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No. OF EMPLOYEES	160		
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A G R E E M E N T

BETWEEN

THE LAMBTON COUNTY
BOARD OF EDUCATION

AND

THE CANADIAN UNION
OF PUBLIC EMPLOYEES

LOCAL 1019

NOV 16 1992

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A G R E E M E N T B E T W E E N
 THE LAMBTON COUNTY BOARD OF EDUCATION
 A N D
 THE CANADIAN UNION OF PUBLIC EMPLOYEES
 LOCAL 1019

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AGREEMENT made as of this 24th day of June, 1991,
B E T W E E N:

THE LAMBTON COUNTY BOARD OF EDUCATION

(hereinafter called the "Board")

of the FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES. on

behalf of its Local No. 1019

(hereinafter called the "Union")

of the SECOND PART.

WHEREAS it is the desire of both parties to this Agreement:

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.
5. To recognize the desirability of the Board retaining its own staff of employees, and whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.01 In this Agreement,

(a) Whenever the term "**Employee**" or "Employees" is used, it shall mean only those persons coming within the bargaining unit, as defined in clause 2.02, unless the context otherwise applies.

(b) An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement until after he has completed 6 months during a period of 12 consecutive months following his original hiring date. The regular rate of pay will be paid after completing 3 months. Upon completion of such probationary period, the employee's name shall be placed on the seniority list with seniority dating from the date of last hiring. Dismissal of a probationary employee will not be the subject of a grievance.

(c) Whenever the words "Temporary Employee" are used, it shall mean a student employed during the school vacation period and/or on a co-operative training program. Such student if continuing in the Board's employ beyond the school vacation period shall become a permanent employee after completion of six consecutive months of employment.

(d) Whenever the words "Permanent Employee" are used, it shall mean a probationary employee who has satisfactorily completed the probationary period and has passed a medical examination, if required, by the Board.

(e) Whenever the words "Continuous Service" are used, it shall mean service while on the payroll of the Board, including authorized sick leave and authorized leaves of absence or lay-off of permanent employees for less than 24 months.

(f) Whenever "Mutual Agreement" is referred to, it shall mean agreement between the Union and the Board, unless otherwise specified in this Agreement. It is agreed that where "Mutual Agreement", as defined herein, is required, that it will not be withheld by either party unless it is demonstrated to have a detrimental effect for the members of the Union or for the Board.

(g) Spare employee means an employee hired to replace a permanent or probationary employee who is temporarily absent due to Leave of Absence, Vacation, Workers' Compensation Board, or Sick Leave. Spare employees are covered only by Section 3.06 and Schedules "A" and "B" of **the** Agreement.

ARTICLE 2
RECOGNITION

2.01 The Union acknowledges that it is exclusively the function of the Board to:

(a) maintain order, discipline, and efficiency;

(b) hire, retire, discharge, direct, classify, transfer, promote, demote, lay-off, and suspend, or otherwise discipline employees, provided that a claim that a permanent employee has been discharged or disciplined without just cause may be treated as a grievance as provided under the Grievance Procedure;

(c) make, alter, and enforce rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the terms of this Agreement, and;

(d) generally to manage its operations in all respects in accordance with its responsibilities and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the methods, procedures, machinery and equipment to be used and to operate and maintain the machines, equipment and the premises of the Board in a manner consistent with the maintenance and efficient operations of its undertakings and all other matters concerning the Board's operations not otherwise specifically dealt with elsewhere in this Agreement.

2.02 The Board recognizes the Union as the sole collective bargaining agent for the employees in the Custodial Service **of** the Board, save and except Chief Custodians in Secondary Schools, Supervisors, and persons above the rank of Supervisor or Chief Custodian and temporary employees.

Persons hired under make-work programs funded by the Provincial or Federal Government shall not be subject to the terms of this Agreement. It is understood that the Board's participation in these programs will not, as a direct result, cause a lay-off in present staff. The Union will be consulted on the terms of employment.

2.03 The Board agrees that the scheduled duties **of** employees as herein defined shall not be assigned to non-Union Board personnel, except for instructional purposes, emergency situations, or student employed as an assistant, provided such student employment does not reduce the hours of work or rate of pay of any permanent employee.

2.04 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Office of the Manager of Custodial Services and the President of the Union, with copies to the Secretary of the Union.

2.05 The Board agrees that there shall be no lockouts and the Union agrees that there shall be no strikes **so** long as this Agreement continues to operate.

2.06 Without proper authorization, an individual or group shall not represent the Union or the Board. Therefore, the Union will supply the Board with the names of its officers, stewards, members of committees and other representatives with whom the Board may be required to transact business and the Board will supply the Union with the names of its members, officers, agents, members of committees, supervisory and other personnel with whom the Union may be required to transact business.

ARTICLE 3
RELATIONSHIP AND CHECK OFF

3.01 The Board and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion by either of them or their representatives or members because of an employee's membership, or because of his activity or lack of activity in the Union.

3.02 All permanent and probationary employees shall become and remain members in good standing of the Union as a condition of employment.

3.03 The Board shall deduct from the wages of each employee such monthly union dues as are levied upon the members in accordance with its constitution, from the commencement of employment.

3.04 The Board will remit such amounts immediately after the fifth day of each month to the Treasurer of the Union. A list of names specifying individual deductions will be forwarded **within 10 working days** with the remittance to the Treasurer.

3.05 The Union will save the Board harmless in respect of any deductions or remittances made pursuant to this article.

3.06 All spare employees shall be assessed union dues at 3% **of** earnings subject to a maximum equivalent to the regular union dues. The Board will also **every 6 months** provide the Union with a list of spare employees.

ARTICLE 4

BOARD UNION-EMPLOYEE RELATION

4.01 For the purpose of negotiating collective agreements, the Union shall appoint a Negotiating Committee of not more than five members.

4.02 For the purpose of providing an orderly and speedy procedure for the settling of grievances, the Union shall appoint a Chief Steward. The Union may also appoint additional stewards as required with due regard for geographic areas.

