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1996 07 01 - 1998 06 30

COLLECTIVE AGREEMENT

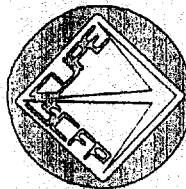
between

The Middlesex County Board of Education



and

The Canadian Union of Public Employees



CUPE Local 1753

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THIS AGREEMENT
B E T W E E N :

THE MIDDLESEX COUNTY BOARD OF EDUCATION
(hereinafter called "**the Employer**")

of the FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL No. 1753
(hereinafter called "**the Union**")

of the SECOND PART

is made and entered into this 3rd day of March, 1997 and is for the period 1996 07 01 to 1998 06 30.

ARTICLE 1

PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work, and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2

SCOPE AND RECOGNITION

- 2.01 (a) This Agreement shall apply to all office, clerical employees, educational assistants and technicians of The Middlesex County Board of Education in Middlesex County, save and except supervisors, persons above the rank of supervisor, persons covered by a subsisting collective agreement between the Middlesex County Board of Education and the Canadian Union of Public Employees and its Local No. 1170, the Professional Student Support Personnel, Teachers as defined in the Teaching Profession Act and the following confidential secretaries who comprise the Administrative Support Personnel:

Executive Assistant to the Director of Education and Secretary of
the Board
Secretary to the Superintendent of Academic Affairs
Secretary to the Chief Financial Officer and Business Administrator
Secretary to the Superintendent of Operations
Secretary to the Superintendent of Personnel
Personnel Secretary
Secretary, Director's Office

2.01 (b) For the purpose of clarity, the parties have agreed that persons occupying the following classifications are excluded from the bargaining unit as being supervisors or above the rank of supervisor:

- Assistant Business Administrator
- Communications Officer
- Finance Manager
- Personnel Assistant
- Supervisor of Custodians
- Supervisor of Payroll and Benefits
- Supervisor of Technical Services
- Supervisor of Transportation

2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees in the bargaining unit defined above.

2.03 The Employer shall provide third party liability insurance for all employees to be used in the event that an employee is subjected to a legal claim as a result of an action taken while performing his or her duties on behalf of the Employer.

ARTICLE 3

M RIGHTS

3.01 The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, layoff, suspend and rehire employees and to discipline or discharge any employee for just cause provided that a claim by an employee, who has acquired seniority, that the employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter from time to time rules and regulations to be observed by the employees; (When rules and regulations are instituted or altered the Employer shall provide prior notice to the Union and shall inform all employees by posting or some other appropriate manner.)
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of services, equipment, and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of production, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain with the Employer except as specifically limited by the express provisions of this Agreement.

- 3.02 The Employer agrees that these rights shall be executed in a manner consistent with the terms and provisions of this Agreement and shall be subject to the right of the employee and/or the Union to lodge a grievance as set forth herein.

ARTICLE 4

NO DISCRIMINATION

- 4.01 There shall be no discrimination, intimidation or coercion by the Employer, its Representatives or the Union or an employee against any employee.

ARTICLE 5

UNION SECURITY

- 5.01 As a condition of their continued employment, all employees shall, upon completion of thirty (30) working days, become and remain a member in good standing of the Union.
- 5.02 As a condition of their continued employment, all employees shall, within thirty (30) working days following their employment, be required to execute and deliver to the Employer an authorization for deduction of their Union dues.
- 5.03 During the term of this Agreement, the Employer agrees to deduct all Union dues, assessments and initiation fees, as certified by the Union to be currently in effect according to the Constitution of the Union, from the wages of each employee, who has authorized such deduction, from each pay cheque of each calendar month and to remit the amounts so deducted to the Local Union Treasurer of the Canadian Union of Public Employees within ten (10) working days.
- 5.04 The Union will not nor will any employee engage in Union activities during working hours without the permission of the Chief Financial Officer and Business Administrator or designate.
- 5.05 The Union will not hold any meeting on the premises of the Employer without first obtaining a permit in accordance with Board Policy. The Union shall reimburse the Employer for any costs incurred by the Employer as a result of issuing such permit.
- 5.06 At the time of hiring, each new permanent employee will be provided with a copy of the current Collective Agreement and informed of the conditions of employment and benefits as set forth in Articles 5 and 23, respectively, of the Collective Agreement.

