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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 1563

I N D E X

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C O L L E C T I V E A G R E E M E N T

B E T W E E N



THE LAMBTON COUNTY BOARD OF EDUCATION
(hereinafter called "The Board")

OF THE FIRST PART

- A N D -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1563

(hereinafter called "The Union")

OF THE SECOND PART

ARTICLE 1

RECOGNITION AND SCOPE

1.01 This Collective Agreement shall apply to all support staff of the Board, save and except supervisors, persons above the rank of supervisor, transportation officers, assistants to the Controller of Plant Operations, planning officers, attendance counsellors, guidance counsellors, consultants, psychologist, psychometrists, social workers, construction inspectors, senior buyer, persons employed in Personnel services, persons employed under a teaching contract, secretary to the Director of Education, secretary to the Controller of Plant, secretaries to senior superintendents, typing and dictation services senior secretary, secondary school office supervisors, except for elementary school secretaries persons regularly employed for not more than 20 hours per week, students employed during a school vacation period and/or on a co-operative training program, teacher assistants, and persons covered by subsisting collective agreements between the Board and the Union.

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.

1.02 The Board recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Board in the bargaining unit defined above.

1.03 Employees of the Board excluded from this Agreement may from time-to-time, in performing their usual job function, perform some of the work normally performed by employees coming within the scope of this Agreement. Such work shall not result in a reduction of scheduled hours or basic pay of employees under this Agreement.

ARTICLE 2

RESERVATION OF MANAGEMENT FUNCTIONS

2.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive right and function of the Board to:

- (a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;
- (b) hire, retire, classify, direct, transfer, promote, demote, lay off, discipline, suspend or discharge employees, provided that a claim of discriminatory demotion, discipline or suspension, or a claim that a permanent employee has been discharged without just cause may be the subject of a grievance and be dealt with as hereinafter provided;
- (c) generally to manage the services and operations in which the Board is engaged and, without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number and locations of establishments, to determine the work to be performed, and the scheduling of such work, and the methods and work procedures to be followed.

ARTICLE 3

NO DISCRIMINATION OR COERCION

3.01 No discrimination, intimidation, or coercion will be practiced or permitted by either the Board or the Union, or any of their officers or representatives, against any employee by reasons of race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, or by reason of her membership, activity or lack of activity in the union.

ARTICLE 4

UNION SECURITY

4.01 All employees covered by this Agreement shall, as a condition of continued employment, become and remain members in good standing in the Union upon completion of their probationary period.

4.02 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.

4.03 All sums deducted pursuant to Section 4.02 will be remitted to the Secretary-Treasurer of Local 1563 not later than the 10th day of the month following, accompanied by a list of employees in respect of whom deductions have been made.

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

4.05 All correspondence between the parties arising out of this Collective Agreement, or incidental thereto, shall pass to and from the Personnel and Employee Relations Manager of the Board and the President of Local 1563.

4.06 All new employees covered by this Agreement shall be informed at the time of hiring that there is a Union Agreement covering their terms of employment, plus be provided with the list of the union Executive and stewards that is given to the Personnel Department from the Union annually.

ARTICLE 5

UNION REPRESENTATION

5.01 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not more than three (3) employees, and will recognize and deal with such Committee on any matter properly arising out of this Collective Agreement. One member of the Grievance Committee will be appointed chairman of this Committee.

5.02 An employee shall not be eligible to act as a member of this Committee until after she has completed her probationary period of employment.

5.03 The Union may appoint stewards as required, with due regard for geographic areas. The Union agrees to supply the Board with the names of the committee personnel and stewards and will keep such list up-to-date at all times.

5.04 It is understood and agreed that representatives of the Board will not be called upon to meet with the Grievance Committee during the regular working hours if, in the opinion of the Personnel and Employee Relations Manager, the operations of the Board would thereby be seriously affected. The Board will compensate member(s) of the Grievance Committee and stewards for time lost while attending meetings called by representatives of the Board during regular working hours.

5.05 The Union acknowledges that members of the Grievance Committee and stewards 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 her again at the time of their return to work.

5.06 In grievance meetings and negotiations with the Board, the Union may have the assistance of a representative of C.U.P.E.

- 5.07
- (a) A Labour Management Committee shall be established to discuss matters of mutual concern to the parties consisting of three (3) representatives of the Union and three (3) representatives of the Board. The number may be expanded to allow for outside **CUPE Representative(s)**, with the Board being able to add the equivalent number of **Representative(s)** also.
 - (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.

5.08 For the purpose of negotiating collective agreements, the Union shall appoint a Negotiating Committee of not more than five members. The Board will compensate member(s) of the Negotiating Committee and stewards for time lost while attending meetings called by representatives of the Board during regular working hours.

ARTICLE 6

GRIEVANCE PROCEDURE

6.01 A grievance may only arise from a dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement. A complaint shall, in the first instance, be submitted verbally by an employee to the immediate supervisor and, if the employee or supervisor so desires, a steward may be present. If a suitable adjustment is not made within five (5) working days, and if in the steward's opinion a grievance is justified, the grievance shall be put forward in writing, signed by the employee, and filed with the employee's supervisor no more than ten (10) working days following the alleged circumstances wherein the grievance originated or occurred.

Such grievance shall be processed in the following manner :

Step No. 1

The employee shall discuss her written grievance with her supervisor and one other administrative representative who may be present, and she will have the assistance of a steward in processing such grievance. The supervisor shall reply to the grievance in writing and within ten (10) working days.

