shall prevail~~. After all incumbents have been offered positions, the

remaining positions shall be posted.

(e) All other summer school positions shall be posted.

11.2

(a) An employee who wishes to apply for any posted vacancy within their present job classification shall make application in writing to the Superintendent of Human Resources or designate during the period of 7 working days mentioned in Article 11.1. The determining factor in the selection of the successful applicant will be seniority, provided the employee has the skill, ability, qualifications and physical fitness to do the work in question. If there is no applicant or no successful applicant, the Employer may then go outside of the bargaining unit to fill the vacancy.

The Employer must advise the employee two (2) working days in advance of any test(s) to be administered in conjunction with the interview process.

Full-time employees will be the first to be considered for full-time vacancies and part-time employees will be the first to be considered for part-time vacancies.

(b) An employee who wishes to apply for a posted position outside their present job classification shall make application in writing to the Superintendent of Human Resources or designate during the period of 7 working days mentioned in Article 11.1. The determining factors in the selection of the successful candidate will be skill, ability, and qualifications. Should two or more candidates be judged relatively equal in skill, ability and qualifications, the candidate with the greatest seniority shall be awarded the position.

27 A-1

11.3

The Employer will render its decision with respect to the applicants for the posted vacancy who have made application in accordance with Article 11.2 within 17 working days running from the end of the posting period provided for in Article 11.1. The Employer will notify each applicant for the posted vacancy in writing of the employee's rejection or acceptance and state the reason for the acceptance or rejection. In the event that the posted vacancy is not filled within 8 weeks running from the end of the posting period provided for in Article 11.1, the Employer will not fill the vacancy from outside the bargaining unit unless the vacancy is re-posted in accordance with the provisions of this Article.

11.4

- (a) If there is a successful applicant, the applicant will be placed in the vacancy for a trial period not exceeding:
- (i) 30 working days if the applicant has posted to a position within their present job classification; and
 - (ii) 60 working days if the applicant has posted to a position outside their present job classification.

If the applicant proves satisfactory, the applicant will be confirmed, in writing, in the new position.

The trial period may be extended by mutual agreement between the Board and the Union. If the employee proves unsatisfactory to the Employer during that time, or if the employee is unable to perform the duties, the employee will be returned to the employee's former position or another position for which the employee is qualified in the same job group, at the employee's former salary or rate of pay, as may any other employee in the bargaining unit who was promoted or transferred by reason of such placing.

- (b) A **successful** applicant will be paid at the rate of pay in the progression in the job group to which the employee is promoted equal to or next higher than the employee's rate of pay in the job group from which the employee was promoted.
- (c) Job Familiarization
To facilitate the transition into the new position, the successful applicant will be provided an appropriate familiarization period where practicable.
- (d) If an applicant is returned to the applicant's former position or some other position under Article 11.4 (a), the Employer shall give consideration to those employees who were unsuccessful applicants for the initial vacancy and should the Employer place any such employee in the vacant position, paragraph (a) of this Article shall apply.

11.5 The Employer shall similarly post the vacancy caused by placing a successful applicant under the foregoing provisions of this Article but shall not be required to post any subsequent vacancy caused thereby. The Employer may, but shall not be required to, post any notice of vacancy until the first successful applicant under Article 11.4 has successfully passed their trial period.

- 11.6 (a)** No employee who has applied successfully under this Article shall be entitled to bid for any **other posted** vacancy for a period of **10 months from the date** the employee received notification that the **application** was successful, except with the Employer's permission. The **10** month period provided for herein shall be **6** months from the date of the employee's successful bid in the case of an employee, other than a new employee, where the employee's acceptance for the posted vacancy would result in a promotion to a higher paid job. A new employee who is hired by the Employer shall not be entitled to apply for a posted vacancy for a period of **10** months from the employee's date of hire, except with the Employer's permission.
- (b)** In the event that an employee refuses to accept a position for which the employee has **successfully** applied, unless the successful employee withdraws not later than **1** working day after the interview, the employee shall not be entitled to apply for any other posted vacancy for a period of **10** months from the date of the employee's notification of successful application except with the Employer's permission.
- 11.7** The Employer shall notify the Union in writing, by the **21st** of the following month, of all appointments, hirings, transfers, layoffs, recalls and terminations of employment, concerning employees covered by this agreement during the previous month, including notice of vacancy number where applicable.
- 11.8** If because of personal reasons a successful applicant for a posted vacancy wishes to vacate the position for which the employee has been accepted, the employee may, accompanied by the employee's steward, review the matter with the Superintendent of Human Resources or the Superintendent's designate. Such request must be made within and not after **30** working days from commencement in the position. If justification for the request is established to the satisfaction of the Superintendent of Human Resources or the superintendent's designate, a solution to any problem which may exist will be pursued. Such a solution may include returning the employee to the employee's former position or transferring the employee to another vacancy. The vacancy occasioned by such action **may** be filled by the Employer without further posting; however, consideration shall be given to **all** other applicants for **the** posted vacancy, if any.

ARTICLE 12 - JOB VACANCIES - EDUCATIONAL ASSISTANTS AND HEALTH CARE ASSISTANTS

12. (a) The Employer shall post a notice of vacancy on or before May 01 of each year for all educational assistant and health care assistant positions which were filled between November 15 and May 01, and which are projected to continue for the following school year and which were not already posted as a vacancy. Such vacancies shall be awarded on or before June 15 to become effective on or before September 01.

A similar procedure shall apply for those positions filled but not posted during the period May 01 to November 15 whereby the notice shall be posted on or before November 15 and awarded on or before January 15 to be effective on or before January 31.

Only the subsequent vacancies arising from filling these positions shall be awarded within the same time-frames.

These postings shall be placed in the Employer's offices and on the bulletin boards for a period of 7 working days from the date of mailing the notice of vacancy.

It is recognised that the Employer may post such positions in accordance with the posting procedures.

In cases where an individual is hired as a new employee in one of these positions which is later posted on either May 01 or November 15, their probationary period shall continue for 90 calendar days following placement in a position either on January 31 or September 01.

Reference Chart

<u>Posting Date</u>	<u>Awarding Date</u>	<u>Transfer Date</u>
November 15	January 15	January 31
May 01	June 15	September 01

(b) The notice will contain the name of the school or department, nature of the position, the basic qualifications and any special qualifications required, including specific medical procedures, the title and address to which applications should be directed, the rate of pay and when it is intended to fill the vacancy.

25

(c) Notwithstanding the provisions of this Article, when a position is changed from full-time to part-time or from part-time to full-time, the employee affected by such change will be notified and given the opportunity to remain in the position. The employee must indicate the employee's intention to the Employer verbally within 3 working days of receipt of such notice, such intention to be confirmed in writing by the employee within a further 2 working days. If there is more than one employee in the same classification and location, the least senior employee shall be affected. Should the employee not wish to remain in the position, this Article shall apply in accordance with the provisions thereof.

(d) Educational Assistant and Health Care Assistant Summer School Positions

Where educational assistant and health care assistant positions continue beyond the regular school year, such positions shall be offered to the incumbent(s) in the classes from which the students are taken. In the event that there is more than one incumbent, seniority shall prevail. After all incumbents have been offered positions, the remaining positions shall be posted.

(e) All other summer school positions shall be posted.

12.2 An educational assistant or health care assistant who wishes to apply for any posted position shall make application in writing during the period of 7 working days mentioned in Article 12.1. Educational assistants and health care assistants who hold the necessary qualifications as listed on the posting shall be considered for the posted positions. Where two or more educational assistants or health care assistants hold the necessary qualifications for the posted position, seniority shall be the determining factor in filling the position. If no qualified candidates apply, the Employer may then go outside the bargaining unit to fill the position.

Full-time employees will be the first to be considered for full-time positions and part-time employees will be the first to be considered for part-time positions.

Within 17 working days from the closing of the posting as noted in Article 12.1, the Employer will render its decision regarding the successful applicant. The Employer will notify each applicant for the posted position in writing of the employee's acceptance or rejection and state the reason for acceptance or rejection.

12.3 Educational assistants and health care assistants who wish to transfer to another assignment/school shall submit a "Request for Transfer" to the Superintendent of Education-Staffing on or before May 15 of each year. The Superintendent of Education-Staffing shall attempt to accommodate as many requests for transfer as possible.

- 12.4
- (a) If there is a successful applicant, the applicant will be placed in the vacancy for a trial period not exceeding 30 working days, and if the applicant proves satisfactory the applicant will then be confirmed in the new classification. The trial period may be extended by mutual agreement between the Board and the Union. If the employee proves unsatisfactory to the Employer during that time, or if the employee is unable to perform the duties, the employee will be returned to the employee's former position or another position for which the employee is qualified in the same job group, at the employee's former salary or rate of pay, as may any other employee in the bargaining unit who was promoted or transferred by reason of such placing.
 - (b) A successful applicant will be paid at the rate of pay in the progression in the job group to which the employee is promoted equal to or next higher than the employee's rate of pay in the job group from which the employee was promoted.
 - (c) If an applicant is returned to the applicant's former position or some other position under Article 12.4 (a), the Employer will give consideration to those employees who were unsuccessful applicants for the initial vacancy, and should the Employer place any such employee in the vacant position, paragraph (a) of this Article shall apply.

16-2

ARTICLE 13 - NEW CLASSIFICATIONS & RE-EVALUATION

Whenever the Employer designates a new occupational classification covered by this Agreement, it will prepare a job description and refer it to the Job Evaluation Committee for a recommendation in accordance with the Job Evaluation Procedures as attached to this Collective Agreement.

13.2 If by reason of any significant change in the duties or responsibilities of a job classification, the procedures under the Job Evaluation Procedures may be invoked.

13.3 The parties agree that the job descriptions adopted by the Employer from time to time do not form part of this Agreement but are intended solely for the guidance of the parties.