4.03 The Union shall appoint a Grievance Committee of not more than three members plus the Chief Steward, who shall act as Chairman of the Committee.

4.04 Only permanent employees can serve as Stewards and/or members of the Grievance Committee.

4.05 The Union acknowledges that Stewards and members of the Grievance Committee have their regular duties to perform on behalf of the Board and that such persons will not leave their regular duties without receiving permission from their immediate Supervisor, which shall not be unreasonably withheld. They shall state their destination to their immediate Supervisor and shall report to him again at the time of their return to work.

4.06 No **pay** shall be forfeited for time off for meetings with Board Officials, which have been authorized by an Official of the Board.

4.07 It is understood that each party shall be entitled to such counsel and technical assistance as they may desire at any meetings of the parties.

4.08 Labour Management Committee

(a) A Labour Management Committee shall be established to discuss matters of mutual concern to the parties consisting of three representatives of the Union and three representatives of the Board. By mutual agreement of the Parties Union or Management Representatives may be added, if their presence is deemed necessary to the topic being discussed.

(b) The Committee shall meet at a mutually agreeable time and place. The agenda shall be prepared by the party requesting the meeting and shall be given to all members of the Committee at least 48 hours in advance of the meeting.

(c) A Board and a Union representative shall be designated as joint chairmen and shall alternate in presiding over meetings.

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Collective Agreement and its discussions and conclusions shall in no way be binding on either party.

4.09 The Union may request that the Secretary of the Union be allowed to attend all meetings as provided for in this article.

ARTICLE 5

DISCHARGE, SUSPENSION AND DISCIPLINE

5.01 Whenever the Chief Custodian deems it necessary to warn an employee of any misdemeanor in a manner that disciplinary action may follow, he shall immediately give written particulars of such warning to the Chief Steward and a copy to the employee involved.

5.02 A permanent employee may be dismissed only for just cause and only upon the authority of the Board, as vested in the Chief Custodian. When an employee is discharged or suspended, he shall be given the reason(s) in the presence of the Chief Steward, and the Chairman of the Grievance Committee and the Secretary of the Union shall immediately be advised in writing by the employer of the reason(s) for such discharge or suspension and a copy forwarded to the employee involved.

5.03 It being understood that the release of a probationary employee will not be subject to the Grievance Procedure, a claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Business at Step No. 2 within three working days after the discharge or suspension is affected. An employee wrongfully or unjustly discharged or suspended shall be reinstated in his former position, without loss of seniority, and shall be compensated for all time and benefits lost, at the rates for his position prevailing at the time of reinstatement, except where a lesser penalty is justified, in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

ARTICLE 6
GRIEVANCE PROCEDURE

6.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate Supervisor an opportunity to adjust his complaint. If an employee has a complaint, he shall discuss it with his immediate Supervisor within five working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, it may then be taken up as a grievance within three working days following receipt of the immediate Supervisor's decision, in the following manner and sequence.

Step No. 1:

The employee shall present his alleged grievance, in writing, signed by the employee and the Steward, to the Manager of Custodial Services. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. A meeting will then be held within five working days between the Manager of Custodial Services, the employee concerned and his Steward to discuss the grievance. The decision of the Manager of Custodial Services shall be delivered to the employee within three days following such meeting. If a settlement of the grievance is not achieved by the Manager of Custodial Services' reply, then it may be processed to Step 2, provided it is done so by the Union within three working days of receiving the reply.

Step No. 2:

The Union Committee shall present the grievance in writing to the Superintendent of Business. A meeting will be held within 15 working days between the Superintendent of Business and the Union Committee; a National Representative of the Union shall be present at the request of the Union. The decision of the Superintendent of Business shall be delivered in writing within five working days following such meeting. It is also understood that the Superintendent of Business shall have such counsel and assistance as he may desire at any meeting with the Union Committee.

6.02 Failing a settlement under Step No. 2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 7 and if no written request for arbitration is received within ten full working days after the decision in Step No. 2 is given, it shall be deemed to have been settled.

6.03 Any complaint or grievance arising directly between Board and Union may be submitted in writing by either party at Step No. 1 within five working days after the circumstances giving rise to the complaint or grievance have originated or occurred.

6.04 All decisions arrived at under the Grievance Procedure between representatives of the Board and the Union shall be final and binding upon the Board, the Union and the employee(s) concerned.

6.05 Where a time limit is established under this procedure, it shall be deemed to be exclusive of Saturdays, Sundays, and Statutory Holidays. It is understood that the time limits specified in the Grievance and Arbitration provision may be extended by mutual written agreement.

6.06 In all steps of the Grievance Procedure, where no written answer has been given within the time limit specified, the employee(s) concerned, the Union or the Board, as the case may be, shall be entitled to submit the grievance to the next step of the Grievance Procedure, including arbitration.

6.07 A grievance under this Agreement shall be defined **as** any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement.

ARTICLE 7
ARBITRATION

7.01 When either party decides that any difference as hereinbefore provided be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an Arbitrator.

7.02 Within five full working days thereafter, the other party shall nominate an Arbitrator and notify the party originating the request.

7.03 The two Arbitrators **so** nominated shall within five working days attempt to select, by agreement, a Chairman of the Board **of** Arbitration.

7.04 If they are unable to agree on such a Chairman, within a further period of five working days, either party may then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

7.05 No person shall be appointed or accept an appointment to an Arbitration Board, who is acting or has within a period of 12 months preceding the date of his appointment, acted in the capacity of solicitor, consultant, legal advisor, counsel or agent of either of the parties, or who has any pecuniary or personal interest in the matter(s) referred to the Arbitration Board.

7.06 The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

7.07 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

7.08 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding upon the parties hereto.

7.09 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

ARTICLE 8
PROMOTIONS AND SENIORITY

8.01 A temporary employee will have no seniority rights, and upon his becoming a permanent employee, his seniority shall date back to the day on which his last consecutive six months of employment began.

(a) Seniority:

The Custodian and Cleaner list will be in order **of** hire with the Board or date of transfer from either CUPE Local 986, or CUPE Local 1563. The normal promotional ladder from Custodian is - to Lead Hand - Elementary School, then to Lead Hand Secondary School, then to Senior Custodian.

