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COLLECTIVE AGREEMENT
 between
**THE LINCOLN COUNTY
 BOARD OF EDUCATION**
 and
**CANADIAN UNION OF
 PUBLIC EMPLOYEES, C.L.C.**
 and its Local 1442
 (Office & Technical Employees)



Effective January 1, 1987 : Expires December 31, 1988

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COLLECTIVE AGREEMENT
BETWEEN
THE LINCOLN COUNTY BOARD OF EDUCATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, C.L.C.
AND ITS LOCAL 1442

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COLLECTIVE AGREEMENT
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AND
CANADIAN UNION OF PUBLIC EMPLOYEES, C.L.C.
AND ITS LOCAL 1442

1. PURPOSE

- 1.01 The purpose of this agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with procedures for dealing with grievances and complaints.

2. RECOGNITION

- 2.01 The Board recognizes the Union as the sole and exclusive bargaining agent of all office, clerical and technical employees of The Lincoln County Board of Education employed in the schools and in the administration offices and annexes in the Regional Municipality of Niagara save and except the following:

- Department heads and persons above the rank of department heads
- Foremen and persons above the rank of foreman
- Purchasing Agent
- Manager of Accounting Services
- Manager of Administrative Services
- Budget Control Officer
- Supervisor of Special Works
- All Personnel Department employees
- Private Secretaries or Stenographers to each of the following:
 - Director of Education
 - Superintendent of Operations
 - Superintendent of Programme and Development
 - Comptroller
 - Architect and Properties Manager
- Students employed during the school vacation periods
- Persons covered by the subsisting collective agreement between the Canadian Union Of Public Employees, Local 152 and The Lincoln County Board of Education unless transferred to positions covered by this agreement.

- 2.02 The word employee in this agreement shall mean the employees for whom the Union is the Bargaining Agent as set out in Section 2.01

3. UNION SECURITY

- 3.01 All future employees of the Board shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment with the Board.
- 3.02 The Board agrees to deduct such regular monthly dues as are levied upon all members of the Union in accordance with its constitution and by-laws

from the first pay in each month of all present employees and all new employees after receiving at least one (1) bi-weekly pay.

- 3.03 The amount of such regular monthly Union dues shall be certified to the Board by the Secretary-Treasurer of the Union. Such regular monthly Union dues will be deducted from the pay of employees who have received pay for ten (10) working days or shifts or more in any one (1) calendar month.
- 3.04 (a) The total amount of the monthly deductions will be remitted by the Board to the Secretary-Treasurer of the Union by the end of the month in which the deductions were made.
- (b) With each transmission of dues, the Board will deliver a list of the employees from whom deductions were made and the amount of the deductions.
- 3.05 The Board will use its best endeavours to comply with the provisions of this Article but it is relieved by the Union of any and all responsibility and/or liability of deducting or failure to deduct Union dues.

4. MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive right of the Board to:
- (a) Maintain order, discipline and efficiency:
- (b) Hire, discharge, lay-off, classify, assign, direct, transfer, promote, demote, and suspend or otherwise discipline employees.
- (c) Generally to manage the enterprises in which the Board is engaged, and without restricting the generality of the foregoing, to determine the work to be done, the methods and procedures to be used, the kinds, location and use of equipment and maintenance of same, the processes, materials and parts to be incorporated in the work, and to determine and exercise all other functions and prerogatives which shall remain solely with the Board except as specifically limited by the express provisions of this agreement.
- 4.02 The Board also has the right to make and alter from time to time the rules, regulations and policies to be observed by the employees provided that no change shall be made by the Board in such rules, regulations and policies without prior notice to and discussion with the union committee.
- At the request of either party a meeting of the parties will be convened in accordance with the provisions of Article 6.04 for the purpose of such notice and discussion.
- 4.03 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Board has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.
- 4.04 On the Monday prior to every Board meeting, the Board agrees to provide the President and Secretary of the Union with a copy of the agenda together with copies of the Board proceedings from the preceding meeting.

5. DISCRIMINATION

- 5.01 There shall be no discrimination, restraint or coercion against any employee because of membership in the Union, union activity as provided in this Agreement, age, race, colour, religious affiliation, sex, marital status, place of residence, or national origin.

6. UNION COMMITTEES AND STEWARDS

- 6.01 The Board will recognize six (6) Stewards as follows:

Area 1

Elementary

Caistor Central (16)	Lakeview (76)
Campden (26)	Maple Grove (90)
Central (24)	Nelles (104)
College Street (28)	Park (108)
Gainsboro Central (46)	Senator Gibson (130)
Grand Avenue (54)	Smith (132)
Jacob Beam (62)	Vineland (140)

Secondary

Beamsville (200)	South Lincoln (236)
Grimsby (214)	

Area 2

Elementary

Applewood (117)	Jordan (64)
Briardale (10)	Maple Crest (86)
Burleigh Hill (14)	Oakridge (106)
Consolidated (34)	Power Glen (116)
Edith Cavell (40)	Westdale (144)
Ferndale (44)	Woodland (146)
Glenridge (50)	

Secondary

Kernahan Park (218)	West Park (280)
Merritton (224)	Lady Spencer Churchill (320)
Sir Winston Churchill (234)	Lingarden (300)

Area 3

Elementary

Alexandra (02)	Orchard Park (107)
Dalewood (36)	Parnall (112)
Gracefield (52)	Pine Grove (146)
Lakebreeze (70)	Prince Phillip (118)
Maywood (94)	Queen Mary (122)
Meadowvale (98)	Sheridan Park (131)
Memorial (100)	Victoria (138)

Secondary

Governor Simcoe (210)	St. Catharines Collegiate (238)
Lakeport (220)	

Area 4Elementary

Col. John Butler (30)

Carleton (22)

Connaught (32)

Laura Secord (78)

Lincoln Centennial (80)

Lockview (82)

Maplewood (92)

E.I. McCulley (97)

Parliament Oak (110)

Port Weller (114)

Prince of Wales (120)

Scottlea (128)

St. Davids (134)

Virgil (142)

Secondary

Grantham (212)

Laura Secord (222)

Niagara District (226)

Area 5

Education Centre

Central Stores

Area 6

Chief Steward

- 6.02 A Union Committee of five (5) employees, one of whom shall be the President of the Union or his representative, a second shall be the Chief Steward. If a grievance is to be considered, another shall be the Steward concerned with the grievance. The Union Committee may meet with the Board from time to time for the purpose of reviewing the administration and application of the agreement.
- 6.03 The Stewards and members of the Union Committee shall have been placed on the seniority list. The Union shall notify the Board in writing of the names of its Officers, Chief Steward, Stewards and the Union Committee. The Board shall also notify the Union in writing of the names of Officials who will represent the Board in matters relating to this agreement.
- 6.04 Meetings between the Board and the Union Committee shall be held at times mutually agreeable to both parties. A statement outlining the matters for discussion will be submitted by each party not less than two (2) working days prior to the time of the scheduled meetings, except in the case of an emergency. The resume of such meetings shall be forwarded to the Union within fourteen (14) working days. The Union agrees to reply in writing within seven (7) working days, noting its agreement or pointing out any inaccuracies in the resume.
- 6.05 The President of the Union, Chief Steward and Stewards have regular duties to perform on behalf of the Board. They will not absent themselves from their regular duties unreasonably in order to deal with grievances or other Union business. They will not leave their regular duties without receiving permission from the Principal or immediate Supervisor which will not be withheld without reasonable cause.
- 6.06 In accordance with this understanding, the Board will compensate the Union President, Chief Steward and Stewards for their regularly scheduled work time spent in servicing grievances and attending meetings between the parties up to and including Step 3 of the Grievance Procedure and in reviewing the administration and application of the Agreement.

- 6.07 The Board will compensate those members of the Union Committee who take part in the negotiation process leading to the renewal of this Agreement when it expires for their regularly scheduled hours spent in negotiations up to the time an application is made for conciliation and provided the Board is notified of the names of those members before negotiations begin.

7. GRIEVANCE PROCEDURE

- 7.01 It is the mutual desire of the parties that complaints of the employees be adjusted as promptly as possible.

Before it can be considered a grievance, any complaint must first be discussed by the employee with the appropriate Principal or Supervisor concerned. Such discussion may take place either in person or by telephone and must take place within eight (8) days of the event(s) upon which the complaint is based.

Where the complaint is based on events which are outside the jurisdiction of the Principal of the school or the immediate Supervisor where the employee works, discussion shall take place with the appropriate Principal or Supervisor within ten (10) days of the event upon which the complaint is based.

Where such discussion is in person, the employee may, if he wishes, be accompanied by his Steward.

The Principal or Supervisor concerned shall reply to the employee within three (3) days of such discussion taking place.