ARTICLE 14 - HOURS OF WORK & OVERTIME

Full-time Only:

34-3500

- 14.1 (a) The regular work week for office and clerical employees shall consist of **35** hours made up of **5** working days, Monday to Friday. An employee shall be allowed a lunch period of at least one-half (1/2) hour without pay.
- (b) The regular work week for Developmental and Teacher Assistants shall consist of **35** hours made up of **5** working days, Monday to Friday. An employee shall be allowed at least one-half hour for lunch, subject to any mutually acceptable arrangements that may be made between the employee and the Principal.
- 14.2 (a) Time worked in excess of **35** hours per week will be paid for at time and one-half the employee's effective hourly rate calculated to the nearest **15** minutes provided that overtime amounting to less than one hour in a week will not be paid for.
- (b) When an employee is required to work on any of the holidays in Article 16, the employee shall be paid for the holiday plus **two times** the employee's effective hourly rate for all time actually worked and if the employee is required to work on a Sunday the employee will be paid at two times the employee's effective hourly rate for all time actually worked. 37
- (c) Time off with pay equal to overtime calculated in accordance with (a) or (b) may be granted by the Principal or Department Head at the request of the employee. It is understood that the Employer has the right to maintain a qualified work force and therefore such time off, if granted, will be taken at a mutually agreed time. Such time off may not be accumulated beyond the end of the following month.
- (d) Before September **15** of each school year, the Superintendent of Human Resources will issue a memorandum which defines the work year for members of the bargaining unit.
- 14.3 Each employee shall be entitled to a **15** minute rest period in the morning and in the afternoon. For Development and Teacher Assistants, the rest period shall be subject to any mutually acceptable arrangements that may be made between the employee and the Principal.

38-220
14.4 Employees whose ~~regular hours of~~ work extend beyond ~~4:30~~ p.m. shall receive a 20 minute paid lunch.

14.5 No employee shall be laid off work in any week merely for the reason that they have worked overtime in that week.

14.6 If an employee is called in to work during the employee's off hours the employee shall be paid the applicable overtime rate ~~or an amount~~ equal to time and one-half the employee's effective hourly rate for two hours, whichever is the greater of the two.

Part-Time Only:

30 X-1
14.7 The regular hours of work shall be as from time to time determined by the Superintendent of Human Resources or the Superintendent's designate, and either the Supervisor of the Department or the Principal. Employees shall be entitled to a 15 minute rest period for each half-day worked.

14.8 The Employer shall notify employees of their weekly hours of work at the commencement of the fall, winter and spring school terms. An employee's weekly hours of work shall not be reduced except at the commencement of a school term.

14.9 Time worked in excess of thirty-five hours per week will be paid for at time and one-half the employee's effective hourly rate calculated to the nearest fifteen minutes provided that overtime amounting to less than one hour in a week will not be paid.

14.10 Before September 15 of each school year, the Superintendent of Human Resources will issue a memorandum which defines the work year for members of the bargaining unit.

ARTICLE 15 - RATES OF PAY & OCCUPATIONAL CLASSIFICATIONS

50A-1

- .1 Rates of pay and occupational ~~classifications shall be~~ as set forth in Schedule A to this Agreement. Salaries will be paid on a 26 payment basis annually.
- 15.2 When a full-time employee is assigned on a ~~temporary basis~~ for five consecutive working days or more ~~to perform work~~ in an occupational classification other ~~than the employee's~~ own, the ~~employee will be~~ paid..at the rate of pay in the progression in the job group to which the employee is transferred equal to or next higher than ~~the~~ employee's rate of pay in the job group from which the employee was transferred.
- 15.3 An employee's length of service with the Employer, for the purpose of awarding increments in accordance with Schedule A of this Agreement, shall:
- (a) begin at the time at which such employee commenced in the employee's current **job group**,
 - (b) not include any time during which such employee is on lay-off or **leave** of absence if the period of lay-off and leave of absence combined exceeds fourteen weeks **in any** one calendar year.

ARTICLE 16 - PAID HOLIDAYS

16.1 The following will be recognized as paid **holidays** to be paid for at the **regular rates**:-

- | | | |
|-----|-----------------|-------------------|
| (a) | New Year's Day* | Civic Holiday |
| | Good Friday* | Labour Day* |
| | Easter Monday | Thanksgiving Day* |
| | Victoria Day* | Christmas Day* |
| | Canada Day* | Boxing pay" |

53-110

(b) or days observed in lieu of any such holiday and any other day proclaimed as a holiday by the Employer or by any competent Government Authority, **and** one additional day in each calendar year, such day to be designated by the Employer at least six (6) months prior to the date designated. Employees **who** would **normally be laid off on** the date designated as the holiday shall receive an extra day's pay in lieu of the holiday on their last regular pay date in November.

(c) one floating holiday per vacation year to be **observed on a day** to be mutually agreed **upon** between the employee and the Employer. †

* Indicates statutory holiday as defined by Employment Standards Act.

16.2 An employee will be paid for a holiday under this Article provided the employee:

(a) works the employee's last scheduled working day before and the employee's first scheduled working **day after such holiday and works on such holiday** if the employee is scheduled to work, unless the employee is excused by the Employer; **and**

(b) is on the active payroll of the Employer and not **on** leave of absence without pay **or** lay-off.

16.3 When **any** of the said holidays falls on a Saturday or Sunday, the Employer shall have the choice of granting an alternative day off with pay, **or an** additional day's pay.

ARTICLE 17 - VACATIONS

An employee who has,

- (a) less than **one** year's seniority (as defined in Article 6.1) prior to the 1st day of July in a year shall be entitled to one day's vacation with pay for each completed month of **service** up to a maximum of 10 working days' vacation with pay; 01 03
- (b) more than one year but less than 10 years' seniority (as defined in Article 6.1) prior to the 1st day of July in a year shall be granted a **vacation** of 15 working days with pay; DEF 10 04
- (c) more than 10 years' but less than 18 years' seniority (as defined in Article 6.1) prior to the 1st day of July in a year shall be granted a vacation of 20 working days with pay; 18 05
- (d) more than 18 years' but less than 27 years' seniority (as defined in Article 6.1) prior to the 1st day of July in a year shall be granted a vacation of 25 working days with pay; 27 06
- (e) more than 27 years' seniority (as defined in Article 6.1) prior to the 1st day of July in a year shall be granted a vacation of 30 working days with pay.

Effective 1992 July 01 :

- (a) An employee with less than one year's seniority (as defined in Article 6.1) prior to the 1st day of July in a year shall be entitled to one day's vacation with pay for each completed month of service up to a maximum of 10 working days' vacation with pay; 01 03
- (b) An employee with one year or more but less than 9 years' seniority prior to the 1st day of July in a year shall be granted a vacation of 15 working days with pay at the employee's regular rate in that year. 02 04
- (c) An employee with 9 years' or more but less than 17 years' seniority prior to the 1st day of July in a year shall be granted a vacation of 20 working days with pay at the employee's regular rate in that year. 17 05
- (d) An employee with 17 years' or more but less than 26 years' seniority prior to the 1st day of July in a year shall be granted a vacation of 25 working days with pay at the **employee's** regular rate in that year.

26 06 (e) An employee with 26 years' or more seniority prior to the 1st day of July in a year shall be granted vacation of 30 working days with pay at the employee's regular rate in that year.

- 17.2 (a) Employees in the bargaining unit are employed in positions where they are employed on a 12 month work year or they may normally be laid off at the end of the school year or June 30 (whichever occurs first), Christmas or Winter Break. For the purposes of this paragraph, "the end of the school year" for educational assistants and health care assistants shall mean the working day immediately following the last day when students are scheduled to be in school, unless expressly extended by the Superintendent of Human Resources or the Superintendent's designate.
- (b) An employee's vacation shall not be carried forward to the following year except with the Employer's consent which consent shall not be unreasonably withheld.

17.3 Employees who are normally laid off will be paid vacation pay in lieu of vacation according to the vacation schedule defined in Article 17.1:

- (a) at 4% of earnings
- (b) at 6% of earnings
- (c) at 8% of earnings
- (d) at 10% of earnings
- (e) at 12% of earnings

And vacation pay will be paid bi-weekly.

17.4 If any of the holidays in Article 16 are observed during a full-time employee's vacation, one additional day's vacation with pay shall be granted for each such holiday.

17.5 When preparing the annual vacation schedule, the Employer shall, subject to its right to maintain a qualified working force, give the choice of vacation dates to employees with the greatest seniority. When the annual vacation schedule is posted up there will be no change in an employee's scheduled vacation dates without agreement between the Employer and the employee concerned.

As used in this Article, the word "year" means (except for the definition in Article 17.1) the period commencing on the 1st day of July and ending on the 30th day of June next following. Vacation with pay is earned during the course of one vacation year as expressed in this Article and the vacation earned in a given vacation year shall be taken and paid for in the year following the 30th day of June of the vacation year in which it is earned. An employee's vacation or any part thereof may not be taken prior to the 1st day of July of the year in which it is to be taken.

ARTICLE 18 - SICK LEAVE; RETIREMENT GRATUITY & GROUP
INSURANCE

73 24240

- .1 After the employee has acquired seniority under Article 6, a full-time employee covered by this Agreement will be allowed 2 days' sick leave with pay for each month of seniority, subject to Article 26.2, and may accumulate the unused portion of **any sick leave** from one year to another up to a maximum of 240 days in the case of 12-month employees and 200 days in the case of 10-month employees. An employee shall, when required, produce to the Employer evidence of illness reasonably satisfactory to the Employer.
- 18.2 If the employee has acquired seniority under this agreement, a full-time employee hired prior to 1978 October 05, having ^{and} 10 years' continuous service who ceases to be employed by the Employer because of retirement from the Employer's service because of age, disability or death shall be paid, and in the event of death the estate shall be paid an amount equal to one-half of his accumulated sick leave credit, but such payment shall not exceed one-half of the employee's annual salary. ^{CO}
- 18.3 (a) **After** the employee has acquired seniority, a part-time employee whose regular work week is 17.5 hours or more will be **allowed** 1 day's sick leave with pay for each month of seniority and may accumulate **the** unused portion of **any** sick leave from one year to another up to a maximum of 120 days ⁸⁹ in the case of an office and clerical employee and up to 120 days in the case of developmental and teacher assistants. An employee shall, when required, produce evidence **of** illness reasonably satisfactory to the Employer.
- (b) Part-time employees who work less than 17.5 hours per week and who are absent due to illness or the observance of a school holiday with the result that the employee is not able to work all the scheduled weekly hours, the Employer will permit the employee to work the remaining scheduled hours at another time during **the** week as determined by the Employer.
- (c) A day **will** be interpreted as the average number of hours regularly worked per day calculated on a regular 5 day work week.

18.4 (a) Subject to the availability through an insurance ~~carrier~~ of the group insurance specified below, the ~~Emp~~ will pay on behalf of **each** full-time employee who is not on lay-off or leave of absence without pay and who has acquired seniority; 90% of the premium the plans:

700-
706-
70I.J.
090
70E-090
70D-090
75 9999998

- Group Life Insurance
- Ontario Health Insurance Plan
- Extended Health Benefits
- Blue Cross ~~Semi-Private~~ Coverage ?
(applicable only to those previously covered)
- Comprehensive Dental Insurance Plan
- Long Term Disability Insurance Plan

Notes:

refers to coverage in effect and equivalent to that offered by the current carrier as of 1985 September 30

**
72-999

Effective 1986 February 01, employee group life insurance coverage increases to 2.5 times annual salary, subject to a maximum insurance coverage of \$100,000.