When a cleaner is promoted to a Custodian, his initial position on the Custodial List will be his date of promotion until the 'trial period has successfully been completed, at which time the date of hire will be used.

(b) Appointments covers the situation where an employee is bidding for a demotion.

8.02 (a) **An** employee who leaves the bargaining unit but remains in the employ of the Board and is, if desirous, re-assigned to the bargaining unit, shall not accumulate seniority during **such** absence but shall be credited with the seniority for the time worked prior to leaving the bargaining unit. A person re-assigned to the bargaining unit shall start in the capacity of Custodian, or Cleaner.

(b) It is understood that any person employed by the Board in a position not covered by this Agreement and is transferred to a position covered by this Agreement, shall be credited for seniority purposes with total length of continuous service since he/she was last hired for the purpose of vacations and fringe benefits only.

(c) Within five working days from the date any vacancy is declared or new position is created, it shall be posted for five consecutive working days in every building where employees are working and a copy sent to the Union, so that all employees will have an opportunity to make written

application to the Board. Within five working days from the closing date for applications, the name of the successful applicant shall be posted in every building (as above) and a list of applicants shall be supplied to the Union. Vacancies and newly created positions shall be temporarily filled only for the period required for posting and appointment or for outside advertising and appointment if no applications from within the bargaining unit have been received. Extension of the limits shall be by mutual agreement only.

(d) For the purposes of more efficient operations and/or employee welfare, the Board reserves the right to transfer an employee and when effecting a transfer will notify, in writing, the Union and the employees involved. Should the initial re-location require the transfer of other personnel, such transfers shall be lateral only, mutually agreed to and any resultant vacancy posted in accordance with paragraph 8.02 (c) above. Requests for transfer on file with the Manager of Custodial Services will be considered prior to the posting of a position, **and** these will be discussed **with the** Union at **the** time **of** consideration,

(e) Where the health of an employee is in jeopardy and a mutually agreed transfer of two similar classified positions can be effected, no job posting shall be required. A custodian having a partial or temporary disability, acknowledged in writing by his physician, and who is unable to perform his regular duties shall exercise his seniority rights to bump into an eight-hour cleaner's position, provided his physician provides the Board with a letter that the employee is capable of carrying out the duties of the new position. A cleaner under the above mentioned circumstances shall bump another cleaner working less hours providing there is a physician's statement that the hours should be reduced and that the cleaner can carry out the duties of the position.

(f) For general information purposes only, a courtesy posting will be posted in the Custodial area of all schools when the posting procedure in one of the Locals does not provide a successful applicant.

8.03 (a) The Board and the Union mutually agree that the ability and efficiency of individual employees governs to a large extent the maintenance of efficient service to the public; therefore, in promotions, and appointments to fill vacancies, the seniority and ability of the employee shall be considered, as referred to in 8.03 (b) below.

(b) When two or more applicants for a position have relatively equal qualifications, including physical fitness and sufficient ability to do the job efficiently, then preference shall be given to the employee with the greatest seniority. It is understood that the Board's evaluation shall not be exercised in an arbitrary or discriminatory manner.

(c) The successful applicant shall be appointed for a trial period of 60 days worked, after which, conditional upon satisfactory service, the appointment shall become permanent. The length of the trial period may be changed by mutual agreement.

In the event that the successful applicant proves to be unsatisfactory in the new position during the trial period, or, if the employee finds that he is unable to perform the duties of the position, he shall return to his former position. Any other employee who is re-located because of the re-arrangement of position shall also return to his former position. In all cases relative to the above, there shall be no loss of seniority and the appropriate rate of pay shall be paid for each position.

(d) The Union may request information concerning appointments which do not follow the seniority list and, if not satisfied, may file a grievance in accordance with the provisions of the Grievance Procedure.

(e) For the purpose of clarity, positions, not locations, are bid on, and that when applying for positions receiving the same rate of pay, the transfer section 8.02 (d) of this Agreement shall apply.

8.04 An employee shall lose all seniority and his employment with the Board shall be terminated if he:

(a) voluntarily quits the employ of the Board;

(b) is discharged for just cause and the discharge is not reversed through the Grievance Procedure;

(c) is absent from work without permission, unless such absence is due to illness or other cause beyond his control;

(d) fails to report to work within five days after being notified by registered mail by the Board, with a copy to the Union, following a lay-off; or fails to advise the Board within three working days of his intention to report for work, pursuant to the notification;

(e) is absent on lay-off, unpaid sick leave (which includes Workers' Compensation Board) or LTDI for more than 24 consecutive months;

(f) utilizes a leave of absence for purposes other than those for which it was granted; or

(g) claims for sick leave falsely.

8.05 It shall be the duty of employees to notify the Board, promptly, of any change in address. If an employee fails to do this, the Board will not be responsible for failure of the notice to reach such employees.

8.06 A revised seniority list shall be posted within one month following the execution of this Agreement and every six months thereafter, showing the names of those employees having completed their probationary period and the date of their seniority. After such posting, each such list shall become final with respect to the employees designated thereon, except as to any employee who disputes the accuracy of his seniority date under the Grievance Procedure within one **calendar** month after the list is posted. **Seven** copies of all lists and amendments shall be furnished to the Union.

ARTICLE 9

LAY-OFF

9.01 The Board shall notify employees who are to be laid off at least five working days before the lay-off is to be effective or such longer period as required by Provincial Statutes, or pay the employees for the days during which work was not made available. Employees shall be laid off in the reverse order of seniority and recalled in the order of their seniority, provided that the senior employees possess the ability and efficiency to fill the available positions. Any executive officer of the Union may contact the Manager of Custodial Services, or through him any other Board Official to gain information concerning lay-offs. In the event that the Union is not satisfied with lay-offs, which do not follow the seniority list, the Union through its Grievance Committee may file and process a grievance under the provisions of the Grievance Procedure.

9.02 No overtime shall be worked on a regular basis for normally scheduled duties and no new employees hired until all those laid-off have been given an opportunity of re-employment.