7.02 Step 1

If the complaint is not resolved as a result of the discussion in Article 7.01 the employee shall then submit his grievance in writing to the Principal or Supervisor concerned as determined in 7.01 within five (5) days of the discussion referred to in Article 7.01. The grievance shall specify in detail the facts of the matter and the article which is alleged to be violated.

The Principal or Supervisor shall, if requested by the employee, arrange for the presence of his Steward. The Principal or Supervisor concerned will give his decision in writing to the employee within three (3) working days.

7.03 Step 2

If not then settled in Step 1 the employee may within three (3) working days submit his grievance in writing to the Area Superintendent concerned OR his representative or the Superintendent of Business or his representative. The employee accompanied, if he so wishes, by the Chief Steward and/or the appropriate Steward shall be given an opportunity to discuss the grievance with the Area Superintendent concerned or his representative or the Superintendent of Business or his representative within five (5) working days of submission of the grievance. The Area Superintendent concerned or his representative or the Superintendent of Business or his representative shall give his decision in writing within four (4) working days of the discussion. The grievance shall specify the facts and the

Section or Sections claimed to be violated or relied upon and the decision shall specify the facts and reasons upon which the decision is based.

7.04 Step 3

If not then settled the grievance may, within three (3) working days, be submitted in writing by the Union Committee to the Superintendent of Business.

Within ten (10) working days of the submission, the Superintendent of Business will convene a meeting between the Union Committee and a committee duly appointed by the Board for purpose of dealing with the grievance.

Not less than two (2) days prior to the meeting the Union shall notify the Board in writing of the names of the members of the Union Committee and the Board shall also advise the Union in writing of the names of the officials and/or Board representatives of the Board Committee.

At Step 3 there may be present a representative of the Union.

The decision of the Board Committee or the Union Committee in the case of a Board grievance shall be given in writing within seven (7) working days after the meeting at which it was discussed and shall specify the facts and reasons upon which the decision is based.

7.05 Step 4

- (a) If the grievance is still not settled, the Union will notify the Board within a month of the reply in Step 3, of their desire to proceed to Arbitration.
- (b) Within five (5) working days after the notification from the Union, each party will appoint a nominee to an Arbitration Board and will promptly advise the other party of the name of their nominee.
- (c) The two nominees will then attempt to agree upon a Chairman, and if they cannot agree within a further fifteen (15) working days, then such a Chairman shall be appointed by the Minister of Labour at the request of either party.
- (d) Each of the parties shall bear the expense of the nominee appointed by it and the parties shall jointly bear the expense of the Chairman.
- (e) The arbitrators shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decisions inconsistent with the provisions thereof.
- (f) The proceedings of the Arbitration Board will be expedited by the parties and the decision of the majority of the Board will then be final and binding on the parties. In case there is no majority of the Board, then the decision of the Chairman shall be similarly final and binding.
- (g) No grievance shall be submitted for Arbitration which does not

involve a question concerning the interpretation, application administration or alleged violation of this agreement. The party receiving notice of Arbitration may, within fifteen (15) working days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration, or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgment on the question of arbitrability and proceed with the matter on the merits. The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Board, or the Union Committee in the case of a Board grievance, shall stand.

- (h) The Union and the Board may agree that such grievance can be heard by a single arbitrator.

Where the single arbitrator is used the above sections d) e) f) and g) shall apply.

- 7.06 At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.
- 7.07 Within ten (10) days of the events upon which the grievance is based the Board or the Union may submit a grievance in writing to the other. Such a grievance shall set down the facts and the Section or Sections claimed to be violated or relied upon. The matter shall be dealt with in accordance with Step 3 and the balance of the Grievance Procedure. No grievance shall be submitted by the Union or Board under Article 7.07 unless it refers to the general interpretation, application and administration of this collective agreement.
- 7.08 If a grievance is not submitted within the time limit provided without reasonable grounds for the delay, it shall be deemed to be abandoned.
- 7.09 In this Article. days shall exclude Saturdays, Sundays and paid holidays.
8. DISCHARGE AND DISCIPLINE CASES
- 8.01 The Board agrees to notify the Union in accordance with Article 34 and the employee, in all cases of discipline or discharge as soon as possible giving the name of the employee concerned and the reason for the discipline or discharge. Such notification will be in writing.
- 8.02 A discipline shall be a warning in writing that the conduct, work habits or other circumstances surrounding the employee are of a continuing or repetitively unsatisfactory nature. Such written warning shall follow a verbal warning only where in the judgement of the Board there has not been sufficient improvement over the period of a month to be specified in the verbal warning.

8.03 A claim by an employee that he has been unjustly disciplined or discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Superintendent of Business or his representative within three (3) working days after the discipline or discharge, or within three (3) working days after the Union has been notified, whichever is the later.

8.04 In this Article, days shall exclude Saturdays, Sundays and paid holidays.

9. NO STRIKES OR LOCKOUTS

9.01 During the life of this Agreement, the Union agrees that there will be no strike and the Board agrees that there will be no lockout. The definition of the words 'strike' and 'lockout' shall be those set forth in the Labour Relations Act, Ontario, as amended from time to time.

10. SENIORITY

10.01 A new employee shall be considered a probationary employee during the first five (5) months of continuous employment and will not accumulate seniority during that period.

On satisfactory completion of the probationary period the employee will be placed on the seniority list with seniority retroactive to his date of hiring.

A probationary employee may not grieve regarding discharge but the Board will notify the Union of the discharge, and such discharge shall be discussed at the request of the Union at a meeting between the parties as provided for in Section 6.

An employee who has been continuously employed as a casual employee for five (5) months or more or who has worked for the Board on a supply basis for a number of days equivalent to five (5) months and whose services have been found satisfactory and then is subsequently employed in the same or a substantially similar position within three (3) months of termination of their last assignment shall not be required to serve a further period of probation.

10.02 (a) The Board agrees to acquaint every new employee with the fact that a Union agreement is in effect and with the condition of employment set out in Section 3.

(b) The Board agrees to provide an opportunity for a representative of the Union to interview each new employee within regular working hours without loss of pay for a maximum of fifteen (15) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and his responsibilities and obligations to the Board and to the Union.

(c) Such interview shall take place at the induction of the employee whenever possible.

(d) The Union representative shall be the President or such other officer as shall be nominated by him.

10.03 (a) The Board will prepare two (2) seniority lists as follows:

1. Regular Employees

A regular employee is one that the Board expects will work the year round or has worked ten (10) consecutive months but the term regular shall not mean a guarantee of year round employment.

2. Casual Employees

Casual employees shall be defined as follows:

(i) Those employees who are replacing regular employees who are temporarily absent.

(ii) Those employees who are employed for work which is of a temporary additional nature, such periods of work shall not exceed four (4) months.

(iii) Those employees who are employed for work of a special nature originating and supported by sources not regulated by the Board, such as governments, social service agencies, municipalities and others. Such employment shall not result in the layoff or reduction of hours of any regular employee.

(iv) This list shall include all employees who have worked in a day to day supply basis for more than 150 days.

(b) In no case shall a casual employee exercise seniority against a regular employee but if a vacancy for a regular position is not filled by a present regular employee, a casual employee who applied for the vacancy shall be considered before a new employee is hired.

(c) The Board shall post copies of these lists and deliver copies to the Union. These lists shall be brought up-to-date as at October 15th of each year and copies shall be posted and copies shall be delivered to the Union. At any time during working hours up-to-date seniority information shall be available to the Union President on application to the Personnel Manager.

10.04 (a) Seniority shall cease and employment shall terminate for any of the following reasons:

1) After 12 consecutive months of layoff.

2) If the employee resigns.

3) If *the* employee is discharged and the discharge has been dealt with through the Grievance Procedure as provided in Article 7.

4) If the employee has been absent for five (5) consecutive working days without requesting and being granted a leave of absence in accordance with Section 11.01.

5) If an employee is on layoff and fails to return to work within five (5) working days after being recalled to a vacancy for

which he is suitably qualified. Notification of such recall shall be by registered mail to the employee's last known address on the Board's records.

- 6) If an employee overstays a leave of absence granted by the Board in writing and does not secure an extension of such leave.
- 7) If an employee retires.

(b) Seniority shall not be broken during absence due to illness, accident or leave of absence as set out in Article 11.

10.05 Job vacancies shall be vacancies of a long term nature which result from resignations, retirements, promotions, demotions, transfers, discharge or the establishment of new positions and shall include two (2) vacancies which result from filling the first vacancy through the posting procedure.

In the event a subsequent vacancy becomes available as a result of the above posting procedure, it shall not be posted but the unsuccessful candidates for the last posted position previous to it will be approached as to their interest in the position. They shall be interviewed and considered prior to any consideration being given to a casual employee.

Where no regular employee applies for the vacant position, then a casual employee shall be considered before anyone else.