If the reply is not satisfactory to the employee concerned then she may, but only within five (5) working days from the date of the receipt of the reply of the supervisor, submit the grievance to the Personnel and Employee Relations Manager as outlined in Step No. 2.

Step No. 2

The employee shall submit her grievance to the Committee who may then take the grievance up with the Personnel and Employee Relations Manager and such other representatives of the Board as the Personnel and Employee Relations Manager may determine. Such a meeting shall be held within ten (10) working days from the date of the receipt of the grievance by the Personnel and Employee Relations Manager, and his reply shall be given to the Committee within ten (10) working days of such meeting.

Failing a satisfactory settlement of the grievance being reached in Step No. 2, the Committee may, but only within five (5) working days of the reply of the Personnel and Employee Relations Manager, invoke Step No. 3.

Step No. 3

Failing a satisfactory settlement of the grievance being reached in Step No. 2, the Employee, or in the case of a policy grievance, the Union, may submit the grievance to the Superintendent of Business. The Superintendent of Business shall arrange for a meeting between the Grievance Committee and Board representatives and any other Board or Union representatives and the grievor, if required. The Superintendent of Business shall give his reply to the Union within fifteen (15) working days of such meeting.

Failing a satisfactory settlement of the grievance being reached in the above proceedings, the Union may, but only within fifteen (15) working days of the reply of the Superintendent of Business, give notice in writing to the Board of its intention to refer the dispute to arbitration.

6.02 It is understood that the Union may file as a grievance any complaint or allegation that there has been, by way of general application, a misinterpretation, violation or non-application of this Agreement, at Step No. 2, provided:

- (a) the grievance is filed no later than five (5) working days following the alleged circumstances giving rise to the grievance,
and
- (b) the foregoing will not be used to bypass the regular grievance procedure, and the Board may refuse to consider any such grievance if the circumstances are such that the matter could have been filed as the grievance of an employee or grievances of more than one employee.

6.03 Any of the time limits mentioned in this article may be extended by mutual agreement between the parties. If the Board fails to observe any time limit, without mutual agreement, the Union may advance the grievance to the next step, including arbitration. If the Union fails to observe any time limit, without mutual agreement, the Board may consider the grievance resolved on the basis of its last decision.

6.04 For the purpose of this Agreement, "working days" shall exclude Saturdays, Sundays and paid holidays.

6.05 Replies to grievances shall be in writing.

ARTICLE 7

ARBITRATION

7.01 If a grievance remains unsettled following the appropriate procedure set forth in Article 6, it may be submitted to arbitration provided the request is made by registered mail addressed to the other party to this Collective Agreement, indicating the name and address of its nominee to the arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two arbitrators shall then endeavour to select an impartial chairman. If the other party fails to appoint an arbitrator within the ten (10) working days, or if the two arbitrators fail to agree upon a chairman within a further fourteen (14) days, then either party may apply for an appointment as provided for under the Ontario Labour Relations Act.

7.02 The board of arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.

7.03 The decision of the majority shall be the decision of the board of arbitration, and where there is no majority decision then the decision of the chairman shall be the decision of the board of arbitration.

The decision of the board of arbitration shall be final and binding and enforceable on all parties, but in no event shall the board of arbitration have any power to change this Collective Agreement or to alter, modify, amend or add to any of its provisions. The board of arbitration may, however, where an employee has been discharged or otherwise disciplined by the Board for cause, substitute such other penalty for the discharge or discipline as the board of arbitration deems just and fair in all the circumstances.

7.04 Each of the parties shall pay:

- (a) the fees and expenses of the arbitrator it appoints, and
- (b) one-half the fees and expenses of the chairman.

7.05 At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the board of arbitration to have access to the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 8

NO STRIKES OR LOCKOUTS

8.01 In view of the orderly procedure established by this Collective Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of work and the Board agrees that there will be no lockout of employees.

ARTICLE 9

DISCIPLINE, SUSPENSION AND DISCHARGE

9.01 A censure of an employee by the Board, or by any of its representatives, which indicates dismissal may follow upon repetition of the reason for censure or upon failure to perform to the Board's standard by a given date, shall be confirmed in writing within five (5) working days thereafter to the employee, with copy to the President of Local 1563.

9.02 An employee with seniority who is discharged or suspended for more than five (5) working days may file a grievance at Step No. 2 of the grievance procedure, but only within three (3) working days after the commencement of such discharge or suspension. An employee with seniority, who is suspended for five (5) working days or less, may file a grievance at Step No. 1 of the grievance procedure, but only within three (3) working days after the commencement of such suspension.

9.03 Employee(s) with seniority who are discharged or suspended shall receive within five (5) working days of the discharge or suspension, written confirmation of the action taken. At the time of the action being taken, the employee shall be given the reason or reasons for the action, and, if the employee so chooses, in the presence of a steward.

ARTICLE 10

SENIORITY

10.01 Seniority shall be determined by the length of continuous service in positions covered by this Collective Agreement.

10.02 The Board shall maintain a seniority list for all employees showing name, classification and date of hire.

10.03 A revised seniority list shall be sent to the President of the Local Union and posted in the Board's Administration Building in January of each year. Additional copies will be provided to the Secretary as required for posting on all other bulletin boards. Any challenge to such list must be filed with the Board within two (2) weeks of the posting and mailing. Once approved the seniority list shall be accepted as conclusive for all purposes for the following year.