ARTICLE 6

NO STRIKES OR LOCKOUTS

- 6.01 In view of the orderly procedure established by this 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 or interference with work or production, either complete or partial, and the Employer agrees that there will be no lockout of employees.

ARTICLE 7

REPRESENT

- 7.01 There shall be a maximum of three (3) committee persons on the Grievance Committee, one (1) of whom shall be the Chairperson.
- 7.02 The committeeperson or the Grievance Committee may investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement.
- 7.03 The Employer will recognize a Negotiating Committee of not more than five (5) employees and the Union's National Representative for the purpose of representing the bargaining unit.
- 7.04 The Employer will recognize a Labour Management Co-operation Committee of not more than three (3) employees for the purpose of discussing matters of mutual concern. The Committee shall meet as required but not less than four (4) times per year.
- 7.05 The Employer will recognize as committeepersons only employees who have completed their probationary period under this Agreement. The Union shall notify the Employer in writing of the names of such committeepersons at the time of their appointment and the Employer shall not be required to recognize any such committeepersons until it has been so notified.
- 7.06 No committeeperson shall leave work to investigate or process any grievances or to negotiate with the Employer without the prior consent of the Chief Financial Officer and Business Administrator or designate. A committeeperson must have the consent of the Chief Financial Officer and Business Administrator or designate before entering any department or school into which the committeeperson wishes to enter. The Union shall be notified of the name of any designate authorized to act on behalf of the Chief Financial Officer and Business Administrator for the purposes of this Article.
- 7.07 The Employer will pay each employee who is on any of the committees at the employee's regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer, including in the case of a steward, all such time reasonably spent in processing grievances.

- 7.08 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.
- 7.09 The Employer shall have the right at any time to have the assistance of representative(s) of the Ontario Public School Boards' Association or any other advisor(s) when dealing or negotiating with the Union.

ARTICLE 8

GRIEVANCE PROCEDURE

- 8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

8.02 **STEP 1**

An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may, with or without the assistance of a committeeperson, discuss the matter with the appropriate department Supervisor. Such a complaint shall be brought to the attention of the above mentioned Supervisor within ten (10) working days of the incident giving rise to the complaint. The parties involved shall attempt to resolve the problem immediately. However, the Supervisor may have up to two (2) working days to render a final decision.

STEP 2

The employee, if dissatisfied with the immediate Supervisor's disposition of the complaint, may, with the assistance of the committeeperson, refer such matter on a written grievance form supplied by the Employer to the Chief Financial Officer and Business Administrator, who shall respond in writing within ten (10) working days. The complaint shall be filed within ten (10) working days of receipt of the reply from the immediate supervisor. The grievance shall specify the article or articles and subsections of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the employee.

STEP 3

Should the employee be dissatisfied with the disposition of the grievance at Step 2, the grievance may be referred to the Superintendent of Personnel who will convene a Grievance Hearing within five (5) working days of the receipt of the filing of the grievance in the office of the Superintendent of Personnel. The grievance must be filed in this office within five (5) working days of the employee's receipt of the response from the Chief Financial Officer and Business Administrator. The Union may be represented at the Grievance Hearing by up to three (3) members and the grievor(s) plus the National Representative. The Employer may have up to three (3) representatives at the Grievance Hearing plus a representative of the Ontario Public School Boards' Association or any other advisor. Within five (5) working days of the Grievance Hearing the Superintendent of Personnel will inform the union in writing, with a copy to the employee, whether the grievance is upheld or denied.