9.03 The parties to this Agreement will abide by the terms and conditions set out below:

(a) That all High Schools which come within the jurisdiction of the Board shall be maintained by the Custodial members of the Union.

(b) That all buildings which come within the jurisdiction of the Board in the City of Sarnia shall be maintained by the Custodial members of the Union.

(c) That all buildings which come within the jurisdiction of the Board in the Town of Clearwater shall be maintained by the Custodial members of the Union.

(d) That all buildings which come within the jurisdiction of the Board in the Village of Point Edward shall be maintained by the Custodial members of the Union.

(e) That all buildings which come within the jurisdiction of the Board in the Town of Forest shall be maintained by the Custodial members of the Union.

(f) That all buildings which come within the jurisdiction of the Board in the Town of Petrolia shall be maintained by the Custodial members of the Union.

(g) That no permanent employee will be involuntarily relocated more than five miles from his residence or his normal reporting base as a direct result of "Contracting Out of Custodial Services."

(h) That no permanent employee in the employ of the Board as of the date of signing this Agreement shall be laid off on account of the Board contracting out any of its present custodial services.

(i) It is agreed that any building not included in the geographic areas mentioned above will be available for contracting out of custodial services.

9.04 In order that the operations of the Union will not become disorganized during lay-offs, members of the Local Executive and the Chief Steward shall be the last persons laid off and the first ones to be called back during their term of office.

ARTICLE 10
HOURS OF WORK

10.01 (a) The Board shall post the regular work schedules for all buildings and shall provide a minimum of five days notice in advance of a change of regular shift and shall provide reasonable notice in advance of all other change to work schedules except in the case of relief personnel, approved overtime, provision for absentees and provision for unscheduled work.

(b) The normal hours of work for full-time employees shall consist of five eight-hour days from Monday to Friday inclusive for a total of 40 hours per week.

(c) The normal hours of work for permanent part-time employees shall consist of five days per week, Monday to Friday inclusive; not less than three, nor more than eight hours per day; be consistent for the work week; and commence no later than 4:00 p.m. each day, unless otherwise mutually agreed. Part-time employees working beyond their normal hours during school holidays shall be by mutual agreement.

(d) The normal day shift shall be of no longer than nine hours duration, between the hours of 7:00 a.m. and 5:00 p.m., including one hour off for lunch and a 15-minute rest period during each half of the shift provided such rest period is taken on the premises, unless otherwise mutually agreed.

(e) The normal afternoon shift shall be of no longer than eight hours duration, between the hours of 3:00 p.m. and 12:00 Midnight, including one-half hour paid lunch period and one 15-minute paid rest period; both of which shall be taken on the premises, unless otherwise mutually agreed.

(f) The normal night shift shall be of no longer than eight hours duration, between the hours of 11:00 p.m. and 8:00 a.m. the following day, including one-half hour paid lunch period and one 15-minute paid rest period; both of which shall be taken on the premises.

(g) Some or all of the employees may be put on day shift during the Christmas and Winter Breaks and Summer vacations providing the Controller of the Plant feels it is feasible.

10.02 Authorized work performed in excess of the regularly scheduled hours of work per day or per week shall be paid at the rate of time and one-half the employees' regular hourly rate, except as noted in 10.03 and 10.04.

10.03 Authorized overtime work performed on a Sunday shall be paid at the rate of double the employees' regular hourly rate.

10.04 Authorized work performed on a Statutory Holiday shall be paid at the rate of double the employees' regular hourly rate, in addition to the pay normally allowed for such days.

10.05 In no case will an overtime premium rate be paid twice for the same hours worked.

10.06 Employees may be permitted to leave a building during the minimum 3 hour call-in, but will not receive additional pay if recalled during the same 3 hours. For alarm callouts between the hours of Midnight to 4 a.m., 4 hours rather than 3 hours will apply.

Where an employee is called in within 2 hours prior to his normal starting time, the overtime rate will apply only for the hours worked prior to the shift.

10.07 Overtime and call-back shall be divided fairly among the employees, who are willing, in the appropriate classification.

10.08 Employees may request that their overtime be banked for use as additional vacation or other leave at a mutually agreed time. The equivalent of one week at the employees regular hours may be banked. At the discretion of the Manager of Custodial Services, additional time may be banked if there are extenuating circumstances.

ARTICLE 11
HOLIDAYS AND VACATIONS WITH PAY

11.01 (a) For purposes of determining an employee's eligibility for vacations and vacation pay, the vacation year shall be from July 1st to June 30th of the following year.

(b) Employees with less than one year service shall be entitled to one day vacation with pay for each complete month of service, with a maximum of ten working days vacation with pay.

(c) All permanent employees with more than 12 months of seniority who are on the active payroll of the Board shall be granted an annual vacation of two weeks with pay.

(d) All permanent employees with more than four years of seniority who are on the active payroll of the Board shall be granted an annual vacation of three weeks with pay.

(e) All permanent employees with more than ten years of seniority who are on the active payroll of the Board shall be granted an annual vacation of four weeks with pay.

(f) All permanent employees with more than 18 years of seniority who are on the active payroll of the Board shall be granted an annual vacation of five weeks with pay.

(g) All permanent employees with more than 24 years of seniority who are on the active payroll of the Board shall be granted an annual vacation of six weeks with pay.

(h) All permanent employees with more than 30 years of seniority, who are on active payroll of the Board, shall be granted an annual vacation of seven weeks with pay.

(i) Employees shall be granted the increased vacation of the 4th, 10th, 18th, 24th and 30th year in the calendar year in which the employee's anniversary date falls.

11.02 An employee whose employment is terminated or who is laid off will be granted a pro rata lesser amount of vacation pay based on the period that he has been in the active employ of the Board since the date on which he became entitled, to his immediate previous vacation, if any. When an employee dies, his estate will be credited with the value of vacation credits owing him.

Employees on WCB for more than 6 months will not be considered on the active payroll of the Board for purposes of vacation pay.