*
70G-090

Effective 1989 June 01, the maximum of the Vision Care coverage will be \$200 per employee or dependent for any two consecutive calendar years.

71-2

*** Effective 1988 May 01, orthodontics coverage is provided.

(b)
89E-1

The Employer will pay on behalf of each part-time employee who is not on lay-off, on leave of absence without pay, and who has acquired seniority and who is regularly employed for 17.5 hours per week or more 40% of the premium cost of O.H.I.P. All part-time employees are entitled to Group Life Insurance at **100% cost** to employee.

Effective 1989 October 01, the Employer will pay **42.5%** of the premiums.

(c) During Pregnancy & Adoption Leave the Board will continue paying benefits in accordance with Article 18.4 for employees who have been granted up to 17 weeks of pregnancy or adoption leave.

- (d) The Employer will similarly continue to pay **50%** of the premiums for sickness benefits provided through Blue Cross for supplementary hospital semi-private care,
- (i) in respect of former employees who retired on or before the 20th day April, **1967**, and to whom the Employer represented such benefits **would be** paid after retirement;
 - (ii) in respect of employees who were full-time permanent employees on the 20th day of April, **1967**, who participated in such benefits on or before the 20th day of April, **1967**, and who retired from the service of the Employer before the 1st day of January, 1972;

while such persons are retired from the service of the Employer and so long as such programmes are continued.

- (e) All the insurance mentioned in this clause, shall be as more particularly described and set forth in the respective policies of insurance. Copies of these policies shall be sent to the Union as of the date of the signing of this Agreement only and in future, at the written request of the Union, whenever there are any changes in the coverages provided in the policies. Any dispute over payment of benefits under any such policies shall be adjusted between the employee and the insurer concerned, but the Employer will use its best efforts to adjust and settle any such dispute.

18.5 Dependent Life Insurance Coverage

- (a) Dependent life insurance is provided under the provisions of the Group Life Insurance Plan. The plan is administered by the Board with full premium cost of the plan and administration costs being paid by the employees covered by the plan.
- (b) The amount of coverage shall be as follows:
- | | | |
|------|---------------------------------------|-----------------|
| (i) | Spouse | \$15,000 |
| (ii) | Dependents
(under 21 years of age) | \$ 5,000 |
- (c) Participation is compulsory for any employee with a spouse and/or dependents under the age of **21** years.

ARTICLE 19 - RETIREMENT

19.1 An employee shall be subject to retirement at the end of the month in which the employee attains the employee's 65th birthday and continuation thereafter shall be at the Employer's discretion.

19.2 The Employer will continue the present Retirement Allowance full-time office and clerical employees in accordance with The London Board of Education Act, 1968, and The Education Act. In the event any new policy or by-law of the Employer dealing with retirement allowances comes into effect during the term of the Agreement which is no less favourable than the present plans, the same shall apply to employees in the bargaining unit. OMERS

ARTICLE 20 - LEAVE OF ABSENCE

Except as provided in this Article, whenever an employee applies for leave of absence the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any, on which it is granted. The supervisor may grant casual time off to an employee without the necessity of writing, to a maximum of two hours.

20.2 An employee who obtains any leave of absence for one purpose and uses it for another will be subject to discipline or discharge, depending upon the nature of the case.

20.3 The Employer may grant leave of absence without pay to an employee for good and sufficient reason if, in the opinion of the Employer, the employee's absence will not conflict with its efficient operations. 63

20.4 An employee who is elected or selected for a fulltime position with the Union or any organization with which the Union is affiliated will be granted leave of absence without pay and without the other benefits provided by this Agreement for a period of one year, but without loss of seniority. Such leave may be renewed for one further year during the employee's term in such position, provided application is made to the Employer in writing not less than 2 months prior to the expiry of the first year of such term. An employee who is elected to public office will be granted leave of absence on the same basis for a period of up to three years. 63

20.5 Leave of absence with pay and without loss of seniority shall be granted to not more than 4 employees elected or appointed to represent the Union at Union functions or seminars. Such time shall not exceed a total of 36 person days in any one calendar year. This said number of person days has been arrived at by the parties on the basis, as of the date of this Agreement, that there are 333 employees in the bargaining unit. The number of person days will be increased at the rate of one additional person day per year for every increase of 8 additional employees in the bargaining unit and the amount of increase, if any, will be adjusted as of the first day of January in each year. The number of person days shall similarly be reduced and adjusted for every decrease of 8 employees. 63

20.6 An employee will be entitled to leave of absence with pay for the purpose of writing examinations involving ~~course~~ instruction provided any such course has previously been approved and recognized by the Employer for the purpose of improving the employee's qualifications in the Employer's service.

63A-1
20.7 The Employer shall pay an employee up to 5 days' pay at the employee's regular straight time hourly rate for all regular time lost in the event of the death of the employee's spouse and up to 4 days in the event of the death of the employee's parent, parent-in-law, child, sister, brother, grandparent, grandchild, sister-in-law, son-in-law, daughter-in-law or brother-in-law. It is understood that the granting of the 4 days or 5 days shall include travel time, where necessary, and is subject to the approval of the Superintendent of Human Resources, or his designate. In order to qualify, the employee must:

- (a) have completed the probationary period,
- (b) provided satisfactory proof of death, and
- (c) be on the active payroll of the Employer and not on a leave of absence, sick leave, Workers' Compensation or lay-off.

63B-1
20.8 An employee who has completed the probationary period outlined in Article 6.3 who is summoned to serve as a juror or is required by Writ or Subpoena to appear in Court as a witness, not on the employee's own behalf, will be paid the employee's regular pay for the time required to be in Court, provided the employee presents to the Employer the process which required the employee's presence in Court and pays over to the Employer the amount received by the employee as such juror or witness.

63C-1
20.9 Compassionate leave of absence of one day with pay and one consecutive day without pay per calendar year may be granted by the employee's immediate supervisor for emergency situations in the employee's home or serious illness of the immediate family.

20.10 When an employee is on an unpaid leave of absence under Article 20, the employee shall make across-the-counter payments to continue insurance benefits under Article 18.4.

- 20.11** Excluding lay-offs during the Christmas and Winter Break, a full-time employee who is on lay-off or leave of absence without pay in excess of 2 weeks in any calendar year shall not earn and accumulate sick leave credits and vacation during such time.
- 20.12** Personal Leave Day - leave of absence of one day, ~~without~~ pay, per year (not to be used as vacation) to be ~~mutually~~ agreed upon between the employee and the Employer.

ARTICLE 21 - PARENTING LEAVES

58A-017
61A-018

Employees shall be granted pregnancy and parental leaves in accordance with the Ontario Employment Standards Act as amended from time to time

21.2 Application for Leaves

21.2.1 In order to facilitate the hiring of replacement employees, the employee will endeavour to give ten (10) weeks notice of the beginning and end dates of the leave.

21.2.2 Application:

- (i) is to the Superintendent of Human Resources, through the supervisor, on the appropriate form.
- (ii) for Pregnancy Leave, the application must include the certificate of a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated date when birth will occur.

21.3 Benefits during Leaves

21.3.1 Pregnancy and Parental Leaves are without pay.

21.3.2 For those employees who are eligible for Unemployment Insurance benefits during such a leave, the Board's Supplementary Unemployment Benefit plan will provide the equivalent of two (2) weeks approved benefits. 57,60-19999

21.3.3 During such leave, an employee continues to participate in the benefit plans. The Board will continue paying benefit premiums in accordance with Article 18.4 for employees who have been granted up to thirty-five (35) weeks of leave:

- Pension (OMERS) ✓ 57-199999
 - Life insurance
 - Extended Health
 - Dental
- 56,52-2

21.3.4 Seniority and experience continue to accrue during the leaves for up to thirty-five (35) weeks.

21.3.5 Extended Leave

58B-035

Pregnancy leave up to a maximum of 12 months, subject to the following conditions:

- a) For the employees who work in schools, the start and the expiry date of the leave will coincide, if possible, with the start and ending dates of the various school terms that make up the school year.
- b) For employees who work in locations other than schools, the start and ending dates of the leave will be mutually agreed to by the employee and the employee's supervisor and the Superintendent of the department concerned. The sole exception to the above dates shall be changes initiated by the Board and agreed to by the employee.

21.3.6 Employees may waive their deduction of benefit plan participation, including **OMERS**, by giving written notice to the Employer at least 4 weeks prior to the waiving of benefits.

21.4 Return From Leave

The employee shall return to their former or equivalent position provided the employee has not been laid off in accordance with Article 6.

ARTICLE 22 - COMPENSATION CASES (FULL-TIME ONLY)

An employee prevented from performing the employee's regular work with the **Employer** on account of an occupational accident at **the employee's** work that is recognized by the Workers' Compensation Board as compensable within the meaning of **the** Workers' Compensation Act shall receive from the Employer the difference **between the amount payable by the Workers' Compensation Board and the employee's regular salary.**

76B-1

- 22.2** Employees on Workers' Compensation shall, when required, produce evidence of injury, illness, or fitness to work reasonably **satisfactory** to the **Board**, or be required to undergo a medical examination by the physicians of the Board if the Board **deems** it necessary.
- 22.3** An employee who is absent from work and in receipt of Workers' Compensation who becomes otherwise employed during such period shall be deemed to have voluntarily quit.
- 22.4** An employee for whom the Employer is paying the difference between the amount payable by **the** Workers' Compensation Board **and** the employee's regular pay shall not accumulate any sick leave under this agreement for **any** day **for** which **the employee** is awarded **Workers'** Compensation.
- 22.5** When the insurer has accepted the eligibility of an employee's claim for **long** term disability benefits, Article 22.1 **will** not apply from the effective date of the benefits.
- 22.6** An employee who is subject to compulsory quarantine by order of the Local **Medical** Officer of Health shall continue to receive the employee's regular salary during such quarantine and **any** salary so paid shall be charged to the employee's accumulated sick leave credits, if the quarantine is due to personal illness of the employee.

ARTICLE 23 - HEALTH AND SAFETY

23.1 The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect pursuant to the Occupational Health and Safety Act, 1978.