- 8.03 The Union or the Employer may initiate a Policy grievance beginning at Step 2 or 3 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 2. Any such grievance may be referred to arbitration under Article 10 by either the Union or the Employer.
- 8.04 Employees who are covered by this Agreement shall be required to follow the procedures laid down in Article 8 and any employee who appeals directly to any Trustee of the Employer regarding a grievance in process shall thereby forfeit all rights under this Article.
- 8.05 Any grievance not processed through to the next stage of the Grievance Procedure within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union notwithstanding the provisions of the Labour Relations Act.
- 8.06 No grievances may be submitted concerning the termination of employment, layoff or disciplining of a probationary employee.

ARTICLE 9

DISCHARGE AND SUSPENSION CASES

- 9.01** An employee who is to be discharged or suspended will be given the option of having a committeeperson present before being notified in writing stating the reason(s). (Should the employee not desire to exercise the right to have a committeeperson present, the employee will sign a waiver to that effect.) The employee shall be given the opportunity to meet with the committeeperson before leaving the Employer's premises.
- 9.02** An employee who is discharged or suspended may file a grievance at Step 3 of the Grievance Procedure within five (5) working days after such discharge or suspension.
- 9.03** Where a grievance which is filed under Article 9.02 is not settled and duly comes before an Arbitration Board, the Board may make a ruling:
- (a) confirming the Employer's action;
 - (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of the case); or
 - (c) disposing of the grievance in any other manner which may be just and equitable.

ARTICLE 10

ARBITRATION

- 10.01 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within ten (10) working days of the reply under Article 8.02 Step 3.
- (b) Arbitration will be carried out in accordance with the Ontario Labour Relations Act.
- 10.02 The two (2) appointees so selected shall, within five (5) working days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.
- 10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 Each of the parties hereto will bear the expenses of the arbitrator appointed by it and the parties will jointly share the expenses, if any, of the Chairperson of the Arbitration Board.
- 10.05 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 10.06 Union representative(s) and grievor(s) shall be paid their regular wages and benefits by the employer for all time spent away from their regularly scheduled work while attending arbitration hearings and the Union agrees to reimburse the Employer for the total costs of such payments.

ARTICLE 11

SENIORITY, REDUNDANCY, LAYOFF AND RECALL

Seniority

- 11.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotions, lay-off, permanent reduction of the workforce and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.

- 11.02 Employees shall serve a probationary period of three (3) months worked before acquiring seniority rights which shall then date back to their respective date of starting to work with the Employer. Probationary employees may be discharged without cause and without entitling the employee to recourse to the Grievance Procedure.
- 11.03 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. An employee, if transferred to a position outside the bargaining unit, shall retain the seniority acquired at the date of leaving the bargaining unit and for a further trial period of twelve (12) months. If such an employee is later returned to the bargaining unit such employee would be considered a new employee for the purposes of layoff and job postings. Such employees shall retain all other seniority rights with the employer.
- 11.04 Seniority, once established for an employee, shall be forfeited and employment shall be deemed to be terminated under any of the following conditions:
- (a) if the employee voluntarily quits;
 - (b) if the employee is discharged for any cause and not reinstated through the Grievance Procedure;
 - (c) if the employee fails to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement, unless a reason acceptable to the Employer is given;
 - (d) if twenty-four (24) months have elapsed from the day of layoff; or
 - (e) if the employee is absent from work for more than three (3) working days without notifying the Employer, unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control.
- 11.05 In the event that the Middlesex County Board of Education merges with any other Board(s) of Education, the Board will use its best efforts to ensure that:
- (a) unionized employees shall be credited with all seniority rights with the new employer,
 - (b) all service credits relating to vacation with pay, sick leave credits, pensionable service and other benefits shall be recognized by the new employer,
 - (c) conditions of employment and wage rates with the new employer shall be at least equal to those contained in this collective agreement,
 - (d) no employee(s) shall suffer a loss of employment as a result of the merger,
 - (e) preference in location in the merged Board shall be on the basis of seniority, and

11.05 (f) it will solicit input from the President of CUPE Local 1753 regarding items (a - e) as set forth above and keep the President informed of the status of the discussions involving those items.