11.03 Vacations must be taken during a period approved by the Manager of Custodial Services and shall coincide with the school holidays. Exceptions may be considered by the Manager of Custodial Services and granted on an individual circumstances basis.

11.04 One working day off with pay will be granted for the following holidays:

- | | |
|-------------------|-----------------------------|
| 1) New Year's Day | 7) Labour Day |
| 2) Good Friday | 8) Thanksgiving Day |
| 3) Easter Monday | * 9) Remembrance Day |
| 4) Victoria Day | 10) Christmas Day |
| 5) Dominion Day | 11) Boxing Day |
| 6) Civic Holiday | 12) Christmas Break Holiday |

* Remembrance Day when declared and recognized as a School Holiday. The working day before Christmas and the working day before New Year's, except when it falls on a scheduled school day and any other holiday proclaimed by the Board.

11.05 In order to qualify for holiday pay, the employee must work his full scheduled shift on each of the work days immediately preceding and immediately following the holiday concerned. However, an employee on approved leave of absence not exceeding seven working days, will receive pay for the Holiday, if otherwise eligible. (Employees on lay-off or Workers' Compensation only are not entitled to holiday pay.)

11.06 If a Statutory Holiday falls in a vacation period, it shall be added to the beginning or the end of the vacation period, or taken at a time agreed on by the employee and the Manager of Custodial Services.

11.07 An employee who is hospitalized during his scheduled vacation period will have the time deducted as sick leave and have the equivalent time deducted as rescheduled vacation. Exceptions due to the employees serious illness may be considered on individual circumstances at the sole discretion of the ~~Manager~~ of Custodial Services. The same concept will apply to Bereavement Leave occurring during the employee's vacation.

ARTICLE 12
SICK LEAVE PLAN

12.01 Every "Permanent employee" shall accumulate sick leave credits at a rate of one hour for every ten hours **of** actual regular hours worked. No sick leave credit shall be lost due to absences covered by clause 13.02 and 13.04 (a).

12.02 Unless prevented from doing so by circumstances beyond his control (proof of which must be substantiated), every employee who is going to be late or absent from work for whatever reason, shall notify his supervisor or other designated Management representative as early as possible in advance of his shift, **so** that the Board shall have an opportunity to find a replacement and have him available at the start of the shift. Failure to comply may result in disciplinary action.

12.03 Sick leave may be granted subject to the following conditions:

(1) When reporting sick, the Board may require a Physician's Certificate stating when the doctor saw the employee, the nature of the illness, and the expected return to work date, be produced.

(2) In all cases, a Physician's Certificate shall be supplied to the Board when the absence due to illness is for more than three days.

(3) When absence is covered by Workers' Compensation, employee sick leave credits shall be debited the equivalent number **of** days as the number of days pay for which the Board is liable.

(4) For each day of illness, the employee's accumulated credits will be debited an amount equal to the number of hours in the employee's normal working day and paid at his current hourly rate.

(5) Probationary and temporary employees are not entitled to sick leave. Upon completion of the probation period, an employee shall be credited sick leave as calculated in clause 12.01 for each completed month of continuous service.

12.04 Subject to Section 12.05 hereof, when an employee whose seniority date is prior to May 3rd, 1973, ceases to be employed by the Board and has more than two years service or when such an employee having less than two years service dies, there shall be paid to him, or his Estate, an amount equal to the maximum permitted under the Municipal Act of his sick leave credits computed on the basis of his daily rate of pay at the date of termination of employment but shall not be in excess of the one-half years basic earnings immediately prior to termination of employment. Employees transferring to another Board or other employer with a reciprocal sick leave plan will not be entitled to payment under this clause.

12.05 Any employee discharged by the Board for just cause shall lose or forfeit all benefits under this plan.

12.06 A Union-Management Committee will be formed to discuss their mutual concern, re sick leave abuse, and the ways and means of eliminating sick leave abuse.

12.07 Where an employee has established a pattern of, or has excessive sick leave usage, the Union-Management Sick Leave Committee may require the employee to undergo a physical examination by a physician chosen by the above committee.

12.08 Holidays designated in Section 11.04 occurring during the period when an employee is on paid Sick Leave shall not be charged against the employee's Sick Leave Credits, but shall be paid as a holiday.

12.09 The above does not limit the Board's right in any way to discipline or discharge employees for sick leave abuse.

ARTICLE 13
LEAVE OF ABSENCE

13.01 The Board may grant leave of absence at its discretion. Except as provided in this Article, whenever an employee applies for a leave of absence, the application shall be in writing. Any such leave 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.

13.02 The Board may grant leave of absence, without pay, to not more than five employees to attend Union Conventions or Seminars, up to a total maximum of 20 man days per year, for any one employee. Such leaves shall not exceed an aggregate of 100 man days per year.

13.03 Seniority will accumulate during authorized leaves of absence.

13.04 (a) An employee will be allowed from one up to five days off with pay when the death of a relative occurs, to attend the funeral, a service, or to attend estate matters. An employee will be allowed one day off with pay, if necessary, to attend a funeral where he serves as a pall-bearer. The time allowed, the extension of the time limit, and time off for attending any funeral for which an allowance can be justified, shall be subject to the approval of the Manager of Custodial Services or his designate. (The Union will be notified of the designate when appointed.) This clause applies only to those employees scheduled to work, or on scheduled vacation, and does not apply to employees on leave of any type or lay-off.

(b) All employees will be allowed one day off without pay to attend the graduation of a son or daughter, or for a wedding of a son, daughter, brother or sister.

13.05 An employee who is elected or appointed to a full-time position with the Union, shall be granted leave of absence, without salary or other benefits, for a period of up to two years. Such leave may be extended by the Board. Such employee may pay the full cost through the Board of any insurance benefits under this Agreement upon written application to the Personnel and Employee Relations Manager and agreement to pay monthly in advance.

13.06 Jury Duty

An employee who is called for jury duty or subpoenaed as a witness in an action which the employee is not a party involved in the action will receive for each day of necessary absence his regular wages, provided the employee remits the jury fee or witness fee received by him to the Board for said days. If the fee is not remitted to the Board within one month of return to work, the employee will be deducted his regular pay for all days absent.