10.04 A new employee, including any employee who is re-employed after having lost any seniority rights, shall be employed on a probationary basis for her first six (6) months, and thereafter, if retained, her seniority shall be effective from the last date of commencement of her employment. By mutual agreement, the probationary period may be extended an additional six months.

10.05 The employment of a probationary employee may be terminated at any time without recourse to the grievance procedure.

10.06 An employee shall lose her seniority standing, her name removed from the seniority list, and her employment terminated for any of the following reasons:

- (a) if the employee quits or resigns;
- (b) if the employee is discharged and is not subsequently reinstated;
- (c) if the employee is absent from work without sufficient cause or without permission from the Board, unless permission was not reasonably possible to obtain; or if the employee uses a permitted leave of absence for a reason other than the reason for which it was granted;

10.06 continued

- (d) if the employee is absent due to lay-off or unpaid sick leave or receiving disability benefits from any source for more than 24 months;
- (e) if the employee is recalled to work following a lay-off and fails to advise the Board, within seven (7) calendar days of notice by registered mail sent to her last address on record with the Board, that she intends to return to work, or fails within that period of time to provide a reason acceptable to the Board for not returning.

10.07 No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she will retain her seniority acquired at the date of leaving the bargaining unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, she will be placed in a job consistent with her seniority, unless the return is due to failure of the probationary period in the new position, whereupon she will be placed in her former position and location.

ARTICLE 11

PROMOTIONS AND TRANSFERS

11.01 (a) When a vacancy for regular employment occurs, the Board will post, for one (1) week, on the Administration Building bulletin board, notice of such vacancy stating the nature of the position, qualifications including required knowledge, education and skills, and the wage rate or range. The Board will provide copies of such notices to union members who are not regularly employed in the Administration Building.

(b) For information purposes only, the Board will post notice of promotional vacancy to positions excluded from this Agreement.

11.02 Promotions to a vacancy for regular employment within the bargaining unit will be based upon the relative abilities and qualifications of employees to satisfactorily perform the work involved. As between employees whose abilities and qualifications are deemed to be relatively equal, seniority will govern.

11.03 In the event no employee possesses the abilities and qualifications to satisfactorily perform the work involved, the Board may elect, at its discretion, to train an employee or to engage a new employee.

11.04 An employee who has become incapacitated by reason of injury and is unable to perform her regular duties may be employed in other work she can do, at a rate of pay commensurate with the duties involved, but in any event for a period no longer than until she is eligible for any retirement pension.

11.05 The Board may fill a vacancy temporarily pending the selection of a regular employee for the vacancy.

11.06 An employee promoted to a new position shall be required to serve a trial period of six (6) months. If within the set period she fails to qualify, she shall be returned to her former position without loss of seniority and at her former rate of pay. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position and former rate of pay, without loss of seniority.

11.07 Upon the request of an employee and where the Board deems feasible, a system of "on the job training" will be utilized to train and qualify an employee for a position senior to her own. Accordingly, employees may be allowed to learn the work of such positions during the regular working hours by arranging to exchange positions without affecting the rate of pay of the employees concerned. Employees who have so qualified themselves for a vacancy, to the Board's satisfaction, may be given preference over all other applicants.

11.08 It is understood that no grievance will be filed by any employee or by the Union where a vacancy outside the bargaining unit is not filled by a member of the bargaining unit.

11.09 The Union shall be notified of all vacancies, appointments, transfers, lay-offs, recalls, hirings, terminations of employment, retirements, suspensions, other disciplinary actions.

11.10 Employees wanting a lateral transfer should have their request on file with the Personnel Department. Transfer requests will be considered by the Board prior to posting a position.

ARTICLE 12

LAY-OFFS AND RECALLS

12.01 In the event of a reduction in the working force, the selection of employees to be laid off shall be made on the basis of seniority as per article 10.02 and shall be recalled in reverse order provided the employees remaining are qualified to do the work which is available.

12.02 In the event of an increase in the working force following lay-off, employees will be recalled in order of their seniority unless mutually agreed to otherwise.

12.03 Elementary secretaries are acknowledged to be employed for the definite term of each school year.

12.04 In order that the operations of the Union will not become disorganized when lay-offs are made, members of the Local Executive Board and Chief Steward shall be the last persons laid off during their term of office and the first ones recalled.

ARTICLE 13

HOURS OF WORK

3.01 The normal work week shall consist of:

- (a) for other than warehouse and media repair personnel, five (5) days of seven (7) hours each, Monday to Friday inclusive.
- (b) for warehouse and media repair personnel, five (5) days of eight (8) hours each, Monday to Friday inclusive.

13.02 The normal work day, unless otherwise determined by the Board:

- (a) for warehouse and media repair personnel, shall be scheduled between the hours of 8:00 a.m. and 5:30 p.m., with total elapsed time including the lunch hour not to exceed nine (9) hours,
- (b) for other than warehouse and media repair personnel, shall be scheduled between the hours of 8:00 a.m. and 5:30 p.m., with total elapsed time including the lunch hour not to exceed eight (8) hours.

In the event of any variation to the above, the Union will be consulted prior to any change being implemented.

13.03 Hours of work for employees scheduled to work less than full-time shall be based on a pro-rated amount of the normal work day and/or week as per 13.01 and 13.02.