ARTICLE 24 - TEMPORARY EMPLOYEES

24.1 The Employer may hire personnel on a temporary or casual basis for special projects and during periods of heavy work load and in cases of emergency for a period of not more than 90 working days within a 12 month period, between September 01 and August 31 of each school year, unless mutually agreed upon by both parties, and such personnel shall not thereby become permanent or probationary employees and are not covered by any of the terms and conditions of this Agreement save for the rates of pay in Schedule A. In the event any such temporary or casual employee is later hired by the Employer on a permanent basis, they shall acquire seniority as provided in Article 6. It is the intention of the parties that no employee who has acquired seniority under this Agreement and who is shown on a seniority list will be laid off work by reason of the Employer hiring personnel under this Article.

24.2 (a) The Union agrees that the following replacements do not count towards the 90 working days in this Article if a casual employee is assigned to replace an employee who is:

- (i) ill;
- (ii) on an approved leave (including parenting leaves);
- (iii) working on a Board or Union Committee;
- (iv) on holidays;
- (v) on Long Term Disability (including Worker's Compensation);
- (vi) on employee training programs.

(b) In the case of educational assistants and health care assistants, the Union agrees to consider waiving the 90 working days in this Article if the educational assistant or health care assistant is assigned to a student who is involved in an identification process and no Board approval has been granted to create a permanent position.

24.3 When a casual employee is hired as a replacement for a regular employee who is off work on a long-term illness, supported by a Doctor's certificate indicating the period of absence is likely to be in excess of 90 days, the 90 calendar day period will not apply for such periods of absence of up to 12 months duration. In such circumstances the casual employee may only fill the position for which the casual employee was originally hired. The Union will be informed of all such hirings.

- 24.4** Temporary or casual employees hired by the Board pursuant to Article 24.1 will pay union dues in accordance with C.U.P.E., Local 1150 by-laws which shall *be* paid in arrears upon completion of each one month of service by such employee.
- 24.5** The Employer shall forward to the Union each month by the 21st of the following month, one copy of the "Casual Report". The report will indicate the casual employees working the previous month, dates of hire, number of days worked, and type of assignment.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.1 Should it be necessary to lay any employee off as a direct result of any technological change implemented by the Employer, the Employer will provide not less than three months' notice to any affected employee. 22B4

The Employer agrees to notify the Union as far as possible in advance of its intentions to implement such a technological change and to update the information provided as new developments arise and modifications are made. The Employer shall provide the Union with a detailed description of the project it intends to carry out. 22A7

The Employer shall discuss any such technological change with the Union at a Labour-Management meeting established pursuant to the provisions of this Agreement. 22B1
Where training to enable employees to adapt to technological change would be practicable, the Employer agrees to provide the necessary training in keeping with its training policies.

No employee will be laid off as a direct result of the Employer contracting out any of the services currently being performed by the members of the bargaining unit. ✓

ARTICLE 26 - GENERAL

26.1 (a) Where an employee is **specifically required** by the Employer to undertake any course of instruction, or attend any seminar or conference outside the City of London, reimbursement for travelling expenses shall be paid by the Employer at the rates laid down for employees in its Policies, By-laws and Regulations.

(b) The Employer shall reimburse employees for transportation and travelling expenses within the City of London where such employees are required by the Employer to undertake any course of instruction or attend any seminar or conference, provided that this shall not apply to any course sponsored by the **Employer** for all available employees in the bargaining unit. Such reimbursement for transportation and travelling expenses within the City of London shall be from place of work to the place of instruction, seminar or conference and return to place of work. ✓

26.2 Excluding lay-offs during the Christmas and Winter Break, a full-time employee who is on lay-off or leave of absence without pay in excess of 2 weeks in any calendar year shall not earn and accumulate sick leave credits and vacation during such time.

26.3 With the prior permission of the Employer, the Union may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the building in which they are held.

26.4 The Employer agrees to ~~consider~~ ^{25 BY} reimbursement to full-time employees for the amount of tuition or part thereof for any course of instruction undertaken and successfully completed by the employee, subject to the following conditions.

The decision of the Employer regarding reimbursement will be communicated to the employee prior to the date of commencement of the course.

(a) The employee must submit the content of the course to the Employer and receive the Employer's approval thereto prior to the commencement of the course.

(b) The subject matter of the course must be such as to improve the capability of the employee, in the opinion of the Employer, in the employee's present job with the Board.

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- 26.5 (a) An employee may view the employee's personnel ~~file~~ in the presence of a representative of the Employer at each appointment, once ~~each~~ calendar year, or ~~more~~ frequently with the Employer's consent, which shall not be unreasonably withheld.
- (b) An employee shall have the right to respond in writing to any document contained in his/her personnel file. Such ~~reply~~ shall become part of the permanent record.

26.6 No employee will be required to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the employee to risk of injury or liability for negligence. It shall not be part of the duties and responsibilities of a member of Local 1150 to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

report for work on a scheduled work day, the employee shall

- (a) employed in positions where they are normally employed on a 12 month work year, shall have their normal vacation entitlement under Article 17.1 reduced by one day;
- (b) employees who are normally laid off at the end of the school year or June 30 (whichever occurs first), Christmas or Winter Breaks, shall have deducted from their vacation pay earned pursuant to Article 17.3 the equivalent of one day's pay.

26.8 An employee who is late for work as a result of weather conditions will be paid for the day. It is understood that the employee will make every effort to report to work.

486C-1

ARTICLE 27 - GROUP R.R.S.P. SEVERANCE FUND

- 27.1 Effective 1992 January 01 all employees shall have deducted from each gross pay the amount of 1/3 of one percent, which will be credited to the Group R.R.S.P. Fund.
- 27.2 The Employer shall consult with representatives of the local employee group with respect to the administration of the Group R.R.S.P. Fund within the following parameters:
- a) To receive and review proposals with respect to administration of the fund.
 - b) The administrative fees of the fund will annually be deducted from the monies in the fund.
 - c) Investments shall be restricted to secure and stable investments with low risks.
 - d) All monies deducted from permanent employees shall be credited to the fund in the name of the employee.
 - e) The interest earned shall be credited in the name of the employee.
 - f) Each employee will annually receive a statement of their balance in the Group R.R.S.P. Fund.
- 27.3 Within sixty (60) days of leaving the employ of the Board, the amount accumulated in the Group R.R.S.P. Fund in the name of the individual employee shall be forwarded to the employee or the employee's estate.
- 27.4 Employees who are eligible to receive a Sick Leave Credit Gratuity will receive the amount accumulated in the Group R.R.S.P. Fund on their behalf plus additional funds that would bring the total payment equivalent to the amount eligible under the Sick Leave Credit Gratuity provisions as per Article 18. Should the amount that the employee is eligible for under the Sick Leave Credit Gratuity be less than the amount accumulated in the Group R.R.S.P. Fund for that employee, then the employee will receive the amount in the Group R.R.S.P. Fund.

ARTICLE 28 - COST OF LIVING ADJUSTMENT

51-3

There shall be a cost of living adjustment made ~~in 1993~~ September for employees on the active payroll as ~~of 1993~~ September 01 and during the previous 12 months, based upon the percentage of increase in excess of 4.75%, but not to exceed 6.5%, by which the "CPI" published for the month of April 1993 exceeds that published for the month of April 1992. This percentage increase will be multiplied by the employee's basic hourly rate of salary in effect on 1993 August 31 prorated according to the number of hours worked during the previous calendar year, and prorated according to part-time equivalent for part-time employees. Such payment shall not exceed 1.75% of the employee's basic annual salary in effect on 1993 August 31.

28.2 "CPI" shall mean the all-Ontario Consumer Price Index published by Statistics Canada.

28.3 Future Provision

Any adjustment generated under (1) above shall be folded into the hourly rates in effect on 1993 September 30.


ARTICLE 29 - TERM OF AGREEMENT

This agreement shall be for a term of three years commencing on 1990 October 01 and ending 1993 September 30 unless either party gives notice in writing to the other not less than 30 or more than 120 days prior to the expiry date hereof of that party's intention to terminate or to negotiate revisions to this agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the 12th day of May, 1992.

FOR THE EMPLOYER:

FOR THE UNION:

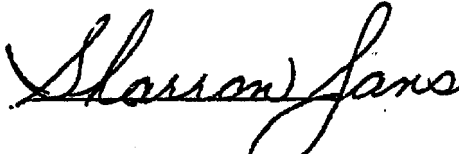

Cheryl Mill
Chairperson
of the Board



Hauitt Stille
President/
Negotiating Chairperson

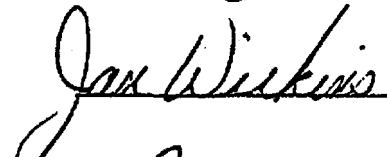

William H. Bond
Vice-Chairperson



Catherine Bear
Deputy Negotiating
Chairperson


Joyce A. Bennett
Chairperson
Human Resources Committee



Sharon Jans


P. Langels
Superintendent,
Human Resources


Jan Wickens


Director of
Education & Secretary


C.U.P.E.
Representative


C.U.P.E.
Representative

**THIS IS SCHEDULE A TO THE
COLLECTIVE AGREEMENT**

The following are the Occupational Classifications, Job Bands and Rates of Pay:

JOB BANDS	JOB CLASSIFICATIONS
I	Library Assistant Library Clerk
II	Accounting Records Clerk Clerical Assistant Clerical Secretary ERS Copy Preparation/Reprographics Clerk Data Records Clerk Information Services Secretary Mail Messenger Clerk Micrographics Clerk Plant Office Clerk Printing Services Finisher Receptionist Word Processing Secretary
III	Assessment Secretary Cashier Data Input Secretary Early Years Assistant Environmental Secretary Finance/Purchasing Secretary French Language Secondary School Secretary Night School Secretary Offset Press Operator Payroll Control Clerk Program Services Secretary Secretary to Principal, Continuing/Alternative Education
IV	Buyer's Assistant Computer Services Secretary Department Secretary Educational Assistant Plant Engineering Secretary Printing Services Control Operator Senior Benefits Assistant Senior Payroll Control Assistant Transportation Assistant
V	Head Secretary Office Secretary
VI	Computer Coordinator
VII	Administrative Secretary

SCHEDULE A
RATES OF PAY

50A-1

<u>Job Band</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
Effective 1992 January 01			
I	11.28 ^B	12.41	13.64
II	12.49	13.65	14.99
III	13.22	14.55	16.01
IV	14.30	15.69	17.30
V	15.84	17.51	19.33
VI	17.01	18.91	20.94
VII	18.33	20.35	22.55

Effective 1992 October 01

I	11.87 ^{Base}	13.06	14.36
II	13.08	14.29	15.70
III	13.84	15.24	16.77
IV	15.06	16.52	18.22
V	16.67	18.43	20.35
VI	17.87	19.86	21.99
VII	19.20	21.32	23.62

Retroactivity on wages shall be paid retroactively to 1990 October 01 on regular hours worked to all employees on the active payroll as of the date of ratification and to all employees who retired to OMERS between 1990 October 01 and the date of ratification.