11.06 Seniority lists will be supplied to the Union and posted on the bulletin boards by January 15th and July 15th of each year of this Agreement.

Layoff

11.07 No employee will be laid off as a result of the Employer contracting out services presently being performed by members of the bargaining unit.

11.08 Notwithstanding any other provisions in this Agreement, members who are officers of the Union at the time of a layoff shall be the last to be laid off work, provided that they have the basic skill, ability and qualifications to perform the work which is available.

The provisions of Articles 11.09, 11.10 and 11.11 apply to all members of the bargaining unit except those classified **as** Educational Assistants.

11.09 Members holding a ten (10) month position who are on lay off during July and August may not bump members holding twelve (12) month positions during those two (2) months. They will be provided with separation slips by the employer which will specify an expected return date if such date is known.

11.10 (a) The Employer will consider the requirements of operations and the basic skill, ability and qualifications of the individual to perform the normal required work in determining which member is to be laid off and where these are relatively equal, the member with the greatest seniority will be the last to be laid off. For the purpose of this Article, a layoff means a layoff for more than five (5) working days.

(b) The Employer will notify the Union of any pending redundancy(ies) or potential layoff(s) at least twenty (20) working days before these take effect and meet with the Union at least ten (10) working days prior to the implementation of layoff(s) or staff changes that occur as a result of the redundancy(ies).

(c) The Employer will adhere to the following procedures in the sequence set forth below in effecting any layoffs:

i The Union member(s) whose current position(s) will become redundant will be identified;

ii Article 12.04 of the Agreement will be suspended **so** that any Union member(s) identified in Article 11.10 (c) i may bid for a posted job vacancy;

- 11.10 (c) iii The Union member(s) identified in Article 11.10 (c) i who, in seniority order, possesses the basic skill, ability and qualifications to fill a position with the same or greater hourly rate of pay as that member previously held which is currently being filled by a temporary or casual employee may displace that temporary or casual employee who shall then be released. The member shall hold the temporary or casual position until the earliest of the following occurs:
- the member successfully bids on a permanent position
 - the member on leave of absence returns or the special project terminates at which time the provisions of Article 11.10 (c) shall **apply**
 - the member ceases to have seniority rights within the bargaining unit;
- iv The Union member(s) identified in Article 11.10 (c) i may bump, in seniority order, the member(s) with the least seniority holding a position of equivalent hours with the same hourly rate of pay that the member identified in Article 11.10 (c) i may assume by virtue of possessing the basic skill, ability and qualifications to perform the required work;
- v Should a Union member identified in Article 11.10 (c) i not obtain a position under subsections iii or iv above, those subsections will be applied in sequence with the words “same hourly rate of pay” replaced with the words “next lower hourly rate of pay” until a position has been obtained or it has been determined that no position is available for the member, in which case the provisions **of** subsection ix shall apply;
- vi The provisions of Article 11.10 (c) shall apply to any member, in seniority order, who has been bumped under the provisions of subsections iv or v above;
- vii A member may opt not to exercise the rights set forth in subsections iii - vi above, in which case the provisions of subsection ix shall apply;
- viii Unless legislation is more favourable to the members, the Employer shall notify the Union and the members who are to be laid off twenty (20) working days prior to the effective date of layoff. **If** the member has not had the opportunity to work the days as provided in this Article, the member shall be paid for the days for which work was not made available;
- ix Any Union member for whom a position is no longer available as a result of the application of Article 11.10 (c) i-vii will be placed on a recall list for a twenty-four **(24)** month period; and

- 11.10 (c) x The Employer will endeavour to provide reasonable on-the-job training opportunities for any employee declared redundant or laid-off should that employee wish to apply for a position within the bargaining unit for which they do not have all of the basic skill, abilities and/or qualifications.