10.06 In filling job vacancies and in promotions, demotions, transfers, layoffs or recalls within the salary schedule in Appendix A, the Board will consider the candidates' qualifications to meet the requirements of the position as to the knowledge, training, and experience described in the job specifications and capability to meet and perform the usual requirements of the position.

If, in the judgement of the Board which shall not be exercised in an unreasonable or arbitrary manner, two or more applicants meet the above criteria then the applicant with the longest continuous service shall be selected for the position.

10.07 Job vacancies shall be dealt with in the following manner:

- (1) Vacancies shall be posted from 9:00 a.m. of Day 1 of the posting period to 11:00 a.m. of Day 4 of the posting period.
- (2) The posting shall show the name of the position vacant, the classification, the requirements of the position, the rate of pay and whether a 10 or 12 month position.
- (3)
 - a) The employee shall apply in writing for a posted job setting out in detail qualifications for the job and forwarding the application to the Personnel Office for processing.
 - b) The Personnel Office shall arrange for all qualified applicants as set out in Article 10.06 to be interviewed by the Principal or Supervisor concerned.
 - c) When the posted position is filled the Board shall post the name

and seniority status of the successful applicant. Any employee applying for a vacancy filled by a person with less seniority may request and shall receive reasons why he did not get the job provided such request is made within three (3) working days of receipt in writing that he was unsuccessful. Such notification where it is to a regular bargaining unit employee shall indicate the seniority status of the successful applicant.

- (4) If no suitable candidate applies, the position may be filled by the Board from among other employees or by hiring new employees.
- (5) Vacancies shall be posted within three (3) days unless the Board intends to postpone the filling of the vacancy or not to fill it, in which case the Board shall notify the Union in writing.
- (6) If **after** posting a vacancy, the Board intends to postpone filling the vacancy or not to fill it, the Board shall notify the Union in writing within ten (10) working days of the end of the posting period.
- (7) Where internal applicants covered by Article 10.03 (a) are found to be not suitable for a posted position, the Board shall advise the Union of the reasons.

10.08 In the event of a layoff, such employees shall be laid off in the reverse order of their seniority provided those remaining are capable and qualified to do the work available in the vacant positions. Employees shall be recalled in order of their seniority provided they are capable and qualified to do the work available in the vacant positions.

10.09 The Board may make temporary transfers for periods not exceeding one (1) calendar month without reference to length of service provided the employee is consulted and agrees to such a transfer.

10.10 An employee having seniority under this Agreement who is transferred out of the Bargaining Unit shall, on transfer back to the Bargaining Unit, be entitled to claim his former position, provided the transfer back is within one (1) year. If the transfer back to the Bargaining Unit is after one (1) year the employee shall be entitled to take a temporary position until such time as a vacancy occurs when he can apply his full length of service to the job posting.

10.11 No employee shall be transferred from a position in the bargaining unit as defined in Article 2 to an administrative position outside of the bargaining unit without the written application or consent of the employee.

10.12 Should the Board merge or amalgamate any of its operation with another employer under provincial jurisdiction, the Board will use its best efforts to endeavour to arrange for the transfer of any employees affected. together with all their rights, privileges and benefits afforded under this collective agreement.

11. LEAVE OF ABSENCE

11.01 The Board may grant leave of absence without pay to employees for personal

reasons. Requests for such leave of absence shall be in writing and shall be submitted in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Board as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere except as noted in Section 11.04. Unless otherwise mutually agreed, such leave shall not exceed three (3) months and seniority shall accumulate during such leave.

- 11.02 Employees elected or appointed by the Union to attend conventions, seminars and conferences of the Union shall be granted leave of absence without pay provided the Board is given reasonable notice in writing. No more than three (3) employees may be absent at any one time and such leaves without pay shall not total more than forty (40) working days in one (1) year, excluding travelling time.
- 11.03 The Union President or his representative shall be allowed up to four (4) hours with pay to attend the funeral of an employee covered by this agreement.
- 11.04 Any employee who is elected or selected for a full time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, or who is elected to public office shall be granted leave of absence without pay and without loss of seniority by the Board for a period of up to one (1) year. Such leave of absence shall be renewed each year upon request during the term of office. If the employee returns to the Bargaining Unit within one (1) year he shall be entitled to claim his former position. If the employee returns to the Bargaining Unit after one (1) year, the employee is entitled to take a temporary position until such time as a vacancy occurs where he can apply his full length of service to the job posting.

- 11.05 The Board will grant leave of absence without pay to an employee for reasons of pregnancy or complications of pregnancy provided the employee has at least one (1) year's continuous service with the Board by the date the leave is requested to begin.

Requests for such leave of absence must be submitted to the Board in writing and be accompanied by a medical doctor's certificate verifying the expected date of birth and the employee's ability or inability to do the work of her position and be submitted to the Personnel Department at least one month before the date the leave is requested to begin.

The period of leave will not exceed seventeen (17) weeks which shall be extended for up to three (3) months on the request of the employee and confirmation by a statement from a qualified physician.

The employee will advise the Board of her intent to return to work not later than two (2) weeks before the date the leave or the extension of such leave is due to expire and will provide a doctor's statement verifying her health and suitability to return to work.

If the employee returns to work within the seventeen (17) weeks of leave provided under the Employment Standards Act, the Board will place her in her former position. However, if she requests an extension of the maternity leave and it is granted the position may be filled in accordance with the posting procedure. The employee may then apply for subsequent posted vacancies and her seniority will be considered in accordance with Article 10.06.

- 11.06 The Board may grant a leave of absence without pay for a period up to six (6) months to an employee who intends to adopt a child provided that the employee gives notice in writing of such intent prior to the application for adoption being made.

Recognizing that the date of departure may be at any time after the application is made the leave shall begin with a mutually agreeable date related to the date the child is to be received, once it is known, and shall end six (6) months from the date unless otherwise arranged with the mutual consent of the Board and the employee.

The Board does not undertake to ensure that a vacant position will be available when the leave is completed but, once advised in writing of the employee's intention to return to work, the Board will supply the employee with job vacancy postings and the employee may exercise her length of service towards these vacancies in accordance with Article 10.06.

12. SALARY SCHEDULE

- 12.01 Salaries shall be paid in accordance with Appendix "A" salary schedule and shall be payable bi-weekly.

- 12.02 Persons employed on a ten (10) month basis shall have their salaries paid in the same manner as twelve (12) month employees except that their salary will cease with the closing of school at the end of the school year and begin again when they return for the opening of school in the new school year.

- 12.03 An employee who is promoted to a position in a higher classification on the salary schedule shall receive the salary rate which is next higher to his existing rate on the schedule and then will progress to the maximum of the classification in annual steps in the manner prescribed in Appendix A.
- 12.04 Where a position is re-classified in accordance with Article 27 the employee occupying the position at the time the change of classification is approved by the Board will remain at the same step in the schedule that he had reached prior to the re-classification and the salary will be changed accordingly in the first full pay period following the date of approval.

Where the re-classification results in the position being placed in a level where additional steps to maximum are provided in the schedule, the employee will remain at the same step he had reached prior to re-classification but will move to the next step at January 1st following re-classification and in annual steps at January 1st each year thereafter until the maximum is reached.

Where re-classification is as a result of a request for review as set out in Section 27.05, the salary change shall be retroactive to the date of such request.

Such retroactivity shall be for a maximum of three (3) months unless otherwise agreed upon by the parties.

- 12.05 An employee who is temporarily transferred to a position in a lower classification shall continue to receive his regular rate.

An employee whose position is re-classified to a lower level shall continue to receive his regular rate except that in no case shall it exceed the maximum of the lower classification.

If a transfer is at the employee's own request, his rate shall be reduced in accordance with his experience in the lower classification. Where the employee was formerly at the maximum rate of the lower classification, he shall revert to the maximum rate.

- 12.06 An employee who is transferred temporarily to a position in a higher classification shall be paid his regular rate or the minimum rate of the higher classification whichever is higher for a period not exceeding five (5) working days. If the transfer is for more than five (5) working days he shall receive the salary rate in the higher classification which represents the next higher rate in the schedule which affords an increase in salary. The higher rate will be payable for the remainder of the period on the higher classification and he shall revert to his regular rate on his return to his regular position.

13. HOURS OF WORK

- 13.01 The normal work week will be 35 hours per week consisting of five (5) days of seven (7) hours each as presently established.

13.02 The normal starting and stopping times shall be:

8:30 a.m.	to	12:00 Noon
1:00 p.m.	to	4:30 p.m.

13.03 The Board does not guarantee the above hours but before any permanent change is made in starting and stopping times there will be prior notice to and, if so requested, discussion with the Union.