13.04 The Board does not guarantee to provide work for the normal hours or for any other hours.

13.05 An employee reporting for work at the commencement of her normal working day will, unless previously notified not to report for work, be assured of three (3) hours of work or, at the discretion of the Board, pay in lieu thereof.

13.06 Each employee will be permitted a fifteen (15) minute rest period in both the first and second half of a normal work day.

ARTICLE 14

OVERTIME

14.01 Overtime shall be paid for at the rate of one and one-half times the employee's regular hourly wage rate and shall apply where employees are required to work:

- (a) in excess of seven (7) hours in a normal work day for other than warehouse and media repair personnel;
- (b) in excess of eight (8) hours in a normal work day for warehouse and media repair personnel;
- (c) on Saturdays.
- (d) Make-up time and Parent-Teacher Nights shall be paid at straight time for 10-month employees.

14.02 An employee required to work on a day recognized by this Collective Agreement or by both parties to be a holiday, shall be paid at the rate of two times the employee's regular hourly wage rate in addition to holiday pay as set out in Article 15. Double time shall be paid for all hours worked on Sundays.

14.03 No employee will be required or permitted to take time off during normal hours to offset any overtime worked, except where there is mutual agreement between the employee and the Supervisor. Such agreement will be based on time off equivalent to overtime provisions.

If hours are being made up, in lieu of time off as approved by the supervisor, the hours worked shall be considered regular, not overtime, hours.

14.04 Overtime will be distributed as equitably as possible on a continuing basis, among the employees normally performing the work for which the overtime is required.

It is understood that, where an employee is excused from an overtime assignment, such hours as are involved shall be regarded as time worked for purposes of determining an equitable distribution of overtime.

14.05 The Board will endeavour to keep overtime to a minimum, and an employee will not be permitted to work overtime except with the prior approval of the Superintendent of Business or his designate.

14.06 An employee who is called in and required to work outside normal working hours, as set out in 14.01 (a) or (b), shall be paid for a minimum of four (4) hours at overtime rates, save and except where such call-in is immediately prior to the normal starting time, in which instance the overtime rate will apply only for the hours worked prior to the normal starting time.

14.07 Overtime premium will not be paid twice for the same hours worked.

14.08 Employees will not be required to work overtime without their consent, provided other employees are immediately available and are willing and qualified to do the required work.

ARTICLE 15

PAID HOLIDAYS

15.01 In order to qualify for holiday pay, the employee must work her 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.

15.02 An employee who is not required to work on any one of the above holidays, and for which she would otherwise be eligible, shall be paid a sum equivalent to what she would have received had it not been a holiday, provided she works her last scheduled day before and her first scheduled day after such holiday, unless absence is due to illness certified by a medical doctor or otherwise excused by the Board.

12-MONTH EMPLOYEES

15.03 The Board recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
	Christmas Break Day

and in addition, Remembrance Day when it falls on a regular school day and is observed as a school holiday. The working day before Christmas and working day before New Years except when they fall on a scheduled school day, and any other holiday proclaimed by the Board.

Employees on lay-off, or Workers' Compensation only, are not entitled to Holiday Pay.

15.04 When Christmas Day falls on a Tuesday, the Board may observe Boxing Day on the preceding Monday.

15.05 When any of the above holidays, Remembrance Day excepted, fall on a Saturday or a Sunday and are not proclaimed to be observed on another day, the following Monday (and Tuesday for Boxing Day, if Monday is observed as a holiday for Christmas Day) may be deemed to be the holiday by the Board for the purposes of this Agreement.

10-MONTH EMPLOYEES

15.06 The Board recognizes the following as paid holidays :

Good Friday	Easter Monday
Victoria Day	Dominion Day
Labour Day	Thanksgiving Day
Christmas Day	New Year's Day
	Boxing Day

and in addition, Remembrance Day when it falls on a regular school day and is observed as a school holiday, and other holiday proclaimed by the Board, provided the employee would otherwise be scheduled to work that day.

Employees on lay-off, or Workers' Compensation only, are not entitled to Holiday Pay.

15.07 When any of the above holidays, Remembrance Day excepted, fall on a Saturday or a Sunday and are not proclaimed to be observed on another day, the following Monday may be deemed to be the holiday by the Board for the purposes of this Agreement.

ARTICLE 16

VACATIONS

12-MONTH EMPLOYEES

16.01 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.

16.02 An employee who has completed less than one (1) year but five (5) or more months of continuous full-time service with the Board, as of July 1st of any year, shall receive a vacation with pay at her regular rate of one (1) day per month of continuous service, up to a maximum of ten (10) days. An employee with less than five (5) months of continuous full-time service as of July 1st of any year shall be entitled to a minimum of at least one (1) week with pay equivalent to four percent (4%) of her earnings received from the Board during the previous vacation year.

16.03 An employee who has completed more than one (1) year but less than three (3) years of continuous full-time service with the Board, shall receive a vacation of two (2) full weeks with pay at her regular rate.

16.04 An employee who has completed more than two (2) years of continuous full-time service with the Board shall receive a vacation with pay at her regular rate as follows:

- (a) In the calendar year in which the employee completes three (3) years of continuous employment, fifteen (15) working days per year.
- (b) In the calendar year in which the employee completes ten (10) years of continuous employment, twenty (20) working days per year.
- (c) In the calendar year in which the employee completes eighteen (18) years of continuous employment, twenty-five (25) working days per year.