Recall

- 11.11 (a) The Employer will consider the requirements of operations and the basic skill, ability and qualifications of the individual to perform the normal required work in determining which employee is to be recalled from layoff and where these are relatively equal, the employee with the greatest seniority will be the first to be recalled from layoff.
- (b) When recalling an employee after layoff, the employee shall be notified in writing and allowed five (5) working days to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period as outlined. An employee who has been notified in writing in accordance with this Article must contact the Chief Financial Officer and Business Administrator or designate within two (2) working days of receipt of the notice to return to work if the employee wishes the Employer to hold the job open for the full five (5) working day period. It shall be the employee's responsibility to keep the Employer notified as to any changes of address or telephone number so that they will be up-to-date at all times.
- (c) No new employee will be hired until a person who is on layoff has been given the opportunity for recall, provided the person on lay-off has the basic skill, ability and qualifications to do the work in question.

The provisions of Articles 11.12 and 11.13 apply exclusively to those members of the bargaining unit classified as Educational Assistants.

- 11.12 (a) A lay-off shall be defined as a reduction in a member's hours of work or loss of position due to a reduction in the number of educational assistants employed by the Board.
- (b) The Employer will notify the Union of any pending redundancy(ies) or potential layoff(s) at least twenty (20) working days before these take effect and meet with the Union at least ten (10) working days prior to the implementation of layoff(s) or staff changes that occur as a result of the redundancy(ies).
- (c) The Employer will adhere to the following procedures in the sequence set forth below in effecting any layoffs during the school year:
- i) The Union member(s) whose current position(s) will become redundant or have the hours reduced will be identified;

- 11.12 (c) ii Rather than disrupting the program, the Board may opt not to effect a layoff until a natural school break. Should it exercise this option, the Board may temporarily re-assign the member to perform the duties of an educational assistant for which the member possesses the basic skill, ability and qualifications at a location no further away from the member's home than the greater of the distance travelled by the member to the job from which the member has been laid-off or twenty-three (23) kilometres from the member's home with no loss of wages or benefits;
- iii Article 12.04 of the Agreement will be suspended so that any Union member(s) identified in Article 11.12 (c) i may bid for a posted vacancy;
- iv The Union member(s) identified in Article 11.12 (c) i may, in seniority order, select any vacant or soon-to-be created educational assistant position for which the member possesses the basic skill, ability and qualifications;
- v The Union member(s) identified in Article 11.12 (c) i who possess(es) the basic skill, ability and qualifications to fill an educational assistant position of the same number of hours or less than those the member previously had which is currently being filled by a temporary employee may displace, in seniority order, that temporary employee who shall then be released. The member shall hold the temporary position until the earliest of the following occurs:
- the member successfully bids on a permanent position
 - the member on leave of absence returns at which time the provisions of **Article 11.12 (c) shall** apply
 - the school year ends
 - the member ceases to have seniority rights with the bargaining unit;
- vi The Union member(s) identified in Article 11.12 (c) i may bump, in seniority order, the educational assistant(s) with the least seniority holding a position of the same number of hours or fewer than those the member previously had provided that the member has the basic skill, ability and qualifications to perform the required work;
- vii The provisions of Article 11.12 (c) shall apply to any member, in seniority order, who has been bumped under the provisions of subsection vi;
- viii A member may opt not to exercise the rights set forth in subsections iii - vii above in which case the provisions of subsection x shall apply;

- 11.12 (c) ix Unless legislation is more favourable to the member(s), the Employer shall notify the Union and the members who are to be laid off twenty(20) working days prior to the effective date of layoff. If the member has not had the opportunity to work the days as provided in this Article, the member shall be paid for the days for which work was not made available; and
- x Any Union member for whom a position is no longer available as a result of the application of Article 11.12 (c) i - viii will be placed on the recall list for educational assistants for a twenty-four (24) month period.
- (d) The Union members to be laid off at the end of the school year will be identified and placed on the recall list for educational assistants for a twenty-four (24) month period.