13.04 Alternative starting and stopping times may be arranged provided that the normal work week as stated in 13.01 is maintained and any such alternative is not detrimental to the proper and efficient operation of the work place

Any variation of the starting and stopping times or the provisions of Article 14 must be approved by the Principal or Department Manager concerned with the confirmation of the Superintendent of Business or his representative.

14. BREAK PERIODS AND LUNCH PERIODS

14.01 Employees will be allowed two (2) fifteen (15) minute break periods per day, one in the first half of the shift and one in the second half of the shift.

In addition a lunch period of one (1) hour will be allowed in the middle of the shift.

In each case, the Department Manager or Principal will ensure that the periods allowed are not exceeded and that the times are scheduled in such a way as to allow continuing coverage in the department for telephones, enquiries, etc.

15. OVERTIME

15.01 All time worked beyond the normal hours set out in Section 13.01 shall be considered overtime and shall be paid at overtime rates.

15.02 All such overtime work must be authorized beforehand by the Department Manager or Principal concerned where the employee works.

15.03 Overtime rates shall apply as follows:

(a) Hours worked over and above regularly scheduled daily or weekly hours: One and one half (1 1/2) times salary reduced to an hourly rate.

(b) Hours worked on Sunday and on paid holidays when not a regularly scheduled work day: Two (2) times salary reduced to an hourly rate.

15.04 An employee may have the choice of receiving overtime pay as per clause 15.03 or time off without loss of pay at the equivalent overtime rate for the number of additional hours worked over regularly scheduled daily or weekly hours.

The employee may accumulate such hours in time off without loss of pay only to a maximum of seventy (70) hours, and shall signify his intent to do so at the time the overtime work is authorized.

Such time off shall be granted with the approval of the Principal or Head of Department subject to the proper and efficient operation of the school or department concerned.

- 15.05 The Board will endeavour to keep overtime to a minimum but where it becomes necessary such overtime will be distributed as equitably as possible among those employees in the same location who are usually engaged in the work involved and are available to perform the overtime work.

16. SHIFT PREMIUMS

- 16.01 Employees working on shifts other than day shifts shall receive premium pay as follows:

- (1) 18 cents (18) for each hour worked on a shift on which most of the hours are worked between 4:00 p.m. and 12 midnight.
- (2) 25 cents (25) for each hour worked on a shift on which most of the hours are worked between 12 midnight and 8:00 a.m.

17. CALL-IN PAY

- 17.01 An employee who is called in outside his regularly scheduled hours of work other than for scheduled overtime work will be paid a minimum of four (4) hours at straight time rates or at his applicable overtime rate for the time worked on the call-in, whichever is greater.

18. PAID HOLIDAYS

- 18.01 Each regular employee employed on a calendar year basis shall receive a holiday with pay on each of the following days:

Good Friday	Civic Holiday
Easter Monday	Labour Day
Victoria Day	Thanksgiving Day
Dominion Day	

In addition to the above paid holidays each regular employee employed on a 12 month basis shall receive December 24th to January 1st inclusive as paid holidays.

- 18.02 Regular employees employed on a ten (10) month basis who are not scheduled to work during the Christmas break or Winter break will receive the following holidays with pay:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day

In addition to the above paid holidays regular employees employed on a ten

(10) month basis shall receive one floating paid holiday to be designated by agreement between the Union and the Board to be observed other than in Christmas and Winter breaks.

In the calendar year 1988 employees employed on a 10 month basis shall not receive the floating paid holiday referred to above but shall be paid for two days in the Christmas Break which would otherwise be layoff days within the legislated 10 day shutdown period.

- 18.03 (a) To qualify for the holiday with pay the employee must have worked his regularly scheduled hours immediately before and after the paid holiday unless excused in writing for reasonable cause by the Department Manager or Principal concerned and provided also that the employee has worked in the week in which the holiday is observed unless on vacation or approved sick leave.
- (b) In the event of a shutdown of offices occurring during the summer period of July and August requiring the layoff (or leave of absence) of twelve (12) month employees, the requirement to qualify for the Civic Holiday, if declared, shall not apply except that the employee shall work his regularly scheduled hours immediately before and after the paid holiday unless on vacation or approved sick leave.
- (c) An employee will not be required to work his scheduled hours before or after a paid holiday if he is absent on approved sick leave which is verified by a doctor's certificate or he is on vacation, jury duty, leave of absence for union business, bereavement leave or special leave.
- (d) If an employee is required to work on any of the above holidays, he will be subject to the overtime provisions of Article 15 in addition to receiving pay for the holiday.
- (e) Subject to statutory declaration should any of the foregoing statutory holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday.
- (f) If July 1st falls on a Tuesday or Thursday, the holiday will be observed on the preceding Monday or the following Friday respectively.

19. VACATIONS

- 19.01 In a calendar year, a regular employee working on a calendar year basis will be granted time off with pay as vacation based on the number of years of continuous service completed by June 30th in that year.

a) 1987

<u>Years of Service by June 30th of the vacation year</u>	<u>Vacation Time off Allowed</u>	<u>Pay for Vacation Time Off</u>
Up to 1 year	one (1) day per month to maximum of 10	4% of total earnings up June 30th
One year but less than 3	2 weeks	4% of total earnings in the 12 months to June 30
3 years but less than 10	3 weeks	6% of total earnings in the 12 months to June 30
10 years but less than 18	4 weeks	8% of total earnings in the 12 months to June 30
18 years but but less than 26	5 weeks	10% of total earnings in the 12 months to June 30
26 years or more	6 weeks	12% of total earnings in the 12 months to June 30

b) 1988

<u>Years of Service by June 30th of the vacation year</u>	<u>Vacation Time off Allowed</u>	<u>Pay for Vacation Time Off</u>
Up to 1 year	One (1) day per month to maximum of 10	4% of total earnings up June 30th
One year but less than 3	2 weeks	4% of total earnings in the 12 months to June 30
3 years but less than 10	3 weeks	6% of total earnings in the 12 months to June 30
10 years but less than 17	4 weeks	8% of total earnings in the 12 months to June 30
17 years but less than 25	5 weeks	10% of total earnings in the 12 months to June 30
25 years or more	6 weeks	12% of total earnings in the 12 months to June 30

- 19.02 Vacation pay for employees who normally work 12 months of the year and who are entitled to two or more weeks of vacation in the current vacation year shall be according to the percentages shown in 19.01 calculated on the employee's total earnings in the twelve (12) months ending at June 30th of the current year or his regular salary rate per week times the number of weeks entitlement whichever is the greater.

This article shall not apply to any twelve (12) month employee who normally works twelve (12) months of the year but who has been granted a leave of absence without pay for any reason for one (1) month or more in the twelve (12) months ending June 30th of the current year. The percentage as shown in Article 19.01 shall apply for calculation of vacation pay in this case.

- 19.03 Vacation pay will normally be paid to an employee prior to the start of his vacation, provided the vacation is taken during the normal shutdown period in July or later.

Where the vacation is taken before the normal shutdown period in July, then he will receive pay based on his current weekly salary before the start of his vacation but will subsequently have his pay adjusted by the difference between his normal weekly pay and the applicable percentage calculation referred to in 19.02.

- 19.04 The Board will normally designate an annual vacation period consisting of the last two weeks in July ending with the Civic Holiday during which the Board will determine those services it requires to be maintained and those employees not required to maintain continuity of work will normally be expected to take two weeks vacation at that time.

- 19.05 Employees entitled to more than two (2) weeks of vacation may add one (1) additional week to the initial two (2) weeks for a continuous period of three (3) weeks subject only to the provisions of clause 19.04.

Requests for such vacation periods or for vacation to be taken at other than the shutdown period must be in writing to the Department Manager or Principal who will take into account the wishes of the employee on the basis of seniority in the work location affected as much as possible and insofar as he considers it consistent with the efficient running of the department or school.

Consideration of seniority shall refer to the first three (3) weeks of vacation only.

- 19.06 A vacation schedule for each department or school will be circulated by April 1st. Employees will designate the vacation period they wish on this schedule by May 1st and these periods will then be set by the Department Manager or Principal taking into account those considerations indicated in 19.04 and 19.05.

- 19.07 The vacation schedule shall be set by May 31st after which the Department Manager or Principal or the employee shall not alter the vacation schedule except by mutual agreement.

- 19.08 If a paid holiday is observed during an employee's vacation period he will

be granted an additional day off with pay immediately preceding or following his vacation period as agreed between the employee and the Board.

- 19.09 Employees who normally work only the ten (10) months that the schools are open are required to take one (1) week of their vacation entitlement as defined in Article 19.01 during the Christmas holiday break period and another week during the winter break period.

However, for the calendar year 1987 only, such employees may use any part of any vacation entitlement that is in addition to the above two weeks to be applied against any temporary unpaid days of layoff occurring during the Christmas holiday break period provided that notice of intent to do so is given to the Board in writing prior to the closing of schools in June of the calendar year in which the vacation entitlement is applicable.