13.07 Maternity Leave

The Board agreed to grant maternity leave in accordance with The Employment Standards Act, 1974, Part XI.

The Board shall provide for employees on maternity leave a Supplementary Unemployment Benefits Plan, approved by the Canada and Immigration Commission. For each week of the two-week mandatory waiting period, the plan will pay a sum equal to the UIIC benefit that would be payable to the employee each week of the benefit period.

13.08 An employee will be allowed up to one day for serious illness requiring hospitalization in the immediate family, Additional time may be granted for exceptional circumstances at the discretion of the Manager of Custodial Services.

13.09 An employee will be allowed up to one day Leave of Absence with pay for the purpose of writing examinations involving courses of 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.

ARTICLE 14
INSURANCE AND PENSION BENEFITS

14.01 The Board agrees to contribute 90% premium including semi-private hospital accommodation, for all eligible full-time employees of the Board.

14.02 The Board agrees to contribute 90% of the premium for an Extended Health Care Plan, including an \$125.00 Vision Care feature for all eligible full-time employees of the Board. The Plan pays for all eligible items exceeding the deductible amount of \$25.00 in each employee's benefit year period. To qualify for payment for replacement glasses or lenses, the employee must have a change in prescription. **Effective September 1, 1991 Vision-Care is amended to \$150 and to \$200 effective April 1, 1992.**

14.03 The present Life Insurance Plan, that provides a maximum benefit of three times employee income, is to remain in effect until such time as an alternate plan is endorsed by both parties. The Board agrees to contribute 90% of the monthly premiums for all eligible full-time employees of the Board.

14.04 All permanent employees shall become members of the Ontario Municipal Employee Retirement System. The Board agrees to pay 50% of the total contributions required under the Ontario Municipal Employee Retirement System Act, and/or regulations and tables.

14.05 The Board agrees to contribute 90% of the premiums for a dental plan (Blue Cross Dental Plan #9 plus Space Maintainers, 1987 O.D.A. Schedule or equivalent, effective April 1, 1989) for all eligible full-time employees of the Board. Permanent part-time employees, employed more than 24 hours per week, are eligible to join the plan, with the premium contribution as per 14.09. **(Effective April 1, 1990, 1988 O.D.A. shall apply.) Effective September 1, 1991 the ODA is amended to 2 years behind current and April 1, 1992 to 1 year behind current.**

14.06 Employee(s) on unpaid leave of absence for any reason, including illness, will pay 100% of the cost to maintain their benefits for any month(s) where there is no remuneration received from the Board. Employees retiring early on OMERS may stay in the Group Life Insurance Plan until age 65, subject to the approval of the Carrier at 100% employee cost.

14.07 All benefit coverage is subject totally to the terms and conditions of the applicable policies. It is understood for this clause that the premiums are not considered part of the policy. A copy of the applicable policy(ies) is available to the Union on request.

14.08 A mutually agreed Long Term Disability Income Plan, 100% employee paid, shall be administered by the Board for all permanent employees who are regularly employed 24 hours per week or more.

14.09 Benefits - Part-time Employees

Permanent part-time employees may join the plans under the conditions mentioned in 14.01, 14.02, 14.03 and 14.05. The Board's share of premiums for employees hired prior to March 1, 1978 shall be the same percentages as for full-time employees. For employees hired on or after March 1, 1978, the premiums will be determined as follows:

<u>Scheduled on a Daily Basis for:</u>	<u>Board's Share of Premiums</u>
3 hours but less than 4 hours	40%
4 hours but less than 5 hours	50%
5 hours but less than 6 hours	60%
6 hours but less than 7 hours	70%
7 hours but less than 8 hours	80%

14.10 The Board and the Union shall establish a Benefits Committee of 6 members, 3 to be appointed by each party. The Committee shall report to the Parties on the best utilization of the benefit dollar.

ARTICLE 15
GENERAL CONDITIONS

15.01 The Board reserves the right to utilize Board owned equipment to the best advantage of the operation of the school system and will not restrict the use of equipment to any one person or persons.

15.02 No employee shall be hired initially nor shall any employee temporarily laid off be rehired at a rate which is lower than the established rate for the position by the salary schedule attached hereto; except students hired for temporary employment.

15.03 An employee who temporarily replaces a lower paid employee shall receive his regular hourly rate and an employee who is temporarily assigned to a higher paid classification shall receive the higher hourly rate for the hours worked in the higher classification.

15.04 No employees covered by the Agreement will be required to take time off in lieu of overtime worked. All overtime work shall be on a voluntary basis.

15.05 The Union shall be accorded the right, and space will be made available, to have notices of Union business posted on all bulletin boards as may be approved by the Board. The Board further agrees to post on the receiving room bulletin board, a copy of all orders, regulations or instructions affecting the working conditions of the Custodial employees and to send a copy to the Secretary of the Union.

15.06 This Agreement is approved in total or in part by both parties subject to the provisions of any statutes of the Province of Ontario.

15.07 Whenever employees are required to work emergency overtime, in excess of two hours beyond their normal work day shift of eight hours, the Board shall pay such employees so retained, a meal allowance of \$6.00.

The above shall not apply to overtime while performing normal duties.

15.08 The normal retirement date for all employees shall be the end of the month in which the employee reaches age 65, except where early retirement arrangements are requested and/or mutually agreed to.

15.09 The Union shall be notified of all vacancies, appointments, transfers, lay-offs, recalls, hirings, terminations of employment, retirements, suspensions, other disciplinary actions, accidents or injuries involving loss of time.

15.10 Copies of the agenda and minutes of Board meetings will be forwarded to the Union.

15.11 The parties will equally share the cost of printing sufficient copies of the Collective Agreement in booklet form. The contract to have these printed shall be let within 30 days of the signing of the Agreement.

15.12 The Board agrees to pay up to **50%** of the cost of safety shoes, subject to a maximum Board contribution of **\$7.50** per year per permanent employee. Purchase and payment to be according to Board regulations.