- (d) In the calendar year in which the employee completes twenty-four (24) years of continuous employment, thirty (30) working days per year.
- (e) In the calendar year in which the employee completes thirty (30) years of continuous employment, thirty-five (35) working days per years.

16.05 If the employee ceases to be an employee of the board after receiving her vacation entitlement according to clause 16.04, and has not completed the actual required years of continuous employment as specified by clause 16.04, she shall pay-back to the Board, if her final salary is insufficient, the difference in paid days between her actual entitlement and that which she actually received.

16.06 The Vacation Entitlement for continuous full-time service as set out in Articles 16.03 and 16.04 may, at the discretion of the Board, be reduced pro rata for absences other than paid illness which total in excess of twenty (20) working days per year. This will not include absence for which compensation is paid or for absence due to illness certified by a medical doctor.

16.07 The Board will review with the employees, prior to May 15th of each year, the matter of scheduling their vacations, and will notify the employees of the vacation schedule by the following June 1st.

16.08 The Board will endeavour to accommodate each employee as to her preference, but as between two (2) or more employees who are qualified to perform the work which may be required by the Board, the senior employee(s) will be given the preference.

An employee entitled to more than two (2) weeks' vacation will be expected to make her arrangements for her additional vacation with the Board, and the additional days of vacation may, at the Board's discretion, be scheduled at a time other than during the summer vacation period. In exceptional circumstances, the Board may approve of an employee taking her first two (2) weeks' vacation (where applicable) at a time other than during the summer vacation period.

16.09 If a holiday as provided for in Article 15, and for which the employee would otherwise be eligible, falls within an employee's vacation period, she will be granted an additional day of vacation and with pay as provided for in Article 15.

16.10 An employee terminating her employment at any time prior to her vacation shall be paid, as vacation pay, the appropriate percentage of her earnings from the previous July 1st, based upon her service as of that date.

16.11 An employee who is hospitalized while on vacation because of an illness or an accident may substitute sick leave for the period of her vacation during which she was hospitalized. In such an event, the employee's vacation period will be rescheduled by the Board, and without regard necessarily for the vacation period noted above.

16.12 Where possible, and where the efficiency of operations permits, the Board will endeavour to make a vacation advance provided the employee gives the Payroll Department at least one week's notice prior to the last pay before taking the vacation of her desire for said advance.

10-MONTH EMPLOYEES

16.13 For purposes of determining an employee's eligibility for vacation pay, the vacation year shall be from July 1st to June 30th of the following year.

16.14 Elementary secretaries will be paid vacation pay according to the following schedule:

less than 3 years employment	4%
greater than 3 years but less than 10 years employment	6%
greater than 10 years but less than 18 years employment	8%
greater than 18 years but less than 24 years employment	10%
greater than 24 years but less than 30 years employment	12%
greater than 30 years employment	14%

The adjustment to vacation pay will take place the first day of the week following the employee's anniversary date.

ARTICLE 17

SICK LEAVE AND SEVERANCE PAY

17.01 Sick leave means the period of time a permanent employee is permitted to be absent from work with full pay by virtue of being sick, disabled, quarantined because of exposure to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

17.02 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work, and returns to work upon expiration of such leave of absence or lay-off, she will not receive any sick leave credits for the period of such absence. Nor will she receive any sick leave credit for any month in which she works less than ten (10) working days, except where she is absent on vacation or recognized holiday or leave under Article 18.01. She will, however, retain her accumulative credit, if any, existing at the time of such leave or lay-off.

17.03 As soon as possible after the close of each calendar year, each employee shall receive a record of her accumulated sick leave. Any disagreement with the credits shown must be reported in writing to the Personnel Office within twenty (20) working days of distribution of the statements.

17.04 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.

17.05 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.

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

17.06 An employee will produce to the Board upon request such evidence of any illness, accident, etc. as may be appropriate.

12-MONTH EMPLOYEES

17.07 Subject to Clause 17.08 hereof, severance pay shall be paid according to Clause 17.09 to:

- (a) Employees who were employees of the Board as at July 1, 1973 and who having completed more than three (3) years of continuous service and cease to be employed by the Board or if having completed less than three (3) years of continuous service dies; and
- (b) Employees who joined or rejoined the Board's employ after July 1, 1973, and prior to March 1, 1979, and who have completed more than ten (10) years of continuous service.

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

17.09 The amount of severance pay shall be equal to one-half the number of sick days standing to the employee's credit at termination, calculated on the basis of her daily rate of pay at the date of termination, and, in any event, shall not be in excess of the one-half year's basic earnings immediately prior to termination of employment. Employees transferring to another employer with a reciprocal sick leave plan will not be entitled to payment under this clause. For purposes of calculating the number of sick days standing to the credit of the employee, fifty percent (50%) of all sick leave days standing to the credit of the employee as at December 31, 1968, plus all sick leave days accumulated and not used since January 1, 1969 shall be used in determining the total number of sick days credit at time of termination.

- 17.10
- (a) All full-time employees with seniority will be allowed to accumulate two (2) days sick leave per month with pay, up to a maximum of twenty-four (24) days per year, and may carry the unused portion of any sick leave from one year to another, up to a maximum of two hundred and forty (240) days.
 - (b) An employee will not be entitled to sick leave while on probation. On completion of probation, employee will be credited with two (2) days sick leave per month from date of employment.