**THIS IS SCHEDULE B TO THE
COLLECTIVE AGREEMENT**

Subject to the Employer's right **to** maintain a qualified work **force** in the **offices** and areas **where** full-time employees in the bargaining unit work, the regular **hours** of work will normally be **33** hours a **week from** the **Friday** following Canada Day **to** the **second Friday preceding** Labour Day inclusive of **which 28 hours will be** worked from Monday through Thursday. Full-time employees required to work beyond **the** five hours on a Friday will be allowed straight time **off** in lieu of **such** time worked at a time mutually agreed upon between the employee **and** the employee's immediate supervisor.

In lieu of the above, full-time employees in the bargaining unit whose duties correspond to **the school** year and **who** are laid off during the months of July **and August and who are recalled** to work following lay-off shall have the **Employer** contribution to benefit costs under Article **18.4** paid by the Employer during such period of lay-off.

LETTERS OF INTENT

During collective bargaining negotiations between The Board of Education for the City of London and the Canadian Union of Public Employees, Local 1150, it was agreed that the equivalent clothing allowance as applied to Custodians would be provided to the Mail Records Clerks.

2. During collective bargaining negotiations between The Board of Education for the City of London and the Canadian Union of Public Employees Local 1150 it was agreed that no existing positions in the bargaining unit shall be proclaimed redundant due to the installation of the new computer without prior consultation with the Union.

It was agreed that the Employer will provide suitable training to employees in the use of new computer equipment where necessary.

3. For the purposes of Administration of this Collective Agreement, "time off" refers to regularly scheduled working days and times, and "person days" shall be interpreted as regularly scheduled hours of work only.
4. A probationary employee subpoenaed as a Crown witness on behalf of the Board is deemed to be working.
5. During collective bargaining negotiations between The Board of Education for the City of London and the Canadian Union of Public Employees, Local 1150, it was agreed that the Labour Management Co-operation Committee and any special committee appointed by it for this purpose will review the secretarial complement, the allocation of secretaries and the secretarial workload.
6. During recent collective bargaining negotiations between The Board of Education for the City of London and the Canadian Union of Public Employees, Local 1150, it was agreed that the Employer shall communicate in writing to each employee future directions and requirements as it relates to possible future technological changes. These will include lists of future jobs, future job qualifications, and future changes in qualifications for existing jobs. In addition, the Employer shall endeavour to provide appropriate training courses. The schedule of courses shall be published annually.

The Union shall appoint an individual to act as a liaison with the Human Resources Department as it relates to possible training needs.

LETTERS OF INTENT (continued)

7. During recent collective bargaining negotiations between the Board of Education for the City of London and the **Canadian** Union of Public Employees, Local 1150, it was agreed that volunteers will not be regularly scheduled to perform any job or carry out any work which is normally performed by members of the bargaining unit except in cases mutually agreed upon in writing by the parties to this agreement.
- 8 New School Positions
During collective bargaining negotiations between The Board of Education for the City of London and the **Canadian** Union of Public Employees, Local 1150, it was agreed that all positions in a new school would be posted.
- 9 During collective bargaining negotiations between The Board of Education for the City of London and the Canadian Union of Public Employees, Local 1150, it was agreed that during the term of this agreement all positions in Job Band 1 would be posted in accordance with the posting procedure. In addition, the parties agreed to review the **posting** of these positions during the next round of negotiations.
- 10 During collective bargaining negotiations between The Board of Education for the City of London and the Canadian Union of Public Employees, Local 1150, it was agreed that during the term of this agreement the parties would review the seniority clause with a view to restructuring. If the parties reach an agreement, **the** revised seniority clause will be implemented. If an agreement is not reached, this item will be referred to the next round of negotiations.
- 11 During collective bargaining negotiations between The Board of Education for the City of London and the Canadian Union of Public Employees, Local 1150, it was agreed that during the term of the agreement, the regular hours of work outlined in the Collective Agreement may be reduced by **up** to one (1) hour per day as and where required.
- 12 Procedure for Filling Health Care Assistant Vacancies
During recent collective bargaining negotiations between The Board of Education **for** the City of London and the Canadian Union of **Public** Employees, Local 1150, the following procedure was agreed to for the filling of the new classification of health care assistant:
 - (a) The Employer shall designate those positions which require the assignment of a health care assistant.

LETTERS OF INTENT (continued)

- (b) Existing educational assistants in the designated position shall be given first opportunity to fill such position, subject to the employee satisfactorily completing) **the** prescribed training and period of probation. Should there be more applicants **than** positions, the successful **applicants shall** be **selected** on the basis of bargaining unit seniority.
- (c) Any **position not filled** pursuant to (b) shall be posted immediately pursuant to the job posting procedure and the least senior existing educational assistant in the designated position at the location **shall** be transferred to another location pursuant to the redundancy procedure.
- (d) If there are no educational assistant applicants to the posted job vacancy, the Employer **will** offer such position to the least senior educational assistants in the bargaining unit, who may accept the position subject to **the** conditions in (b) or should they elect not to do so, **be** laid off.
- (e) **If** there are no successful applicants to fill the open position pursuant to this procedure, the Employer may fill the position with a new hire.

TERMS OF REFERENCE

Job Evaluation Procedures

Purpose

The Job Evaluation Committee will review submissions made on behalf of employees regarding job band placement, and make the appropriate recommendations.

Procedures

1. The employee and/or the employee's supervisor may forward an appeal regarding job band placement to the Superintendent of Human Resources and the Union.
2. The appeal should indicate which factors are being appealed and the rationale for such appeal. In addition, a copy of the original Job Description Questionnaire should be attached to the appropriate appeal forms.
3. The Superintendent of Human Resources shall refer such appeals to the Job Evaluation Committee for recommendation within thirty days.
4. During the committee's deliberations the employee and the employee's supervisor may make a presentation to the committee. However, they shall not be present at the time the committee deliberates regarding degree levels.
5. The Job Evaluation Committee shall forward recommendations to the Superintendent of Human Resources within the time limits specified in Item 3 above.
6. The Superintendent of Human Resources shall inform the parties of the decision within ten days of receiving the recommendations from the Job Evaluation committee.
7. Should either party disagree with the decision rendered, Step 3 of the grievance procedure may be followed.

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APPENDIX A: RULES OF ORDER

CONSTITUTION AND BY-LAWS

LOCAL 1150

CANADIAN UNION OF PUBLIC EMPLOYEES

In order to improve the social and economic **welfare** of its members, without regard to sex, colour, race or creed, to promote efficiency in public employment and to manifest its **belief** in the value of the unity of organized **labour**, this local of the Canadian Union of Public Employees (here in after referred to as **CUPE**) has been formed.

The following By-laws are adopted by the **local** pursuant to, and to supplement, Appendix "**B**" of the **CUPE** Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

SECTION 1 - NAME

The name of this Local shall be: Canadian Union of Public Employees, Local No. 1150 (**LONDON BOARD OF EDUCATION EMPLOYEES**).

SECTION 2 - OBJECTIVES

The objectives of the Local are to:

- (a) secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers;
- (b) support **CUPE** in reaching the goals set out in Article 11 of the **CUPE** Constitution;
- (b) provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (d) encourage the settlement by negotiation and mediation of all disputes between the members and their employers.

SECTION 3 - INTERPRETATION AND DEFINITIONS

- (a) Masculine pronouns shall be understood to include ~~feminine~~ gender,
- (b) Numbers of Articles at the end of sections or subsections refer to relevant articles of Appendix "B" of the CUPE Constitution (1983) which should be read in conjunction with these By-Laws.
- (c) National Office refers to CUPE headquarters, Ottawa, and the abbreviation "CUPE" is always used with a national connotation, unless stated otherwise.

SECTION 4 - MEMBERSHIP MEETINGS: REGULAR, SPECIAL, EXECUTIVE

- (a) Regular membership meetings shall be held each month on the second Wednesday at 7:00 p.m. except July and August. If a statutory holiday intervenes the Executive Board shall give a week's notice of any change in the date of the regular meeting.
- (b) If a member is required to attend a union-oriented meeting which conflicts with the regular membership meeting, the member shall be deemed to have been present at the membership meeting at the discretion of the Executive Committee.
- (c) Due notice shall be considered as being given by notice being posted on the Bulletin Boards of each Department in the place of employment of members. Notice to be given within ~~one~~ week prior to each meeting.
- (d) Special membership meetings may be ordered by the Executive Board or requested in writing by not fewer than 15 members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive a least twenty-four (24) hours' notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting) other than that for which the meeting is called and notice given.

- (e) The Executive **Board** shall comprise the following elected officers (President, Vice-President, Recording Secretary, Secretary-Treasurer, Chief Steward) and any four of these **shall** constitute a quorum for the purpose of Executive **Board** meeting. The **Executive Board** shall meet at least once every month at the discretion of the Executive Board.
- (f) A quorum for the transaction of business at any regular **or** special meeting shall be 15 members, including at least three (3) members of the Executive **Board**.
- (g) The order of business at regular membership meeting is as follows:
1. **Roll Call** of Officers.
 2. Voting on **new** members and initiation.
 3. Reading of Minutes of Previous Meeting.
 4. Matters arising out of the Minutes.
 5. Secretary-Treasurer's Report.
 6. Communication and Bills.
 7. Executive Board Report.
 8. Reports of **Committees** and Delegates.
 9. Nominations, Elections, **or** Installations.
 10. Unfinished Business.
 11. New Business.
 12. Good of the Union.
 13. Adjournment.
- (h) Union **Meetings** shall be **limited** to **2 1/2 hours**.

SECTION 5 • VOTING OF FUNDS

- (a) Except for ordinary expenses and bills as approved at membership meetings, no sum over one hundred dollars (\$100.00) shall be voted for the purpose of a grant or contribution to a member or cause outside **CUPE**, except by a notice of motion given in writing and dealt with at the following membership meeting
- (b) Ordinary expenses and **bills authorized** by members of the Executive **Board** not in **excess** of one hundred dollars (\$100.00), may be paid without being voted on by the membership provided the required expense voucher and receipt is submitted to the Treasurer duly signed by the President and one other member of the Executive Board.