15.13 Wherever the masculine is used in this Collective Agreement, it shall be considered as if the feminine has been used where the context so requires.

15.14 An employee shall not lose pay if sent home by the Chief Custodian due to snowstorm conditions. If the roads are closed by the OPP, then the employee shall phone his Supervisor for instructions.

ARTICLE 16
DURATION OF AGREEMENT

16.01 The Agreement shall become effective on the 1st of March, 1991, and shall remain in effect until the 28th of February, 1993, and thereafter until replaced by a new Agreement,

16.02 At any time after October 1st, **1992**, either party may give ten days notice to the other party suggesting amendments to or termination of the Agreement. If such notice is given, negotiations for a new Agreement shall take place within 20 days of such notice. If no proposals for amendments or notice of termination are put forward by either party, this Agreement shall continue in effect until February 28th, **1994**, and from year to year thereafter, unless changed or terminated as provided herein.

16.03 Notwithstanding 16.02, the parties may before or after a Collective Agreement has ceased to operate, agree to continue its operation or any of **its** provisions, for a period of less than one year while they are bargaining for its renewal with or without modifications or for a new Agreement, but such continued operations does not bar an application for certification or for a declaration that the Trade Union no longer represents the employees in the bargaining unit.

ARTICLE 17

CLASSIFICATIONS, WAGE RATES, PREMIUMS AND ALLOWANCES

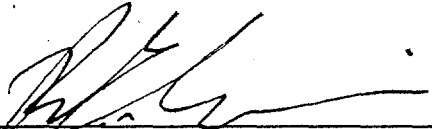
17.01 All job classifications, wage rates, premiums and allowances shall be typed, attached to and be part of this Agreement and be referred to as Schedules 'A' to 'F' inclusive.

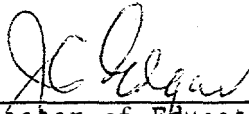
C.U.P.E. 1019

WITNESS the hands and seals of the President, Recording Secretary, and National Representative of the Union, and the Board Seal of the said Board, attested by the signatures of its Chairman and Secretary.

DATED AT SARNIA, ONTARIO, this 24th day of June, 1991.

FOR THE LAMBTON COUNTY BOARD
OF EDUCATION


Chairman


Director of Education and
Secretary of the Board

FOR CANADIAN UNION OF PUBLIC EMPLOYEES
on behalf of its LOCAL 1019


President


Recording Secretary


National Representative

THE LAMBTON COUNTY BOARD OF EDUCATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1019

S C H E D U L E ' A '

JOB CLASSIFICATIONS

- | | | |
|------------------------|---|---|
| Probationary Cleaner | - | From date of hiring until permanent status achieved |
| Cleaner | - | Permanent employee |
| Probationary Custodian | - | From date of hiring until permanent status achieved |
| Custodian | - | Permanent employee |
| Lead Hand | - | Employee assigned the duties of Lead Hand |
| Senior Custodian | - | Employee placed in charge of an elementary school(s) |
| Spare | - | Temporary replacement for absent employees |

SCHEDULE ' B '

WAGE RATES

	<u>HOURLY WAGE RATES EFFECTIVE</u>	
	<u>MARCH 01, 1991</u>	<u>MARCH 01, 1992</u>
Spare Cleaner	\$10.22	\$10.78
Spare Custodian	12.00	12.66
Probationary Custodian	12.00	12.66
Custodian	13.52	14.26
Probationary Cleaner	10.22	10.78
Cleaner	11.38	12.01

COST OF LIVING ALLOWANCE

(a) A Cost of Living Allowance if applicable shall be paid for the period specified.

(b) Computation:

The amount of COLA shall be computed according to the following formula:

Hourly rate received by the employee during the current year X A , where A is calculated as follows:

$$A = \frac{(\text{CPI published Jan. 1993} - \text{CPI published Jan. 1992}) \times 100 - 5.50\%}{\text{CPI published Jan. 1992}}$$

(c) The COLA shall be paid in March 1993. No COLA shall be paid in excess of 1.50% so that the total increase for the contract year March 1, 1992 to February 28, 1993 shall not exceed 7%.

(d) Fold In:

The increase generated in (c), if applicable, shall be folded into the March 1, 1992 rates.

(e) Definitions, Interpretations and Regulations

- i) CPI is the Consumer Price Index published monthly by Statistics Canada (1981 = 100)
- ii) In no case may the rates be lower than the corresponding base amount for the previous year.
- iii) The Cost of Living Allowance for employees on a part-time basis shall be pro-rated.

S C H E D U L E ' C '

RESPONSIBILITY ALLOWANCES

Lead Hand Premiums

- 1) In secondary schools, the custodian responsible for supervising work in the absence of the Chief Custodian shall receive **55 cents per hour (60 cents per hour effective March 1, 1992)** for each hour so responsible.

- 2) In elementary schools, the custodian responsible for supervising work on a shift where there is no senior custodian shall receive **25 cents per hour** for each hour so responsible.

The above shall not apply to the 12 midnight to 8 a.m. shift, unless there is a crew of at least four employees working on such shift.

Responsibility Allowance

The responsibility allowance paid to senior custodians in elementary schools will be **45 cents per hour (50 cents per hour effective March 1, 1992)**.

Where two full-time custodians are employed in an elementary school, they shall rotate their hours **of** work bi-weekly with no alteration in their respective rates of pay, other than shift premiums.

Basis of Payment of Responsibility Allowances

Employees shall be entitled to responsibility allowances as set out in Schedule 'C' if specifically assigned the responsibilities of a senior custodian or lead hand in the absence of the regular senior custodian or lead hand. These responsibility allowances will only be paid for time worked after an initial period of five consecutive weeks of the assigned responsibility and only after payment of the responsibility allowance has ceased to be paid to the regular recipient. After the regular recipient has been absent for a period of 13 weeks, the responsibility position will be posted and on returning to work this employee will assume the duties **of** a custodian, unless it is mutually agreed otherwise due to the circumstances of the absence. Nothing contained in this Agreement will oblige the Board to establish a responsibility position for a school, nor to pay for more than one responsibility allowance per elementary school and no more than one responsibility allowance per shift in each secondary school.