The Christmas break and the winter break are those periods designated in the Board's school year calendar.

Pay for this vacation entitlement for each of the designated break periods shall be calculated as one (1) week at the current weekly salary rate for that employee.

Where an employee is employed for the ten (10) months the schools are open and by the application of Article 19.01 is entitled to an additional week, two weeks or three weeks beyond the first two weeks specified above, a vacation pay will be calculated based on 2% of the earnings in the twelve (12) months ending June 30th of the current year for the one additional week, 4% for the two additional weeks and 6% for the three additional weeks and paid to the employee when they are laid off at the end of the school year. Such payment will be made no later than two (2) weeks after the date of layoff.

Where an employee employed on a 10 month basis qualifies for a 5th or 6th week of vacation, the pay for those weeks will be calculated at the rate of 2% for each week and held for payment to that employee in September of the current year if in so doing there is no contravention of the then existing and current legislation or regulations.

A week shall mean five (5) working days of the normal number of hours worked by the employee.

19.10 Employees on a ten (10) month basis who are entitled to more than two weeks vacation because of their years of service may take up to one (1) additional week during the period of the school year from January 1st to June 30th and one (1) further week if so entitled in the same calendar year during the period of the school year between September and December.

Requests for such additional weeks to be taken during periods of the school year shall be in writing well in advance of the dates requested and are subject to the acceptance and approval of the Principal or Supervisor concerned and confirmation by the Board.

In the event no request is received before the conclusion of the school year, the remaining vacation entitlement, if any, shall be paid in accordance with Article 19.09 when the employee is laid off at the end of the school year.

The pay for each of these additional weeks will be the normal pay for five (5) working days at the usual hours worked by the employee.

Further additional weeks entitlement, if any, will be paid in accordance with Article 19.09 when they are laid off at the end of the school year.

With the approval of the Principal or Department Head concerned, a third or fourth week of vacation entitlement may be taken as five occasional days in each of the respective periods referred to above.

19.11 All vacations must be completed by the end of the calendar year and no carry over of time will be allowed. However, the Board shall consider allowing an employee to carry over a portion of his vacation period into the next year for the purpose of combining his time for taking an extended trip. Such requests must be made in writing to the Personnel Department.

20. EMPLOYEE BENEFIT PROGRAMME

20.01 The Board will continue an employee benefit programme for eligible employees to consist of the following coverages:

- (1) Ontario Health Insurance Plan.
- (2) Supplementary Hospital Plan for **Semi-Private** accommodation.
- (3) Extended Health Care Plan - Prescription drugs and services, with **deductibles** of **\$10.00** single, **\$20.00** family. The plan shall include a provision for eyeglasses of up to **\$200.** in a **24** month period.
- (4) Life Insurance - One and one-half times an employee's annual salary to the next highest **\$1,000.** Effective with ratification, the insurance shall include the purchase of a paid-up policy of **\$2000.** for employees retiring from the Board under the terms of the Ontario Municipal Employees Retirement System.

Employees shall have the option of purchasing life insurance for dependent members of their immediate family equal to **\$5000.** for spouse and **\$3000.** for each eligible dependent.

- (5) Blue Cross Dental Plan 9 or equivalent. Effective in the month

of the signing of the agreement, the 1986 OOA fee schedule shall become effective. The 1987 OOA fee schedule shall be effective in 1988 on the date it is made effective by the Ontario Dental Association.

- (6) Long Term Disability Plan - To be effective July 1st, 1985. To provide 60% of the salary being paid at the time total disability (as defined by the insurance carrier) occurs with said benefit payable after a waiting period of 6 months or expiry of sick leave credits, whichever takes longer. The maximum benefit payable shall be \$2500. per month.

Benefits shall be payable for a maximum of 2 years where the employee is found to be totally disabled in respect to their own occupation or to age 65 in the event the employee is shown to be totally disabled from any occupation.

Participation in the Long Term Disability Plan shall be mandatory for all employees.

- 20.02 The Board will continue to pay the maximum allowable under the Education Act towards the cost of items (1), (2), (3) and (4) in Article 20.01 above for all participating employees who have attained seniority as regular employees.

The Board will pay 80% of the cost of premiums for item (5) for participating employees who have attained seniority as regular employees.

The Board will pay half (50%) of the cost of the premium of item (6) beginning at July 1st. 1985 and three quarters (75%) of the cost of premiums beginning at July 1st. 1986.

The Board shall continue the employee benefits as held by the employee at the time total disability occurs when the employee is in receipt of long term disability benefits.

- 20.03 Participation for eligible employees is mandatory to the extent that there is no duplication of coverage.

- 20.04 (a) A participating employee on authorized leave of absence other than maternity leave, absence due to illness or an accident will continue to be eligible for benefits under this article for a period of up to one (1) year if he pays the cost of these benefits to the Board by the fifteenth (15th) day of each month or by some other arrangement satisfactory to the Board.

- (b) An employee on maternity leave of absence may continue to be eligible for the fringe benefit programme provided she pays the Board the total cost of the premiums for these benefits by the fifteenth (15th) of each month.

- 20.05 The benefits of the general welfare programme will cease at the end of the month in which an employee is laid off or has his employment terminated except that, if the layoff is of a temporary nature not exceeding thirteen (13) weeks, or is due to conditions covered by Article 27 following, the employee laid off may continue the benefits of the programme up to a

maximum of thirteen (13) weeks or until he obtains employment elsewhere, whichever is the earlier. The employee shall pay the cost of these benefits to the Board by the fifteenth (15th) day of each month or by such other arrangement as may be made with the Board.

The level of benefits shall be those in effect at the time of the layoff and continuation shall be subject to the approval of the carrier involved.

Employees who retire from the employment of the Board under the terms and conditions of the Ontario Municipal Employees Retirement System shall have the option of continuing in the employees benefit plan until they reach age 65 at which time such benefits will cease.

The retiring employee shall pay the cost of such benefits at the premium rates which prevail for current employees but continuation of such benefits shall be subject to approval of the carrier involved. Payment of premium to the Board shall be made quarterly in advance or by such other arrangement as may be mutually satisfactory to both parties.

- 20.06 During January Of each year the Board agrees to prepare a summary of benefits and the Board cost of benefits for the information of employees. The summary shall be made available at an appropriate work location.

21. SICK LEAVE

- 21.01 All regular employees who have completed 3 consecutive months of service and who are working on a 12 month basis shall be entitled to accumulate sick leave credit at the rate of 24 days per year in advance at January 1st to a maximum of 388 days. The unused portion of these 24 days shall be accumulated at January 1st each year to the maximum.

All regular employees who have completed 3 consecutive months of service and who are working on a 10 month basis shall be entitled to accumulate sick leave credit at the rate of 24 days per year in advance at January 1st calculated in the ratio that the number of months they work bears to 12 months to a maximum of 388 days. The unused portion shall be accumulated at January 1st each year.

- 21.02 In order to qualify for the sick leave credit the employee shall be actively at work, on paid vacation or on paid sick leave.

For the purpose of this article, actively at work shall mean being in attendance at work for ten (10) consecutive days or more in a calendar month unless on paid vacation or paid sick leave.

An employee's accumulated sick leave credit under this article shall be adjusted pro-rata for continuous absence in excess of one (1) month on approved leave of absence without pay or layoff so that the accumulated days credit for the calendar year shall be in the same ratio as the number of months worked bears to twelve (12) months.

- 21.03 Employees of the former St. Catharines Board of Education and other school boards amalgamated into The Lincoln County Board of Education will retain accumulated sick leave credits provided for by this and predecessor boards up to January 1st, 1971. It is not to be construed that the provisions of clause 21.01 will apply to service prior to that date.

- 21.04 Such accumulated sick leave credit shall be reduced for absence due to illness or accident except where the accident is covered by Workmen's Compensation Board. Such accumulated sick leave credit shall not be reduced for absence due to pregnancy or complications of pregnancy.
- 21.05 When an employee is eligible for sick leave and establishes a claim for sick leave benefits, he will receive his regular salary calculated on a daily basis for each day of absence to the extent of the number of days to his credit or to the date of his return to work whichever occurs first.
- 21.06 If the Board requests it, an employee who is absent from work for a period of five (5) days or more shall provide the Personnel Department with a certificate from a qualified medical practitioner certifying that the employee was ill and giving his expected date of return to work.
- 21.07 A claim for sick leave will be established when the employee notifies the Principal, if in a school, or the appropriate designated co-ordinator if employed at the Education Centre or its annexes before 9:00 a.m. of the first day of absence that he will be unable to come to work because of illness or disability and giving, if possible, the number of days the absence is expected to last.
- 21.08 The Board will pay to:

- (a) An employee who retires under the provisions of the compulsory retirement regulations of the Board.
- (b) The beneficiary of an employee who dies while in the service of the Board,

a sick leave credit gratuity calculated on the basis of 50% of the number of days sick leave standing to his credit times the employee's standard salary at the time of retirement or death. Such payment shall not exceed a maximum of one-half (1/2) a year's earnings.
- (c) An employee upon termination of employment for reasons other than retirement or discharge for cause after twenty (20) years service, a gratuity of fifty percent (50%) of his accumulated sick leave credits to a maximum of one half (1/2) year's earnings.
- (d) Such an employee with less than 20 years but more than ten (10) years of service shall be entitled to a payment of one twentieth (1/20) of the above amount for each year of service.
- (e) An employee terminated under Article 28, a sick leave credit gratuity calculated on the basis of 50% of the number of days sick leave standing to his credit times the employee's standard daily salary at the time of termination. Such payment shall not exceed a maximum of one half (1/2) year's earnings or be less than twenty-four (24) days.