Recall

- 11.13 The Employer will adhere to the following procedures in the sequence set forth below in effecting recalls to the position of educational assistant.
- (a) Members on the recall list for educational assistants shall be recalled, in seniority order, to any position for which they possess the basic skill, ability and qualifications that becomes vacant during the school year;
- (b) A Union member identified in Article 11.12 (d) will be recalled effective the start of the new school year to the position occupied at the time of layoff if that position continues to exist provided that member has not exercised the rights set forth in subsection (c) below;
- (c) Members remaining on the recall list by August 15th or who wish to increase their hours held under subsection (a) or (b) and who have so notified the Board in writing by August 15th, will be offered, in seniority order, prior to the end of August any vacant or new position that exists at that time for which the member holds the basic skill, ability and qualifications;
- (d) Should a member on the recall list be offered a vacant or new position and decline that offer, the member will be deemed to have forfeited the rights set forth in subsection (e) and (f) below and shall remain on that recall list;
- (e) A Union member on the recall list who has not obtained a position under the provisions of subsections (b) and (c) above may bump, in seniority order, the least senior educational assistant holding a position with the same number of hours that the members on the recall list may assume by virtue of possessing the basic skill, ability and qualifications to perform the required work;
- (f) A member bumped under the provisions of subsection (d) may bump the least senior educational assistant holding a position that the bumped member may assume by virtue of possessing the basic skill, ability and qualifications to perform the required work regardless of the hours that the person has.

- 11.13 (g) Members remaining on the recall list will be recalled, in order of seniority, to positions for which they possess the basic skill, ability and qualifications that become available during the school year.

ARTICLE 12

JOB POSTING

- 12.01 The Employer, within ten (10) working days of receiving notification that any job within the bargaining unit has or will become vacant, will post a notice of the vacancy for a period of seven (7) working days in all worksites covered by this Agreement. The notice will specify the nature of the job, the shift, qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify the desire by making formal application in accordance with the provisions of this posting. In filling any posted vacancy under this Article, the Employer will consider the requirements of operations and the basic skill, ability and qualifications of the individual to perform the normal required work for the position posted. A vacant position will be filled within twenty-five (25) working days of the closing date of the posting.
- 12.02 Both parties recognize:
- 1) the principle of promotion within the service of the Employer, and
 - 2) that job opportunity should increase in proportion to length of service.
- Therefore, in making staff changes, transfers or promotions, the applicant with the greatest seniority who has clearly demonstrated the necessary skill, ability, and qualifications in accordance with Article 12.01 shall be appointed.
- 12.03 Except for a vacancy occasioned by the placing of the successful applicant in the position so posted, any further vacancy may be filled by the Employer without posting. Should the successful applicant for such vacancy be unsatisfactory, following a trial period not exceeding thirty (30) working days, the employee shall be returned to the formerly held job and the vacancy may be filled without further posting. If an applicant is returned to a former position, the Employer will give consideration to the employees who were unsuccessful applicants for the initial vacancy.
- 12.04 Any employee who has successfully bid on a temporary position may post for a permanent position without waiting for three (3) months from the closing date of the posting.
- 12.05 The Union shall be notified in writing of all permanent appointments in the bargaining unit within ten (10) working days.
- 12.06 Any job which is temporarily vacant because of illness, accident, vacation, leave of absence, temporary transfer or promotion shall not be deemed to be vacant for the purposes of this Article.
- NOTE: Notwithstanding the above, the Board will make available to the membership of CUPE 1753, through the posting process, positions that are temporarily vacant for a period of two (2) months or more. Further, it is understood and agreed that this can only occur when the Board has reasonable advance knowledge of such temporary openings.

- 12.07 Whenever the Employer establishes a new occupational classification covered by this Agreement, it will meet with representatives of the Union to discuss the terms and conditions of such new job classification prior to posting the position under Article 12. The purpose of such a meeting will be to ensure that the new job classification complements the existing work force and recognizes the terms and conditions of this Agreement.