SECTION 6 - OFFICERS

- (a) The officers of the Local shall be the President, President, Recording Secretary, ~~Secretary-Treasurer~~, Chief Steward, three (3) Trustees and a Warden. All Officers shall be elected by the membership at a regular meeting of the Local union.
- (b) Elections may be held every year but must be held once every two years.
- (c) Should any officer fail to answer the roll call for three (3) regular and consecutive meeting without having good and sufficient cause, his office shall be declared vacant and the position filled by election at the following meeting.
- (d) In the event of death or resignation of any Executive Officer, the office shall be declared vacant and the position shall be filled by Election at the following meeting.
- (e) No person shall be elected or appointed to a Local 1150 office or as an Executive Board member or as a delegate unless he has been a member of Local 1150 in good standing for at least twelve (12) months.
- (f) The Board shall do the work delegated to it by the Local and deal with all grievances of members as submitted to the Board in the reports of the Labour-Management Committee. The Board shall be held responsible for the proper and effective functioning of the Labour-Management Committee,
- (g) All charges against members or officers must be made in writing and submitted to the Board, whose decision shall be final, unless an appeal be made to the Local as a whole, which appeal must be made within thirty days after a decision has been rendered. Any trials held under the provisions of these By-laws shall be carried out in accordance with the provisions of B.VI of the National Constitution.

- (h) That any individual, who takes on a position within the Local for which there is training available, be required to take such training within the twelve (12) months following their appointment or election to office, effective January 1989 unless the respective training has been received within the last five (5) years.

SECTION 7 - DUTIES OF OFFICERS

- (a) The President shall:
- enforce the CUPE Constitution and these by-laws.
 - preside at all membership meetings and preserve order
 - decide all questions of order and procedure (subject always to appeal to the membership)
 - have a vote on **all** matters (except appeals against **his** rulings) and in case of a tie vote in any matters, including elections, have the right to cast the deciding vote.
 - enforce Board or membership decisions on fines and penalties
 - ensure that all officers perform their assigned duties
 - introduce new members and conduct them through the initiation ceremony
 - be ex-officio on all committees
 - sign all cheques and ensure that the Local's funds are **used** only as authorized or directed by the Constitution, By-laws, or vote of the membership
 - be bonded, through the master bond held by CUPE National, for an amount to be decided at a membership meeting, such amount not to be **less** than five hundred dollars (\$500.00) taking into account the assets of the local and the amount of cash and cheques handled
 - be allowed necessary funds, not to exceed fifteen dollars (\$15.00) monthly, to reimburse **himself, or** any officers for expenses, supported by vouchers, incurred on behalf of the local
 - have first option as a delegate to all conventions or seminars
 - have and maintain a \$100.00 float to be used and verified to the Treasurer

(b) The Vice-President shall:

- if the President is absent or **incapacitated**, perform all duties of the President
- if the office of President falls vacant, **be Acting** President until a new President is elected
- be responsible for Executive Board Meetings and act as Chairperson
- assist the Secretary-Treasurer and the Warden in recording attendance at general meetings
- **in** co-operation with the Recording Secretary be responsible for monthly bulletins, being prepared and distributed to members
- render **assistance** to any member of the Executive Board as directed by the Executive Board
- in the event that the President declines the option to attend conventions, etc., the Vice-President shall have the next priority
- shall be a delegate or **send** his **delegate** to either London and District CUPE Council or London and District Labour Council, and also be responsible **for** our Local's representation at the Board of Education meetings

(c) The Secretary-Treasurer shall:

- act as one of the signing officers of the local and be bonded, through the master bond held by **CUPE** National, for an amount to be decided at a membership meeting, such amount **not** to be less than five hundred dollars (\$500.00) **taking into** account the assets of the local and the amount of cash and cheques handled
- receive **all** revenue, initiation fees, dues and assessments, keep a record of each member's payments, and deposit promptly all money with a bank or credit union, every month
- prepare all **CUPE** per capita tax forms and remit payment, all financial obligations owing to the National Union to be forwarded by the 15th day of each month
- record all transaction in a manner acceptable to the Executive Board and in accordance with good accounting practices

any Secretary-Treasurer who cannot qualify for a bond shall be disqualified from office and that all properties and assets, etc. must be turned over to the successor

- pay no money unless supported by voucher duly signed by the President or two other members of the Executive board, except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated
- make all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the **books** audited semi-annually
- provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE
- provide the Warden with a list of new members each month for initiation purposes

(d) The Recording Secretary shall:

- keep full and accurate account of the proceedings of all membership and Board Meetings
- record all motions, with the mover's and **seconders** names, in the minute **book** of the **Local**. Record all alterations in the By-laws.
- answer correspondence and fulfil other secretarial duties as directed by the President
- file a copy of **all letters sent out** and keep on file all communications
- have **all books** and papers ready on reasonable notice for auditors and Trustees on termination of office, surrender **all books**, seals and other properties of the Local to his successor
- preside over membership and Board meetings in the absence of both the President and Vice-President
- act as one of the signing officers for the Local and be bonded, through the master bond held by CUPE National, for an amount to be decided at a **membership meeting**, such amount not to be less than **\$500.00**, taking into account the assets of the local and the amount of cash and cheques handled

(e)

The Chief Steward shall:

- be responsible to call a meeting of all stewards once a **month** reporting to the President at the Executive Meeting. **He** shall act as spokesman for all grievance between employee and administration
- report to every membership meeting **on** the monthly Labour-Management meetings held with administration and shall submit a **written** copy of that report to the Executive Board.

(f)

The Warden shall:

- guard the inner door at membership meetings and admit **no** one but members in good standing or officers and officials of **CUPE** except on the order of the President and **by** consent of the members present
- not permit any member to retire from a meeting without the permission of the Chairman
- assist the Vice-president and Secretary-Treasurer in maintaining the record of membership attendance at meetings
- examine all present at meetings and report to the Chairman any without membership cards and **allow** none without a membership card to remain
- obtain the names of all those awaiting initiation, reporting these to the Chairman
- perform such other duties as may be assigned by the Executive Board from time to time
- provide the Executive **Board** with a list of eligible members for election purposes prior to nominations for election
- be responsible for the following arrangement for the regular monthly meetings:
 - (a)** arranging for the meeting room
 - (b)** arranging for the refreshments to be served after the meeting and
 - (c)** when dinner meetings are held, be responsible for:
 - i) arranging for the **dinner**
 - ii) arranging for **the** sale of dinner tickets
 - iii) arranging for the meeting room

(g) The Trustees shall:

- act as an auditing committee and audit the books and accounts of the **Secretary-Treasurer**, the Recording-Secretary and the Standing Committees semi-annually
- report their findings to the first membership meeting following the completion of each audit
- be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization
- ensure that proper financial reports have been made to the membership
- audit the record of attendance
- inspect half-yearly any stocks, bonds securities, office furniture and equipment, titles or deeds to property that **may** at any time be owned by the Local and report their findings to the membership
- use audit forms supplies by the National Office and send a copy of each semi annual audit to the National Secretary-Treasurer in accordance with the provisions of the **CUPE Constitution**
- the Senior Trustee shall be responsible for notifying the other two trustees immediately upon receipt of the books from the Secretary-Treasurer that they are available for audit.
(Twice a year)

(h) The Membership Co-ordinator shall:

- ensure all new hires receive an application for membership to **CUPE Local 1150**
- turn over a list of hires on the appropriate form along with the **\$5.00** initiation fee to the Secretary-Treasurer on a monthly basis
- submit a copy of the list of new hires to the Chief Steward on a monthly basis
- retain all records on file for a 7-year period
- once a month check union dues list against the application cards and the Personnel Change **Notice**, and report any discrepancies to the Secretary-Treasurer along with monthly totals by the 10th of each month for payment to **CUPE National**
- upon reaching permanent status, forward union card and welcoming information letter to new members

(i) The Signing Officers:

- all cheques or drafts drawn on the **treasury** of the **Local** shall be **mandatorily signed** by the President or Treasurer and one other **member** of the Executive Committee
- the signing officers shall all be bonded through the master bond **held** by **CUPE** National, for an **amount** to be **decided** at a membership meeting, such amount not to be **less** than five hundred dollars (**\$500.00**) taking into account the assets of the local and the amount of cash and cheques **handled**

(j) Education Committee:

It **shall** be the duty of this Committee to:

- submit recommendations for representation of the **Local** at any appropriate education, seminar, workshop **or** conference
- instruct delegates in the preparation of written reports to the membership on seminars, workshops **or** conferences, **and** maintain a reference file of those reports
- keep **an** accurate and up-to-date account of the number of person days used and available
- the Committee should be comprised of five **(5)** members and shall elect its Chairperson from amongst its members
- the Chairperson, upon receiving educational **c o r r e s p o n d e n c e** **f r o m** **t h e** Recording/Corresponding Secretary, shall call a meeting of the Committee **one (1) week** prior to **the** regular membership meeting
- abide by the Constitution and Bylaws of **C.U.P.E.**

SECTION 8 - HONORARIA

The following honoraria shall be provided and shall be paid **bi-annually** (pro-rated as applicable) on the 1st of December and the 1st of June each year: President - \$4.00 per member annually; Vice-president - \$3.50 per member annually; Recording Secretary - \$3.50 per member annually; Secretary-Treasurer - \$3.50 per member annually; Chief Steward - \$3.50 per member annually; (to be based on the number of members at the time of payment). Stewards - \$250.00 annually; Warden - \$175.00 annually; Negotiating Committee - \$100.00 annually; Chairperson Negotiating Committee - \$150.00 annually; Alternate on Negotiating Committee - \$100.00 annually. Job Evaluation Committee - \$100.00 annually; Chairperson Job Evaluation Committee - \$150.00 annually. Membership Co-ordinator - \$200.00 annually. Trustees - \$40.00 per audit (twice yearly).

The Pay Equity Committee shall be paid an annual honoraria of \$100.00 and \$150.00 to the Chairperson.

SECTION 9 - FEES, DUES, ASSESSMENTS

- (a) Initiation Fee:
Each application for membership in the Local shall be directed to the Membership Co-ordinator and shall be forwarded to the Secretary-Treasurer accompanied by an initiation fee of \$5.00 which shall be in addition to monthly dues. The Membership Co-ordinator shall issue a receipt. if the application is rejected, the fee shall be returned. (Article IV, 4:1; Article IX).
- (b) The monthly dues for all full-time members shall be one and three-quarters (1-3/4) hours wages per month and the monthly dues for all **part-time** members shall be one (1) hours wage per month, casual employees to pay one (1) hours wage per month.
- (c) Readmittance Fee:
The readmittance fee shall be \$10.00 (Article IV, 4.1; Article X).