A joint Union-Management Committee will review the performance of employees in positions of responsibility where the Board feels the employee's performance is less than average. The Committee will meet with the employee and take such action as it deems necessary including termination **of** the responsibility allowance.

The above does not limit the Board's management rights.

S C H E D U L E ' D '

SHIFT PREMIUM

All employees, on regular shifts, shall be paid a premium in addition to the prevailing hourly rate as follows:

(a) 30 cents per hour (**35 cents per hour effective March 1, 1992**) for a shift in which the greater number of hours worked fall within the afternoon shift as defined in 10.01 (e).

(b) 30 cents per hour (**35 cents per hour effective March 1, 1992**) for a shift in which the greater number of hours worked, in any day, occurs between 12:00 Midnight and 8:00 a.m.

SCHEDULE 'E'

BUILDING CHECKS

If required by the Chief Custodian, a custodian in charge **of** a school will be responsible for a check of the building each Saturday, Sunday and Holiday, for which **two** hours straight time will be paid for each check made. Should time in excess of this **two** hours be required to correct or prevent problems in the building, the total time shall be paid at the prevailing overtime rate.

S C H E D U L E ' F '

MILEAGE ALLOWANCE

(a) Any employee not in receipt of car allowance, who is required to work at more than one school in any one day, and who is requested by the Board to relocate himself using his own automobile, and does in fact use his vehicle, shall be paid \$1.50 per relocation or **32** cents per kilometre travelled per relocation, whichever is the greater. If the Board increases the relocation rate for any other employee group to more than \$1.50 per relocation or **32** cents per kilometre travelled per relocation, during the term of this contract, then the rates of \$1.50 and 32 cents will automatically be adjusted to match the new rates for the other employee group, with the effective date being the same as the other employee group.

(b) Any employee temporarily relocated by the Board, and who is required to travel more than five miles one way in addition to his regular travelling between his residence and normal reporting base, shall be paid mileage allowance as in (a) above for the distance in excess of the additional five miles.

(c) If the Board policy re mileage allowances is changed, employees will be paid the higher **of** the allowances stated in (a) above or in the Board policy. The Union will be advised of any mileage rate changes that may occur.

LETTERS OF UNDERSTANDING

Unless withdrawn as provided in the letters or amended in negotiations, all letters of intent will be renewed automatically for each new contract.

LETTER #1

1977 03 24

Re: 10.01 (a), (c), (d) and (e), 10.08, 15.04, Schedule C

The above sections all come under the understanding that request for changes, or time off, may be accommodated through mutual agreement between the employee(s) concerned and his Chief Custodian.

This letter of understanding may be withdrawn upon 30 days notice of either party.

K.J. Toutant
For the Board

D. Whiting
For the Union

LETTER #2

Re: Starting Time 10.01 (c) and (d)

For the duration of this Agreement, the times in 10.01 (c) and (d) will read 6 p.m., 6 a.m. and 6 p.m. respectively. A further clarification of the article is outlined below.

1. 10.01 (d)
 - i) That the starting time for custodians in elementary schools will be 6 a.m. with the provision that the starting time could be later if it appeared to be a more efficient usage of time. This would naturally require discussion with the custodial staff, the Chief and possibly with the Principal of the school.
 - ii) The normal day shift would remain as in the Agreement, as no longer than nine hours including the one-hour lunch period and two 15-minute rest periods.
 - iii) The secondary school starting time would stay as it is.
2. 10.01 (c)
 - i) The intent of amending 4 p.m. to 6 p.m. is to ensure that the majority of school activities are completed, hence not hindering the cleaners in the carrying out of their duties. Again the starting time could be earlier if, through discussion, the Chief Custodian for the area felt the schedule was just as efficient. It could also be later, by mutual agreement, if all the staff wished to start at a later time.
3. Prior to implementation, matters concerning the above discussion shall take place with the Union Executive.

K. J. Toutant
For **the** Board

D. Whiting
For the Union

LETTER #3

1980 10 01

Re: 12.07

The parties agree that the Union-Management Sick Leave Committee may designate an employee as a permanent spare for a period of one year under Section 12.07 of the Agreement. Employee(s) designated as permanent spare will have their status reviewed after six months for consideration, of a regular reporting base, dependent on performance. The employee must be available to work in all schools, and will be paid mileage for reporting to any school which is beyond five miles from their previous regular reporting base. For benefit purposes, part-time employees will be considered as working the same number of hours as when they were at a regular location even though their daily hours may vary due to location, which could result in the employee working more than their previous regular hours. In no event will the employees be required to work less than their previous regular hours.

K. J. Toutant
For the Board

D. Whiting
For the Union

LETTER #4

1981 02 17

Re: 10.01 (d), (e) & (f)

For the normal shifts in 10.01 (d), (e) & (f), for purposes of pay, a day means that day where the majority of hours of the shift are worked by the employee.

K. J. Toutant
For the Board

D. Whiting
For the Union

LETTER #5

1984 03 29

Re: 10.01 (e)

It is intended that the following words are to be included after "midnight" when interpreting this clause; "unless mutually agreed otherwise".

K. J. Toutant
For the Board

D. Whiting
For the Union

LETTER #6

Re: Christmas Holiday Schedule

It is mutually agreed that the day before New Year's and Christmas will be observed consecutive with the Christmas Day, Boxing Day and Christmas Break holidays, to provide 5 days off with pay, provided they are not scheduled school days.

K. J. Toutant
For the Board

D. Whiting
For the Union

LETTER #7

A trial project will be run at 5 schools where the hours scheduled will be developed through the staff and the Chief Custodian, subject to the final approval of the Manager of Custodial Services and the Union Executive. (Note: The schools selected will be on a voluntary basis.)

K. J. Toutant
For the Board

D. Whiting
For the Union

LETTER #8

If in subsequent years the Payroll Tax is reverted back to the same OHIP requirements, OHIP will be reinstated in 14.01

K. J. Toutant
For the Board

E. Cooper
For the Union