17.11 A deduction will be made from accumulated sick leave for any and all absences as defined in 17.01 and 20.02. Holidays designated in 15.03, 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.

10-MONTH EMPLOYEES

17.12 All employees working 30 or more hours per week will be allowed to accumulate 2 days of sick leave (based on the number of hours worked each day) per month, up to a maximum of 20 days per year. Employees working less than 30 hours will be pro-rated using 30 hours as the base for full time, for sick leave accumulation,

The maximum accumulation is 240 days.

17.13 Each hour of paid sick leave will be deducted from the employee's accumulated total. Holidays designated in 15.06, 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.

ARTICLE 18

LEAVE OF ABSENCE

18.01 Leave of absence without pay and without loss of seniority may be granted, upon request to the Board, to an employee elected or appointed to represent the Union at a Union convention or seminar. It is understood that no more than two (2) employees may be granted such leave of absence at any one time, and that the leave is restricted to a maximum of twenty (20) working days per year for all employees.

18.02 An employee who is elected for a full-time position with the Union may be granted leave of absence without loss of seniority for a period of up to two (2) years. Such leave of absence may be renewed once upon request of the employee or by the Union.

18.03 An employee will be granted up to a maximum of three (3) consecutive working days' leave of absence without loss of pay in the event of the critical illness a parent, wife, husband, sister, brother, child, mother-in-law, father-in-law, grandchild, grandparent, or other dependent claimed and allowed for income tax purposes;

up to a maximum of five (5) days for the death of a parent, wife, husband, sister, brother, child, mother-in-law, father-in-law, grandchild, grandparent, or other dependent claimed and allowed for income tax purposes;

up to a maximum of one (1) working day's leave of absence without loss of pay to attend a funeral of a sister-in-law, brother-in-law, aunt, uncle, nephew, niece and first cousin;

one (1) day leave without loss of pay to attend a funeral as a pallbearer, provided that

- (a) in the event of a death, the employee attends the funeral, and
- (b) the employee would otherwise have been scheduled to work on such day(s).

At the discretion of the Personnel and Employee Relations Manager, up to two additional days may be granted, where required for travelling purposes, to attend a funeral which is greater than 500 km. from Sarnia.

Employees may substitute Bereavement Leave for vacation, if the death occurs during the scheduled vacation.

18.04 The Board agrees 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 UIC benefit that would be payable to the employee each week of the benefit period.

18.05 The Board will grant leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed to an appearance in any court, and in which the employee has no personal involvement. The Board will pay such an employee the difference between her normal earnings and the payment she receives for jury service or as such a witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of payment received.

18.06 The Board may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be submitted to their supervisor in writing, with final approval required from the Personnel and Employee Relations Manager. Said leave may be granted on either a re-employment or reinstatement rights basis as determined by the Personnel Manager, provided the employee is advised in writing of the conditions of the leave, prior to taking the leave. (Re-employment rights means that the employee is given first opportunity for any positions that come open within the bargaining unit after the leave, provided the employee is qualified and able to do the work available.)

18.07 Employees 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 no remuneration is received from the Board.

ARTICLE 19

PAYMENT OF WAGES AND ALLOWANCES

19.01 The Board will pay wages not less frequently than bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day (Friday), each employee will be provided with a statement of her wages and deductions.

19.02 When an employee temporarily performs the principle duties of a higher paying position for the major portion of a pay period, without assistance or supervision in excess of that required of a qualified employee to perform such position, she will be paid a rate within the range of wage rates established for such position and for the full pay period.

19.03 When an employee performs the principle duties of a lower paying position, at her own request, or as an alternative to her being laid off pursuant to the seniority provisions of this Agreement, her wage rate will be reduced, effective upon the date of her transfer.

19.04 An employee required to work emergency overtime which is continuous with her normal shift and is more than two (2) hours in duration will be provided a meal allowance, of up to \$6.00 upon presentation of said meal receipt.

19.05 In the event that duties of an employee are substantially revised, and the employee feels she is incorrectly classified, or in the event that a new position is established during the term of this Collective Agreement, the rate of pay for such revised or new classification may, on notice by the Union to the Board, be the subject of negotiations. If the parties are unable to effect a settlement of the issue, the matter may be submitted to arbitration as provided for in Article 7, but the arbitration board shall be confined to determining whether the wage rate or rates established by the Board are in direct relationship to the wage rate or rates established by the parties for positions presently covered by this Collective Agreement.

19.06 The Board agrees to continue its policy of mileage allowances in effect (a copy of which will be supplied to the Union) and members of Local 1563 will be entitled to such rate or any increased rate if approved by Board policy.

19.07 Regular part-time employees and employees regularly working less than a full calendar year, shall receive the wage rates, conditions of employment and other benefits specified in this Agreement on a pro-rata basis according to the proportion that their total actual regular hours worked in a calendar year bears to 1820 hours. This clause will not apply where there exists a specific clause covering a given benefit, condition or rate of pay.

19.08 The Board and the Union recognize the desirability of a salary plan that incorporates incentives for exceptional performance of duties. To this end, a system of merit pay is established in which:

- (a) The Board may grant step increases at a lesser time interval than specified in Schedule "A". The entitlement to this merit step is at the Board's discretion.
- (b) The Board may, subject to the employee's right to grievance, withhold an increment for unsatisfactory performance. The employee shall be given a written statement of the reasons why her performance is unsatisfactory. During the time an increment is withheld, the employee's immediate supervisor will discuss with the employee, at least once every four months, the employee's current performance and explain to the employee in what manner her performance must improve in order for the increment to be granted.