- (d) Changes in the level of the initiation or readmittance fee or the monthly dues, or the levying of any special assessment, can be effected only by following the assessment, can be effected only by following the procedure for amendment of these By-laws (see Section 18 with the additional provision that the vote must be by secret ballot, (Article IV, 4.1, 4.1).
- (e) Notwithstanding the above provisions, if the CUPE convention raises minimum fees and/or dues above the level herein established, these By-laws will be deemed to have been automatically amended to conform to the new CUPE minima.

SECTION 10 - NON-PAYMENT OF DUES AND ASSESSMENTS

Any member in arrears for a period of three months or more shall be automatically suspended and his suspension shall be reported to the Executive Board by the Secretary-Treasurer. The Executive Board shall report to the next membership meeting with a recommendation. Any member under suspension wishing to be reinstated shall, upon application, pay the readmittance fee, plus any dues and assessments in arrears. This money will be returned if the application is rejected. If a member has been unemployed or unable to work because of sickness, he shall pay the readmittance fee but may not be required to pay his arrears. (Article IV, 4.3; Article X)

SECTION 11 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

- (a) Nominations:
Nominations shall be received at the regular membership meeting held in the month of May for elections to be held in the month of June. To be eligible for nomination a member shall have attended at least fifty percent of the membership meeting held in the current union year, July 01 to June 30, including any special membership meetings. No nomination shall be accepted unless a member is in attendance at the meeting or has allowed to be filed at the meeting, his consent in writing, duly witnessed by another member. No member may be elected to more than one office, providing that the directors or committee members may hold elected office.

(b)

Elections:

- (1) At a membership meeting at least one month prior to election day, the President may, subject to the approval of the members present, appoint an Elections Committee consisting of a Returning Officer and **assistant(s)**. The Committee shall include members of the Local who are neither officers nor candidates for office. It shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.
- (2) The Executive **Board shall** determine the form of **the ballot** and ensure that sufficient quantities are made available in good time to the Returning Officer.
- (3) The Returning Officer **shall** be responsible for issuing, collecting, and counting ballots. He must be scrupulously fair and impartial and see that **all** arrangements **are** unquestionably democratic.
- (4) **The voting shall take place at the regular membership meeting in DECEMBER.** The vote shall **be** by secret ballot.
- (5) The voting to fill one office shall be conducted and **completed, and recounts** dealt with, **before** balloting may begin to fill another office.
- (6) A majority of votes cast shall be required before any candidate can be declared elected and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots **the** candidate receiving the lowest number of votes in the previous ballot shall be dropped. In case of a final tie vote, the presiding officer **may** cast the deciding vote.

(7) Any member may request a recount of the votes for any election **and** a recount **shall be** conducted if the request is supported, ~~by~~ a vote, by at least the number of members ~~equal~~ to the quorum for a membership meeting as laid down in Section **4(c)**.

(c) Installation:

All duly elected officers shall be installed at the meeting at which elections **are** held and **shall** continue in office for one **(1)** year or until a successor has been elected and installed, except for Trustees.

The terms of office of Trustees **shall** be laid down in Article III, 3.11 of Appendix "B" of the CUPE Constitution.

(d) By-elections:

Should an office fall vacant pursuant to Section **6(c)** of these **By-laws** or **for** any other reason the resulting **by-election** **should** be conducted **as** closely as possible in conformity with this section.

SECTION 12 - DELEGATES TO CONVENTIONS

(a) The President shall have the first option as a delegate to all conventions or seminars. In the event that the President declines the option to attend a convention or seminar, the Vice President shall have the next option.

(b) Delegates to the Bicentennial CUPE National Convention shall be appointed by the Executive Board with first priority being given to elect officers of the local, subject to final approval by the membership.

(c) **Delegates** to all other conventions shall be selected by interest members submitting the names in writing to the Executive Board. In the event that more names are submitted than the allowed number of delegates, selection shall be made at a membership meeting.

(d) Representation at educational institutes and seminars shall be on **the** recommendation of the Executive Board, subject to final approval by the membership.

- (e) To be sent as a delegate, a member shall have attended at least fifty percent (50%) of the membership meetings held in the previous 12 months.
- (f) All delegates to conventions and/or seminars held outside the City of London shall have their accommodations/air fare/train fare paid by the Local, The most economical and practical form of transportation/accommodation is to be used. Mileage expenses shall be paid to the driver at the current Board rate to a maximum of \$175.00.
- (g) All delegates to conventions and/or seminars held outside the City of London shall be paid a per diem allowance of \$65.00 per day and an amount equal to any loss of salary necessitated by attendance at the convention.
- (h) Delegates to conventions and/or seminars held locally shall be paid a per diem rate of one-half of the per diem rate allowed for out of town functions, and an amount equal to any loss of salary necessitated by attendance at the convention and/or seminar.
- (i) All delegates to conventions and/or seminars where all food and lodgings are included with the registration fee, shall be paid a nominal amount of \$20.00 per day as a per diem to cover incidental expenses, in addition to out of town transportation costs.

SECTION 13 - COMMITTEES

- (a) Committee:
 This shall be a special ad hoc committee established at least four (4) weeks prior to the signing of the Local's collective agreement and automatically terminate when a new collective agreement has been signed. The purpose of the Committee is to represent the interests of the Local and to assist in the negotiation of a collective agreement.

The Committee shall consist of five members plus **one alternate** as follows, the president plus one other member of the executive, three members at **large** one **other member** at **large** to act as alternate. **The** various occupational classifications shall, wherever possible, be equitably represented.

The CUPE representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

- (b) **Special Committees** (i.e. Pay Equity Committee):
A special ad hoc committee **may** be established for a specified purpose and period by the membership at a meeting. The members shall be elected at the same **or another** membership meeting **or** may, by specific authorization of the membership, be appointed by the President or the Executive Board. Two members of the Board may sit on any special committee as ex-officio members.
- (c) **Standing Committees** (i.e. Job **Evaluation** committee):
The Chairman of each standing committee shall be elected by the members at a membership meeting. The Chairman and the Executive Board may, with the concurrence of the membership, jointly appoint other members to serve on a committee.
- (d) **Grievance and **ir-Management** Committee**
This committee shall **resolves** all **grievances** **to settle** at the **initial** stage **of its jurisdiction** **and** **be** **first** **to** **the** **Executive** **Board,** **with** **a** **copy** **to** **the** **Chairman** **and** **then** **to** **a** **membership** **meeting.** **Grievances** **must** **be** **in** **writing** **on** **the** **form** **provided** **by** **the** **Local** **and** **be** **signed** **by** **the** **grievor** **or** **complainant** **as** **proof** **for** **initial** **collective** **grievance** **Committee** **and** **Labour** **Management** **Committee** **as** **one** **committee** **with** **the** **Chairman** **and** **four** **4) other** **members** **to** **be** **selected** **from** **the** **membership.** **The** **Committee** **shall** **appoint** **its** **secretary** **from** **among** **its** **members.**

(e) Sick and Bereavement Committee:

This Committee shall comprise of not less than two (2) members. This Committee shall report to every General Membership Meeting. The Committee shall be reimbursed for incidental expenses incurred during the performance of its duties.

Bereavement: Flowers shall be **sent** or a donation shall be made to a Charitable Organization to a maximum of **\$40.00** for:

- (a) Death of a Member or retired member of the Local.
- (b) Death in the Family of a Member:
Spouse, child, Mother, Father, brother, or sister

In the event of the Death of a member a Holy Bible will be purchased in memory of the deceased member and presented to the member's spouse or family as a remembrance or keepsake.

Illness: A Get Well card shall be sent for up to one weeks illness. An appropriate gift shall be send for illness of **over one week**, either at home or in hospital. For the birth of a child, a baby cup and spoon shall be sent.

In the event of **special/unusual** circumstances, exceptions **may** be made by the Committee with the **approval** of the Executive Board.

(f) Social Committee:

This Committee shall comprise not less than three (3) members who shall arrange and conduct all social and recreational functions of **the** Local as may from time to time be decided upon by the membership.

The committee shall appoint its own Chairman and Secretary, and shall be reimbursed for incidental expenses incurred in the performance of its duties.

At least two social events shall be held each year with **particulars** to be approved of by the membership.

The Committee shall submit a plan for each social event, outlining anticipated expenses, **etc**, first to the Executive Board and then to the membership approval. The Executive Board shall be responsible for the proper maintenance and functioning of this Committee.

The Committee shall keep full and accurate account of all proceedings. An **up-to-date** list of **all** retirees will be kept. Record all financial transactions and on termination of office surrender all records to the incoming Committee. After each social function a written statement shall be presented at the following month's membership meeting. After each social function all **monies** will be returned over to the Secretary-Treasurer.

SECTION 14 - ANNUAL AWARDS

An award in the amount of **\$50.00** will be given to one student in each secondary school *and* to a day school student at the Adult Learning Centre at the time of the individual school's awards day. This award is to be presented in the name of The Canadian Union of Public Employees, Local 1150, Secretarial, Clerical, Library Assistants and Teacher Assistants of the London Board of Education.

Criteria: This award shall be presented to the student in grade 9, 10 or 11 who shows the most improvement in their chosen subjects.

SECTION 15 - RETIREES

Each member of **CUPE Local 1150** on retirement to pension, will receive a silver spoon (engraved with the **CUPE 1150** logo) and a cheque in the amount of \$100.00. The presentation to be made at the June social function or the member's retirement tea, whichever is deemed more suitable. A life-time membership to **OMRO** will be paid on the retiring members behalf if they desire.

SECTION 16 - STRIKE APPEALS AND DONATIONS

A donation in the amount of \$100.00 will be sent by the Secretary-Treasurer to all CUPE strike appeals in the London and District.

A donation in the amount of \$50.00 will be sent by the Treasurer for all CUPE strike appeals in Ontario and across Canada when it is supported by the Ontario Division CUPE.

A donation of \$200.00 will be sent to the Welfare Fund of the Counselling and Attendance Services of the London Board of Education January of each year.

All other strike appeals for donations will be referred to the Ad Hoc Committee for Strike Appeals and Donations.