An employee terminated under Article 28 who has received the gratuity referred to in Article 21.08 (d) and who is subsequently re-hired through the exercise of his seniority in accordance with

Article 10 shall be credited with half the sick leave days standing to his credit at the date of his initial termination.

If the employee so wishes he may reimburse the Board for the gratuity paid to him and thereby have the other half of the sick leave days standing to his credit at termination added to his balance of sick leave days.

The provisions of this section shall not be applicable retroactively and are effective only with this agreement.

- 21.09 The Board will pay to an employee who has completed three (3) months continuous employment and who suffers an injury as a result of performing his regular work and thereby will receive benefits from the Workmen's Compensation Board, his normal salary at the time of the accident less deductions for the cost of Welfare Plan premiums, OMERS, and other legislative requirements for the period of the injury until his return to work, for six (6) months, or to the extent of his sick leave credits whichever is the lesser.

In return for such payment the employee will pay over to the Board any monies received from the Compensation Board in lieu of lost earnings and the Board will further deduct from the employee's sick leave credits the equivalent of one-quarter (1/4) day for each day absent for the injury.

22. BEREAVEMENT LEAVE

- 22.01 A leave of absence with pay will be allowed in the event of a death in the immediate family as follows:
- (a) Four (4) days leave for husband, wife, child or stepchild, brother sister, parents.
 - (b) Three (3) days leave for mother-in-law, father-in-law, grandchild.
 - (c) Two (2) days leave for grandparents, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, first cousin, son-in-law, daughter-in-law.
 - (d) This leave is for the purpose of attending the funeral and to any personal family affairs related to the bereavement. It is not intended as a general leave where it is not possible to attend the funeral because it is out of the country or for various reasons attendance is not possible. In such cases the employee will be expected to return to work as soon as possible.
 - (e) The employee shall report details of the leave to the Personnel Department as soon as possible.
 - (f) Requests for extension of the above leaves without pay will be considered on an individual merit basis. Such requests should be directed to the Personnel Department.
 - (g) This bereavement leave will not be deducted from the employee's Cumulative Sick Leave.

23. SPECIAL LEAVE

- 23.01 An employee may be allowed a leave of absence with pay for up to **two (2)** days in a contract year to attend to matters of a serious personal consequence such as critical illness in the immediate family.

Such leaves must be recommended by the Principal or Department Manager concerned with notification forwarded to the Personnel Department prior to or as close as possible to the event for which the leave is required.

The employee concerned shall submit an explanation in writing to the Personnel Department within the two weeks following the event for which the leave is requested.

24. EMPLOYEE FINANCED LEAVE

A plan of employee financed leaves shall be included in this collective agreement.

The terms, conditions and regulations of such leaves shall be as contained in Appendix "6" to this agreement.

25. JURY DUTY

- 25.01 An employee called for jury duty or subpoenaed as a witness in court shall absent himself from work only to such reasonable extent as shall allow him to carry out such duty. Such an employee will be paid for his standard scheduled hours for such absence at his normal rate of pay, provided that he pays over to the Board his jury duty or witness fees, excluding meal and mileage allowances.

26. RETIREMENT

- 26.01 It is Board policy that an employee shall retire on June 30th when he reaches age 65 on or before June 30th of that year.
- 26.02 An employee may apply for an extension of working time for one (1) year only but the Board will establish such requirements as it considers justified for the purpose of considering such requests.
- 26.03 The Board agrees to continue to pay its present contribution at 50% of the cost of obtaining the basic pension benefits under the Ontario Municipal Employees Retirement System.

27. JOB CLASSIFICATION

- 27.01 The existing plan of job classification is continued. (See Appendix B for the Letter of Intent re the review of the job classification system).

If the Board establishes a new position or changes the principal functions or duties of a position such that the change in salary classification is indicated, the Board will establish the salary classification and then supply the Union with copies of the job description as well as advising them promptly of the new salary classification or the change in the salary classification.

- 27.02 It is recognized that it is not possible to define in detail all the requirements of a position and that a job description shall specify the principal functions and duties of a position for purposes of arriving at a fair and equitable salary classification but it is not to be construed that said description is all inclusive or limiting in its nature.

These descriptions shall become the accepted job descriptions unless the Union presents written objection, within a calendar month of receipt of the description wherein it may request that it may be discussed at a meeting between the Board and the Union.

At such a meeting there may be present a representative working in the position in question.

- 27.03 Within a calendar month after receipt of the notification the Union in turn shall notify the Board in writing of its acceptance of the job description and the salary classification or of its objection wherein it may request a meeting between the Board and the Union to discuss either the description or the salary classification or both. Lack of notification by the Union in this case shall be construed as acceptance.

A representative employee working in the position in question may be present at such a meeting for the purpose of elaborating on the position if this is deemed necessary but may not participate in any discussion relating to the salary classification of the position.

- 27.04 If after the meeting referred to in clause 27.03, the parties cannot agree on the salary classification, the matter may be referred to the Grievance Procedure up to and including Arbitration which shall be conducted under a chairman experienced in job evaluation. The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties.

- 27.05 Where a position has been established and accepted for a reasonable period of time, not less than a year, but the employee considers that the duties he regularly performs have substantially changed from those outlined in the job description, he may make a request in writing for a review of the job description to his immediate supervisor. Such a request shall outline the changes alleged to have taken place.

The supervisor will review the request with the employee as to the changes. If the changes are to be incorporated into a job description, then the supervisor will initiate the preparation of the revised job description which will be dealt with under the provision of this article and shall so inform the employee of the proposed changes within sixty (60) days of the employee's request.

Should the alleged changes not justify a change in the job description the employee will be so advised within thirty (30) days of the receipt of his request.

If the employee is not then satisfied with the reply, he may refer the matter to the Grievance Procedure.

28. CONTINUITY OF EMPLOYMENT

- 28.01 Without restricting its right to determine the methods by which services

are to be provided. the Board agrees that if the introduction of new equipment, the contracting out of services, the planned cessation of operations. or local government re-organization resulting from a Board decision make it necessary to displace employees, no such employee shall be laid off or have his employment terminated unless he cannot be employed satisfactorily through the normal exercise of his seniority as provided in Articles 10 and 27.02 or reasonable on-the-job training in a vacancy that arises within the bargaining unit in the period between notice being given and the date set for layoff.

Notwithstanding the above, the Board agrees not to contract out any of the services currently provided by regular employees under this agreement without prior notice to and discussion with the union.

- 28.02 Without limiting its right to make changes and to determine the methods by which Board services are to be provided, the Board agrees to notify the Union at least four (4) months before any major change which would have effects or repercussions on employees covered by this collective agreement and where deemed advisable to enter into discussions under the provisions of Article 6.04 for the purpose of acquainting the Union with the details and nature of the changes together with any measures to be taken for the protection of employees.
- 28.03 (a) (i) An employee with more than three (3) years service whose position is eliminated shall be entitled to exercise seniority for any position of a similar classification or any classification at a lower level for which he is qualified that is held by an employee of less than three (3) years service.
- (ii) In the event there is no employee with less than three (3) years service in any position of a similar classification or any classification at a lower level for which he is qualified. an employee with more than four (4) years seniority shall be entitled to exercise his seniority in the manner prescribed above amongst those employees with four (4) years of seniority or less.
- (b) Employees with less than three (3) years of service who are terminated under Article 28.01 shall be given full consideration for their seniority under Article 10.
- (c) Any employee affected by this Article shall be re-hired before any new employee is hired from outside the system provided he is capable and qualified to do the work available.
- 28.04 Should any such major changes result in the introduction of new methods or equipment which in the opinion of the Board requires new or greater skills than the affected employee has under the existing system of operation, then the Board will arrange training or courses of study where practicable and will reimburse the employee who successfully completes any such required training or courses of study for approved expenses legitimately incurred in taking the training or courses of study.