19.09 All employees will receive their increment on July 1st.

ARTICLE 20

BENEFITS

20.01 In addition to the Canada Pension Plan, every eligible employee shall join the Ontario Municipal Employees Retirement System. The Board and the employees will make contributions in accordance with the provisions of the Plan. An employee shall be subject to retirement the end of the month that the employee attains her 65th birthday, and continuation of employment there-after shall be at the Board's discretion.

20.02 In the case of an absence for illness of an employee, the Board's contribution will be paid while the employee is absent on sick leave with pay.

20.03 Employees will be reimbursed for the cost of books and seventy-five percent (75%) of the cost of tuition for courses approved in advance by the Board upon successful completion of same. Time off with pay will be granted where necessary to write required examination during working hours.

20.04 All benefit coverage mentioned in 20.01 to 20.05 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.

12-MONTH EMPLOYEES

20.05 The Board shall pay ninety percent (90%) of the premium for the Ontario Health Insurance Plan including semi-private coverage for all employees with three months or more continuous service and the employee shall pay the remainder. O.H.I.P. is deleted January 1, 1990.

20.06 Employees shall participate in a mutually agreed upon Group Life Insurance Policy, with the Board paying ninety percent (90%) of the regular monthly premiums for all employees with three months or more continuous service and the employee paying the remainder. Coverage for dependents as defined by the Policy shall be optional at the employee's expense.

12-Month Employees - continued

20.07 Employees shall participate in a mutually agreed upon Extended Medical (Drug, Vision Care and Out-of-Country) Coverage Plan, with the Board paying ninety percent (90%) of the regular monthly premiums for all employees with three months or more continuous service and the employee paying the remainder. The Vision Care providing a two-year replacement plan of \$150 in Year One and \$200 in Year Two.

20.08 Employees shall participate in a mutually agreed upon Dental Plan, with the Board paying ninety percent (90%) of the regular monthly premiums for all employees with three months or more continuous service and the employee paying the remainder. The Unemployment Insurance refunds are terminated. Effective January 1, 1982, the 1980 O.D.A. Schedule will apply, and the unemployment Insurance refunds are terminated as a result of the implementation of the Dental Plan coverage in 1981. Effective April 1, 1990, the 1988 ODA Fee Schedule shall apply. **Effective April 1, 1991, the ODA Fee Schedule shall be two (2) years behind current and one (1) year behind current effective April 1, 1992.**

20.09 The Board agrees to pay \$50.00 towards the purchase of safety shoes for Warehouse and Media Repair personnel provided they are deemed mandatory. Replacement of the shoes requires supervisory approval and, in any event, will be no earlier than two years after the last Board contribution towards safety shoes.

10-MONTH EMPLOYEES

20.10 The Board shall pay premiums for the above mentioned benefits on a pro-rata basis for employees working less than thirty (30) but more than twelve (12) hours per week.

20.11 Employees shall participate in a mutually agreed upon Group Life Insurance Policy, with the Board paying ninety percent (90%) of the regular monthly premiums for all employees with three months or more continuous service and the employee paying the remainder. Coverage for dependents as defined by the Policy shall be optional, at the employee's expense.

ARTICLE 21

TECHNOLOGICAL CHANGE

21.01 As a result of the Board introducing new equipment, certain classifications may no longer be required.

When it is anticipated that one (1) or more employees will be affected, the Board shall endeavour, where practical, to conduct a program of retraining and transfer of employees affected, prior to the change.

The Union agrees to co-operate in such a program of transfer and retraining.

ARTICLE 22

GENERAL CONDITIONS

22.01 The Union and the Board may agree upon bulletin boards where the union may post notices of meetings and such other notices as may be of interest to the employees. It is understood that no notice will be posted without the prior approval of the Personnel and Employee Relations Manager or his designate.

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

22.03 The Board may engage temporary employees not to exceed three (3) in number for special assignments (who will not be employed for more than five (5) months in any twelve (12) month period) or to replace permanent employees on prolonged absences and said temporary employees will not be covered by this Collective Agreement, except for Schedule "A".

22.04 Where the expression "Board" is used, it is understood that any authority in question may be exercised by the Superintendent of Business or, in his absence, by his designate.

22.05 This Agreement is approved in total and in part by both Parties subject to the provision of any statutes of the Province of Ontario.

22.06 The Board and the Union will equally share the cost of printing sufficient copies of the Collective Agreement in booklet form.



ARTICLE 23

TERM OF AGREEMENT

23.01 This Collective Agreement shall be effective as and from January 1, 1991 and shall continue in full force and effect until December 31, 1992. It shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than 90 and not less than 30 days prior to December 31, 1992, or of any year thereafter, of its desires to terminate or amend this Collective Agreement.

23.02 Within fifteen (15) working days of receipt of such notice by one Party, the Parties will enter into negotiations for a renewal or revision of this Agreement.

23.03 The parties shall thereupon enter into negotiations in good faith, and make every reasonable effort to effect a **new** or revised Collective Agreement.

23.04 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement, including changes required due to errors, inadvertencies, and/or omissions (i.e. the amalgamation of the two Agreements is not intended to add or delete rights or benefits unless specifically agreed on and stated in writing).