SECTION 17 - RULES OF ORDER

All meetings of the Local shall be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these By-laws as Appendix "A". These rules shall be considered as an integral part of the By-laws and may be amended only by the same procedure used to amend the By-laws.

In situations not covered by Appendix "A", the CUPE Constitution may provide guidance, but if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

SECTION 18 - AMENDMENTS

- (a) These By-laws are always subordinate to the CUPE Constitution (including Appendix "B") as it now exists or may be amended from time to time, and in the event of any conflict between these By-laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President. (Article VI, 6.1; also CUPE Constitutional Article IX, 9.2(c) and Article XII).

- (b) These By-laws shall not be amended, added to or suspended except upon a majority vote* of those present and voting at a regular or special membership meeting following written notice given at a previous regular membership meeting. (Article VI, 6.1)**
- (c) No change in these By-laws shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President, (Article VI, 6.1; also CUPE Constitution Article XII).**

APPENDIX "A" TO THE BY-LAWS OF LOCAL 1150 CUPE

RULES OF ORDER

1. No member, except the Chairman of a **committee** making a report **or** the **mover** of a resolution, shall speak more than five minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairmen and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.
2. The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: "Is the Local ready for the **question?**" Should **no** member rise to speak, the question shall then be put.
3. A **motion** to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise.
4. A motion to amend, or to amend **an** amendment, shall be **in** order, but no motion to amend and amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
5. On motion, the regular order of business may be suspended, **by** a two-thirds vote of those present, to deal with any urgent business.
6. All resolution and motions other than those named in Rule 16, or those to accept or adopt the report of a committee, shall, if requested **by** the presiding officer, be presented in writing before being put to the Local.

7. At the request of any member, and upon a **major** vote of those present a question may be divided the **sense will admit of it**.
8. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
9. When a member wishes to speak on a question or to make a motion, he shall rise in his place and respectfully address the presiding officer, **but**, except to state that he rises to a point of order or **on** a question of privilege, **he** shall not proceed further until recognized by the chair,
10. When two or more members **rise** to speak at the same time, the presiding **officer** shall decide which **one** is entitled to the floor.
11. Every member, while speaking, shall adhere to the question under debate **and avoid** all personal, indecorous, **or** offensive language, as well **as any poor** reflection on the Local **or** member thereof.
12. If a member, while **speaking**, is called to order, **he shall** cease **speaking** until the point is determined; if it is decided he is in **order**, he may again proceed.
13. No religious discussion shall be permitted.
14. The President shall take no part in debate while presiding, but may **yield** the chair to the Vice-president in order to speak **on** any question before the Local, or to introduce a new question,
15. **The presiding** officer shall have the same rights as other members to vote **on any** question. In case of a tie, he may in addition give a casting vote, or **if** he chooses, **refrain** from breaking **the** tie, **in** which case the motion is lost.

16. When a motion is before the Local, no other motion shall be in order except (1) to adjourn, (2) to put the previous question, (3) to lay on the table, (4) to postpone for a definite time, (5) to refer, (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.
17. A motion for the previous question, when regularly move and seconded, shall be put in this form: "Shall the main question be **now** put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority, If the Amendment or an amendment to an amendment is adopted, the original resolution as amended shall be put to the Local.
18. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
19. A motion to adjourn, having been put and **lost**, shall not be in order again, if there is further business before the **Local**, until fifteen minutes have elapsed.
20. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary **shall** count same.
21. If any member wishes to challenge (appeal) a decision of the chair he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his challenge. The chairman may then state briefly the basis for his decision, following which the chairman shall immediately without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.

- 22.** After a question has been decided any two members who have voted in the majority may, at the same next meeting, move reconsideration thereof.
- 23.** No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote: and no member shall be allowed to leave without the permission of the Vice-president.
- 24.** The Local's business, and proceedings of meetings, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

London Board of Education, London and Canadian Union of Public Employees, Local 1150 (employees): A 36-month renewal agreement effective from October 1, 1990, to September 30, 1993, and wages retroactive to October 1, 1990, settled in May at the bargaining stage. Duration of negotiations - 1 month.

Wages:	Effective	Jan. 1/92	Oct. 1/92
	COLA fold-in	1¢	
	General Increases	0.5%	4.7% - 5.3%

Hourly Rates

Job Band I (includes Library Clerk) (0-2 years)	\$11.28-\$13.64 (\$11.22-\$13.58)	\$11.87-\$14.36
Job Band IV (includes Printing Services Control Operator) (0-2 years)	\$14.30-\$17.30 (\$14.22-\$17.20)	\$15.06-\$18.22
Job Band VII (includes Administrative Secretary) (0-2 years)	\$18.33-\$22.55 (\$18.23-\$22.43)	\$19.20-\$23.62

Cost-of-Living Allowance: Equal to the percentage increase in the Ontario **CPI (1986=100)**, based on the period April 1992 to April 1993, triggered at 4.75 per cent and capped at 6.5 per cent, folded into the wage rates on September 30, 1993.

Hours of Work: 35 per week (unchanged).

Paid Holidays: 10 plus 1 floating day (unchanged).

Paid Vacation: Effective July 1, 1992, 4 weeks after 9 (10) years, 5 after 17 (18), and 6 after 26 (27). Also, 3 weeks after 1 year (unchanged).

EDS REPORT
ONLY

Conseil scolaire de London, London, et section locale 1150, Syndicat canadien de la Fonction publique (CTC) (628 commis et employés de bureau) :
 convention renouvelée de trente-six mois, en vigueur du 1^{er} octobre 1990 au 30 septembre 1993, avec augmentation de salaires rétroactive au 1^{er} octobre 1990, conclue en mai 1992 au stade de la négociation. Les négociations ont duré un mois.

Salaires :	En vigueur le	1^{er} janvier 1992	1^{er} octobre 1992
	IVC incorporée	1 ¢	
	Rajustements généraux	0,5 %	4,7 %-5,3 %

Taux horaires

Classe d'emploi I (comprend les commis de bibliothèque) (de zéro à deux ans)	11,28 \$-13,64 \$ (11,22 \$-13,58 \$)	11,87 \$-14,36 \$
Classe d'emploi IV (comprend les opérateurs du service de reprographie) (de zéro à deux ans)	14,30 \$-17,30 \$ (14,22 \$-17,20 \$)	15,06 \$-18,22 \$
Classe d'emploi VII (comprend les secrétaires des services administratifs) (de zéro à deux ans)	18,33 \$-22,55 \$ (18,23 \$-22,43 \$)	19,20 \$-23,62 \$

Indemnité de vie chère : Équivaut à l'augmentation procentuelle de l'IPC de l'Ontario (1986=100) pour la période d'avril 1992 à avril 1993, à partir d'un seuil de 4,75 %. L'IVC est plafonnée à 6,5 % et sera incorporée aux **taux** de salaire à compter du 30 septembre 1993.

Durée du travail : Trente-cinq heures par semaine (aucune modification).

Jours fériés payés : Dix jours plus un jour mobile (aucune modification).

Congé annuel payé : À compter du **1^{er} juillet 1992**, quatre semaines après neuf (**dix**) ans, cinq après **dix-sept (dix-huit) ans** et six après **vingt-six (vingt-sept) ans**. De plus, trois semaines après un an (aucune modification).

WAGE CARD FOR AGREEMENT NO. 0465605

PROV X	AGREEM. EFFEC. DATE: 901001	SETTLEMENT DATE: 920512
PSSRA	AGREEM. EXP. DATE: 930930	WAGE EFFECTIVE DATE: 901001
	NO. OF EMPLOYEES: 628	WAGE REOPENER DATE:
		STAGE OF SETTLEMENT: B
		DUR. OF NEGOTIATION: 01

SIC: 802
 COMPANY: London City Brd. Education (Office & Clerical)
 UNION: Canadian Union of Public Employees

LOCATION: London, Ont.

COLA: NONE DELETED EXISTS X INACTIVE
 COMMENTS:

OCCUP.: JOB BAND 1 - LIBRARY CLERK
 HOURS WORKED: 35.00
 PREV. NEG. BASE RATE: 11.220 + COLA FOLD-IN AMT: (0.010) = 11.230

DATE	RATE	%	DATE	RATE	%	DATE	RATE	%
920101	11.280	0.45	921001	11.870 ✓	5.23		0.000	0.00

WAGE INCREASES:
 > 920101 - 0.5% 921001 - 5.2%
 > (PREVIOUS RATE ALSO INCLUDES PAY EQUITY)
 LUMP SUM PAMNTS: >
 CHNGS. IN INCR.: >
 SPEC. ADJ.: >
 OTHER:
 >
 >

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)
 DATE AMOUNT ; DATE AMOUNT ; DATE AMOUNT ; DATE AMOUNT ; DATE AMOUNT

*** CURRENT COLA INFORMATION ***

CPI TYPE: > UNT86 < # OF CALC.: 12 COMP. FB.: 01
 COLA TYPE:
 > %/%
 >
 TRIGGER: > 4.75%
 CAP: > 6.5%
 COMP. FER.:
 > APRIL92/APRIL93
 >
 FOLD-IN DTS: > FOLDED INTO WAGES SEPT. 30/93.
 OTHER:
 >

THE BOARD OF EDUCATION FOR THE CITY OF LONDON

1250 Dundas Street, Box 5888

London, Ontario, N6A 5L1

Phone: (519) 452-2017

FAX: (519) 455-6526

FAX FORWARDING FORM

TO: BRUCE A. [REDACTED] - LABOUR CANADA.

DATE: 92 NOV 25

TIME: 11:45 A.M.

FROM: Harvey D. Fife

No of sheets being transmitted (including this form): 2

MESSAGE:

CUPE 1150 BAND 1 INFO

89-DEC - 92 OCT.

90/91/92 CUPE 1150 Contract Settlement - Rate Generation

Band 1 BR: 8.87

Date	Pay Equity Paid			Contract Settlement			Male Comp
	0	1	2	0	1	2	
88 Dec	8.87	9.76	10.78	8.87	9.76	10.78	12.26
90 Jan	9.85	10.57	11.81				12.26
90 Oct	9.88	10.58	11.82	10.16	11.13	12.27	12.87
91 Jan	9.90	10.87	12.04	10.41	11.43	12.25	12.87
91 Oct	9.90	10.87	12.04	11.00	12.08	13.27	13.58
92 Jan	10.14	11.16	12.27	11.23	12.36	13.09	13.58
92 Jan RRSP				11.28	12.41	13.26	13.64
92 Oct RRSP				11.87	13.06	13.81	14.36

COLA