29. COURSES OF STUDY

- 29.01 The Board will pay seventy-five percent (75%) of the cost of any courses of study which in the opinion of the Board would better qualify the employee to perform his present or future work as may be required by the Board. Board approval of such courses must be obtained before starting the course and payment will be made on proof of successful completion of the course. Payment shall not exceed \$225. in any calendar year.

Should the Board require an employee to upgrade his qualifications the Board will pay the full cost of course fees for such upgrading.

30. MILEAGE ALLOWANCE

- 30.01 It is the Board policy to review the mileage allowance on a regular basis and in accordance with established formula.

Any such allowance as calculated shall be payable to employees under this agreement for use of their personal automobile on an occasional basis when travelling from his regular place of employment to another location other than his home and only when actually travelling in the course of the Board's business and at the request of the Board.

Payment must be approved by the Principal or Department Head concerned.

31. SAFETY AND HEALTH

- 31.01 The Board will make adequate provisions for the safety and health of all employees during the hours of employment.
- 31.02 Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing when needed or where prescribed by code, bylaws or regulations of an authority having jurisdiction.

32. BULLETIN BOARDS

- 32.01 The Board agrees to the posting of Union notices on bulletin boards. Such notices shall relate to appointments, meetings, elections and conventions of the Union, or social and recreational affairs. All such notices shall be submitted to the Personnel Manager or his representative who shall arrange for their prompt posting.
- 32.02 Space on one bulletin board in each location shall be designated for the placement of all Board and Union notices, including postings, concerning employees covered by this agreement.
- 32.03 Postings and notices pertaining to Local 1442 shall be addressed to the Secretary in an Elementary School and the Senior Secretary in a Secondary School for distribution to members of the Local.

In addition, 10 copies of such postings or notices shall be distributed to the Education Centre.

33. CASUAL EMPLOYEES

33.01 A casual employee shall not receive benefits provided under Articles 11, 12, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28 but shall receive vacation pay and paid holidays as provided under the Employment Standards Act.

However, in the event that a casual employee is retained to replace a regular employee who is away because of extended illness or leave of absence during the school year and such a work assignment extends to more than five (5) continuous months, then the casual employee shall receive such paid holidays in Article 18.00 as are observed during his assignment. Payment of those holidays shall be made retroactively on completion of the assignment.

33.02 (a) The rate per hour for persons employed on a casual basis in positions classified in a level up to and including Level 4 shall be the hourly equivalent of Level 2, Step 1 of the Salary Schedule Appendix A.

(b) The rate per hour for persons employed on a casual basis in positions classified above Level 4 shall be set by the Board and the Union will be advised at a meeting between the parties as provided in Article 6.02.

34. NOTICES

34.01 Each employee shall keep the Personnel Office informed of his current address and telephone number.

34.02 All communications between the parties shall be addressed to:

(a) Personnel Manager, Lincoln County Board of Education, 112 Oakdale Avenue, St. Catharines, L2P 3J9 (in the case of the Board)

(b) To the President and the Recording Secretary of Local 1442, C.U.P.E., at his last known address (in the case of the Union)

(c) Copy to the C.U.P.E. Office in the Niagara Area.

35. GENERAL

35.01 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

35.02 Any disciplinary correspondence in an employee's personal file which is dated three (3) or more years prior to July 1st each year shall be removed from that person's file as of that date.

36. DURATION OF AGREEMENT

36.01 This agreement shall go into effect on January 1, 1987 and continue in effect for two (2) years until December 31, 1988 and thereafter shall continue from year to year unless no more than ninety (90) or less than sixty (60) days previous to December 31, 1988 or any subsequent year, either party gives written notice to the other that it desires revision, modification, or termination at December 31st, following the notice.

In the event of notice being given, negotiations with a view to arranging a new agreement shall begin within fifteen (15) days.

36.02 Unless otherwise stated herein all monetary adjustments are retroactive to January 1st, 1987 for all regular employees in the employ of the Board at the date of execution of the memorandum of agreement.

Duly agreed and executed by the parties hereto at the City of St. Catharines this 19th day of August, 1987.

LINCOLN COUNTY BOARD OF EDUCATION

CANADIAN UNION OF PUBLIC EMPLOYEES
C.L.C. AND ITS LOCAL 1442

Suzanne Culp
Chairperson
Silvia Black
Deputy
B. Arthur

Shirley J. Mastyk
President
Ann Lago
Paul Collins
Shirley Mallett
Paul MacLean

APPENDIX "A"SALARY SCHEDULE

(a)	<u>Effective January 1, 1987.</u> <u>(Bi-weekly rates)</u>				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Level 1	581.23	603.95	632.37		
2	625.55	651.69	686.91		
3	674.41	705.09	742.60		
4	725.55	765.32	803.96		
5	791.45	826.68	868.71		
6	857.36	901.67	943.72		
7	947.50	993.32	1036.04	1089.75	
8	1008.61	1061.11	1108.82	1166.10	1223.37
9	1080.19	1121.96	1186.12	1255.59	1315.25
10	1157.74	1186.39	1291.38	1346.28	1410.70

(b)	<u>Effective January 1, 1988</u>				
	<u>(Bi-weekly rates)</u>				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Level 1	616.23	638.95	667.37		
2	660.55	686.69	721.91		
3	709.41	740.09	777.60		
4	760.55	800.32	838.96		
5	826.45	861.68	903.71		
6	892.36	936.67	978.72		
7	989.50	1035.32	1078.04	1131.75	
8	1050.61	1103.11	1150.82	1208.10	1265.37
9	1122.19	1163.96	1228.12	1297.59	1357.25
10	1199.74	1228.39	1333.38	1388.28	1452.70

(c) Elementary School Secretaries

In addition to the basic salary scheduled above, Elementary School Secretaries shall receive an allowance based on the following formula:

	1987	1988
Schools with 1 to 7 teaching areas - an allowance of	\$210. per year	\$220.
" " 8 to 15 " " " "	\$365. " "	\$380.
" " 16 or more " " " "	\$520. " "	\$540.

The allowance shall be prorated to a bi-weekly rate payable over the period of the school year and only while on assignment to a particular elementary school. It shall not be retained as salary in the event of transfer to a different job assignment.

An employee will normally begin his employment with the Board in Step 1 (Start) and progression from one step to the next will take place annually in January subject to the following conditions.

- 1) Performance is judged satisfactory.
- 2) Employment began before July 1st of any year.
- 3) The employee has not reached maximum.

Salary adjustments for progression will take effect at January 1st.

Employees who begin employment with the Board after July 1st but before October 1st will be considered for one-half of the step adjustment to take effect at January 1st and the remainder of the adjustment after a further six (6) months of service on the position.

(d) Typical Positions in Levels

<u>Level 1</u>	-	
<u>Level 2</u>	-	Mail Clerk Film Inspector Shipper, Educational Media
<u>Level 3</u>	-	Purchasing Clerk Typist, Purchasing Clerk Switchboard Operator, Receptionist General Finance Clerk Public School Secretary: Secondary School Secretary Duplicating Machine Operator, Collegiate Payroll Clerk II Clerk Stenographer - French Dept., A.V., Music & Arts, Consultants Clerk Typist II ~ Special Education Booking Clerk, Educational Media Offset Pressman, Printing
<u>Level 4</u>	-	Assistant Stores Keeper, Central Stores Food Service Technician Library Technician - Elementary Library Technical Assistant Instructional Assistant - Elementary Clerk Stenographer - Special Education Services General Accounting Clerk Clerk Typist I - Academic Clerk Typist - Architect and Properties Computer Operator - Data Processing
<u>Level 5</u>	-	Instructional Assistant - Family Studies Instructional Media Technician Instructional Assistant - Secondary: Sr. Trainable Retarded Senior Accounts Payable Clerk Senior Secondary School Office Secretary Transportation Clerk Clerk Stenographer - Community Educational Services Senior Clerk Stenographer - Curriculum Clerk Technician - Educational Media Clerk Stenographer, Purchasing Computer Operator/Junior Programmer
<u>Level 6</u>	-	A. V. Repair Technician - Educational Media Payroll Control Clerk Chief Stores Keeper Child Care Worker - Hearing Impaired
<u>Level 7</u>	-	Accountant Academic Liaison Chief Technician Buyer Reprographics Operator Youth Care Worker

Maintenance Programmer/Analyst
Child Care Worker - Behavioural Development
Repair Technician Micro Computers

Level 8 -

Level 9 - Attendance Counsellor

Level 10 - Assessment Counsellor (Psychometrist)

APPENDIX "B"

The following terms and conditions shall apply to a plan for employee financed leaves to be instituted by agreement between the parties in 1982.