23.05 The Parties agree to fully adhere to the terms of this Agreement and to the provisions of the Ontario Labour Relations Act, as amended during the **period** of collective bargaining.

SIGNED this 22 day of April, 1991, at SARNIA, Ontario.

FOR THE BOARD:

Chairman

Secretary

FOR THE UNION:

President of Local 1563

Secretary of Local 1563

National Representative

C.U.P.E. LOCAL 1563

SCHEDULE "A"

YEAR ONE

(Effective January I, 1991)

<u>Grades</u>	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Job Rate</u>
1	\$16.37	\$17.38	\$18.40	\$19.43	\$20.45
2	15.14	16.08	17.02	17.97	18.91
3	14.43	15.33	16.23	17.13	18.03
4	14.24	15.13	16.02	16.91	17.80
5	13.07	13.89	14.70	15.52	16.35
6	12.32	13.09	13.86	14.63	15.40
7	11.69	12.42	13.15	13.89	14.62
8	11.59	12.31	13.04	13.76	14.48
9	10.65	11.31	11.98	12.65	13.31
10	9.49	10.08	10.67	11.27	11.86
11	9.09	9.67	10.24	10.80	11.37
12	8.40	8.93	9.44	9.97	10.49

YEAR TWO

(Effective January 1, 1992)

<u>Grades</u>	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Job Rate</u>
1	\$17.35	\$18.43	\$19.51	\$20.60	\$21.67
2	16.05	17.05	18.05	19.05	20.05
3	15.29	16.25	17.20	18.16	19.11
4	15.09	16.03	16.98	17.92	18.87
5	13.85	14.72	15.58	16.45	17.33
6	13.06	13.88	14.70	15.51	16.33
7	12.39	13.17	13.94	14.72	15.49
a	12.28	13.04	13.82	14.58	15.35
9	11.29	11.99	12.70	13.40	14.11
10	10.06	10.69	11.31	11.94	12.57
11	9.64	10.25	10.85	11.45	12.06
12	8.90	9.46	10.01	10.57	11.12

Special increment January 1, 1992 to all employees below maximum as of January 1, 1992 who have four (4) or mote years of The Lambton County Board of Education experience in their present category as of January 1, 1992.

SCHEDULE A - continued

Notes:

1. New employees will normally be placed at the starting rate of the appropriate category, however, the Board may place a new employee at a step beyond the starting salary for recognized related experience. When this occurs, the Board agrees to review the related experience of present employees in the classification involved who are receiving less than the new employee's rate. Where a present employee is found to have equal to or greater related experience than the new employee, her salary will be adjusted to the same rate of pay as the new employee.
2. Employees promoted to a higher category will be placed at a step that will result in a minimum 6% increase.
3. Amendment to Group Life Insurance will take place effective the 1st of the month following ratification of the Agreement.
4. (a) Senior Multi-Media Technician -
Responsibility Allowance: \$36.75 per week

(b) Assistant Office Supervisor -
Responsibility Allowance when assigned additional
responsibility due to prolonged absence of
supervisor: \$20.00 per week.

C.U.P.E. LOCAL 1563

SCHEDULE "B"

GRADES :	1	Computer Programmer/Operator 1
	2	Computer Programmer/Operator 2 Purchasing Buyer
	3	E.L.S.S. Office Supervisor
	4	Senior Payroll Clerk Transportation Assistant Electronics Technologist Secretary to Superintendent Assistant office Supervisor
	5	Senior Accounting Clerk
	6	Student Development Services Secretary
	7	Elementary School Secretary - 10-month employees Audio Visual Technician Multi-Media Technician Payroll Clerk Senior Clerk Secondary Schools
	8	Accounts Payable Clerk video Library Technician Computer Operator Schools Library Technician Senior Warehouse Stockkeeper
	9	Data Entry Clerk - Education Centre Word Processing Clerk Media Centre Secretary Budget Control Secretary
	10	Secretary Adult Education Student Services Secretary - Schools Bilingual Secretary Warehouse Stockkeeper
	11	General Clerk Purchasing Clerk/Typist Switchboard Operator/Receptionist
	12	Print Room/Media Clerk Mail/Media Clerk Media Library Clerk

An audit will be done on the &valuations during the term of the Agreement. The audit will start by September 15, 1991, with a targeted completion date of July 1, 1992. The CUPE Plan will be used to determine whether the rankings are the same. Variations from the current rankings will then be examined by the plan used for Pay Equity. Any category adjustments will be subject to the next set of negotiations.

LETTERS OF UNDERSTANDING

Letter #1

Re: 12-Month Employees

It is agreed that the current arrangement for summer hours will be followed and reviewed at the end of the Agreement.

Letter #2

Re: 10-Month Employees

Where there is agreement between the secretary and the principal to split the hours worked with another secretary and where this is agreeable to the Board office, the Board's share of benefit premiums will be no greater than if only one secretary worked at the school. The amount of the Board's share attributed to the employee(s) will be determined by the percentage the employee's hours bear to the total hours for the school, times the total Board share.

Letter #3

Re: Christmas Holiday Schedule - 12-Month Employees

It is mutually agreed that, when applicable and possible, holidays falling in the Christmas Break will be observed in the same week to provide one week off with pay.

Letter #4

Re: Performance Appraisal Form

The parties agree to draft a joint performance appraisal form.