- 1) An employee and the Board may enter into an agreement whereby the employee may request and the Board may grant a leave of absence of one year's duration during which the employee would be paid from accumulated funds deducted from his pay plus accrued interest on the following options:
 - a) One for Two Plan: Employee receives half the salary in 1st year. Half salary is deducted and placed in trust for leave in second year.
 - b) Two for Three Plan: Employee receives two thirds salary in 1st and 2nd years. One third ($1/3$) salary is deducted in each of 1st and 2nd years and placed in trust for leave in third year.
 - c) Three for Four Plan: Employee receives three quarters ($3/4$) salary in 1st, 2nd and 3rd years. One quarter ($1/4$) salary is deducted in each of the 1st, 2nd and 3rd years and placed in trust for leave in the 4th year.
 - d) Four for Five Plan: Employee receives four fifths ($4/5$) salary in 1st, 2nd, 3rd and 4th years. One fifth ($1/5$) salary is deducted in each of the 1st, 2nd, 3rd and 4th year and placed in trust for leave in the 5th year.
- 2) The granting of such leaves shall be at the sole discretion of the Board having due regard for work requirements and the efficiency of the school system and shall not result in an increase in cost to the Board.

Applications from employees wishing to enter into an agreement with the Board on such a leave must be in writing stipulating in detail the period of leave and the plan option as outlined.
- 3) Monies deducted under any of the options in 1) shall be deposited on behalf of the employee in the St. Catharines Civic Employees Credit Union and shall accrue interest at prevailing rates as allocated by the receiving agency.
- 4) Deductions in accordance with the selected option shall be made from the prevailing salary in each year of the option agreement. The accumulated amount including accrued interest shall then be paid out to the employee in bi-weekly instalments in the year of the leave. Payments will be made on the normal pay dates of the pay schedule for that year.
- 5) Salaries in each year of the option plan except the year of the leave shall be subject to the full deductions for income tax and OMERS with full service being credited for each year. The year of the leave does not constitute a year of service but may be purchased by the employee on his return from leave as a year of broken service. Purchase of broken service shall be in accordance with the rules and regulations of OMERS at the time of purchase and shall be at the total expense of the employee.
- 6) The employee's seniority shall continue to accumulate during the year of the leave.

- 7) Where a leave has been granted, the Board shall have the right at its sole discretion to replace the employee on leave without reference to seniority. The Board shall reinstate the person on leave on the same or a similar position to the one they left if practicable to do so without detriment to the effective and efficient operation of the department or school concerned. The employee taking the leave shall be advised of his position status at the beginning of his leave. The replacement employee shall be advised of the temporary nature of his position upon his appointment to that position.
- 8) In the event that the position of the person on leave ceases to exist by reasons of staff reduction or organizational changes requiring layoff then the leave plan ceases and the funds accumulated together with accrued interest shall be paid out to the employee concerned in a manner agreed to by both parties.
- 9) In the event of death of the employee, all remaining funds plus accrued interest shall be payable to the employee's estate or designated beneficiary.
- 10) Should the employee requesting the leave resign his position before taking the leave, all accumulated funds and accrued interest shall be paid to him in a manner agreed to by the parties at the time of his termination and the Board shall be relieved of any and all obligation to the employee at that time.
- 11) An employee on an employee financed leave who decides that he will not be returning to employment with the Board shall notify the Board as soon as possible of his decision and in any event no later than two (2) weeks prior to the date of his return.

On such termination all rights, benefits and seniority shall cease at the end of the month in which the termination occurs.

- 12) Employee benefits under Article 20 as held by the employee in the year prior to the leave shall be continued. The Board and the employee shall continue to pay their share of the cost of such benefits subject to the terms, conditions and approval of the carriers concerned. The employee may not select against the benefit package and must continue all the benefits carried while working, or none.
- 13) Sick leave days shall not be credited in the year of the leave except that an employee who works a portion of the calendar year before or after the leave shall be credited with sick leave days at the rate of 2 days a full month in the proportion that the number of months worked bears to the calendar year. For purposes of this Article, calendar year refers to the year from January 1st to December 31st.

LETTER OF INTENT
BETWEEN
THE LINCOLN COUNTY BOARD OF EDUCATION
 AND
CANADIAN UNION OF PUBLIC EMPLOYEES C.L.C.
AND ITS LOCAL 1442

Should an employee of The Lincoln County Board of Education under this Agreement be transferred to The Lincoln County Roman Catholic School Board as a result of the implementation of existing provincial legislation. the Board and the Union agree that such employee shall continue to accumulate seniority under this agreement for a period of three years and shall have first right of refusal on the basis of that seniority in the event a vacancy occurs within the public school board which cannot be satisfactorily filled by the posting procedure under this Agreement. Such an employee must be qualified to perform the work available.

The Lincoln County Board of Education assumes no responsibility for notification to the employee of the vacancy.

Duly agreed and executed by the parties hereto at the City of St. Catharines this 19th day of August, 1987.

For: The Lincoln County
Board of Education

Suzanne Culp

W. Ashdown

Edwina Cook

J. Leppin

B. Whitaker

For: Canadian Union of Public Employees
C.L.C. and its Local 1442

Shirley J. Martyn

Andrew Strain

Jan Vago

Gail Collins

Yvonne Mallett

Janice Lee

LETTER OF UNDERSTANDING
BETWEEN
THE LINCOLN COUNTY BOARD OF EDUCATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES C.L.C.
AND ITS LOCAL 1442

This Letter of Understanding shall replace the side bar letter dated April 25th, 1974 and provides as follows:

Employees who are elected or appointed by Local 1442 to attend conventions and conferences on behalf of Local 1442 will be granted leave of absence as provided for in Article 11.02 except that the Board will continue to pay the employee for those days absent but charge the Union for the actual cost of that payment.

For purposes of this agreement the term "actual cost" refers to:

- 1) Actual gross earnings calculated on a daily basis.
- 2) Cost of the Board's contribution to OMERS.
- 3) Cost of the applicable percentage for vacation pay.
- 4) Cost of the Canada Pension contribution.
- 5) Cost of Unemployment Insurance.

This is an express agreement between Local 1442 and the Board which may be terminated by either party with 30 days notice in writing. This letter does not imply or constitute any commitment with respect to current or future collective agreements between the parties.

Duly agreed and executed by the parties hereto at the City of St. Catharines this 14th day of August 1987.

For: The Lincoln County
Board of Education

Suzanne Culp
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For: Canadian Union of Public Employees
C.L.C. and its Local 1442

Shirley J. Foxstyk
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING
BETWEEN
THE LINCOLN COUNTY BOARD OF EDUCATION
AND
~~CANADIAN UNION OF PUBLIC EMPLOYEES C.I.C.~~
AND ITS LOCAL 1442

As part of the settlement of all issues outstanding regarding the amendment of the collective agreement which expired December 31st, 1986, the parties further agree to the following:

1. Once a year the union bargaining committee consisting of 5 people is required to attend a conference organized by the Ontario Education Instruction Coordinating Committee of C.U.P.E.

Attendance usually requires one day's leave of absence from work for each of the participants.

The parties agree that the requirement in Article 11.02 limiting such absences to no more than three (3) employees is waived for this one occasion provided that reasonable prior notice in writing is provided to the Board.

The provisions of Article 11.02 shall apply in all other cases.

2. The parties agree to refer the subject of Instructional Media Technicians in Secondary Schools to the joint union management committee.

Similarly the subject of Secondary School Secretaries shall be referred to the joint union management committee.

Duly agreed and executed by the parties hereto at the City of St. Catharines this 19th day of October 1987.

For: The Lincoln County
Board of Education

Suzanne Culp

[Signature]

[Signature]

[Signature]

[Signature]

For: Canadian Union of Public Employees
C.I.C. and its Local 1442

Shirley J. Wastyl

[Signature]

[Signature]

[Signature]

Nianne Mallette

[Signature]

LETTER OF INTENT
BETWEEN
THE LINCOLN COUNTY BOARD OF EDUCATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES C.L.C.
AND ITS LOCAL 1442

The parties hereto agree to undertake together a review of the Job classification system currently in use, including an examination of the method of evaluation using factor points, the procedures for regular periodic review of job classifications and the means of improving communications relative to this activity to the employees affected and the members generally of the local.

Towards this end it is agreed to establish a joint committee of 6 persons, 3 representing each party, to carry out this review and it is further agreed that the committee shall meet at the earliest opportunity after a new agreement effective as of January 1st, 1980 is ratified and signed and will continue to meet on a regular basis with a view to expediting completion of the review during the term of this agreement.

Duly agreed and executed by the parties hereto at the City of St. Catharines this 19th day of August 1987.

For: The Lincoln County Board of Education
Suzanne Culp
William
Catherine Cook
L. Lipper
B. M. Hester

For: Canadian Union of Public Employees and its Local 1442
Shirley J. Frantz
Linda Strain
Ann Dagg
Sue Colburn
Giselle Mallette
Dorothy Lane

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