ARTICLE 13

BULLETIN BOARDS

- 13.01 The Union shall have the use of a bulletin board in the Employer's premises for the purposes of posting notices relating to the Union's business.

ARTICLE 14

CORRESPONDENCE

- 14.01 All correspondence between the parties, except where specifically provided to the contrary, arising out of this Agreement or incidental thereto, shall be addressed as follows:

To the Employer: Chief Financial Officer and Business Administrator,
The Middlesex County Board of Education,
1980 Hyde Park Road
London, Ontario N6H 5L9

cc: Superintendent of Personnel

To the Union The Secretary of the Union or designate as elected from time-to-time whose name and address shall be communicated to the Employer in writing.

ARTICLE 15

HOURS OF WORK, OVERTIME AND WORK UNAVAILABLE

Hours of Work

- 15.01 (a) The regular work week shall consist of thirty-five (35) hours worked in five (5) days, Monday to Friday, both days inclusive except for the dates as established in Article 15.01 (b).
- (b) During the months of July and August, specific dates to be established by the Superintendent of Personnel, the work week for the calculation of overtime purposes, for which the Board shall pay for thirty-five (35) hours, shall consist of eight and three-quarter (**8 3/4**) hours per day worked Monday to Thursday inclusive starting at 7:30 a.m. and concluding at 5:00 p.m. with forty-five (45) minutes for lunch so long as the secretary(ies) provide(s) coverage, at no additional cost to the Board, during daytime hours of school use.
- 15.02 The hours of work for the Education Centre and for each worksite shall be posted by the Employer and as they are amended from time to time.
- 15.03 The Employer does not guarantee to provide work for an employee for regularly assigned hours or for any other hours.

- 15.04 (a) For employees working under Article 15.01 (a), one (1) fifteen (15) minute rest period shall be provided in both the morning and the afternoon.
- (b) For employees working under Article 15.01 (b), one (1) fifteen (15) minute rest period shall be provided in both the morning and afternoon for employees who are working during that part of the day.
- 15.05 The Employer shall provide an unpaid meal break not to exceed one (1) hour for all employees.

Overtime

- 15.06 The authorization for the employee to work overtime shall be provided by the Chief Financial Officer and Business Administrator or designate. The Chief Financial Officer and Business Administrator shall inform the Union in writing of the names of those Supervisors who have been delegated with this responsibility.
- 15.07 (a) Time and one-half (1½) shall be paid for all authorized hours worked in excess of thirty-five (35) hours per week or in excess of seven (7) hours per day for those hours worked in accordance with Article 15.01 (a) or eight and three-quarters (8 ¾) hours per day for those hours worked in accordance with Article 15.01 (b).
- (b) If an employee is called in to work by the Employer in the event of an emergency during the employee's off hours, the employee shall be paid the applicable overtime rate for all time worked or an amount equal to time and one-half (1 ½) the effective hourly rate for three (3) hours, whichever is the greater of the two (2). It is understood and agreed that this does not apply to overtime worked at the beginning or end of a regular shift.
- (c) If an employee is required by the Employer to work overtime on Sunday, in the event of an emergency, all such time actually worked will be paid for at two (2) times the employee's effective hourly rate, calculated to the nearest fifteen (15) minutes.
- (d) If an employee is authorized to work on any of the paid holidays as set forth in Article 16, the employee shall be paid for all hours worked on the holiday at two (2) times the regular straight time hourly rate of pay in addition to holiday pay as provided for in Article 16.

Work Unavailable

- 15.08 An employee reporting for work on a regular working day shall be paid the regular rate of pay for a minimum of two (2) hours if work is not available.

ARTICLE 16

PAID HOLIDAYS

16.01 The following shall be recognized as paid holidays and will be paid for at the employee's regular rate of pay multiplied by the employee's regularly scheduled hours.

- (a) (i) For employees who are regularly scheduled to work fifty-two (52) weeks per year:

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

or days celebrated in lieu thereof, regardless of the day on which the holiday falls.

- (ii) For employees who are regularly scheduled to work less than fifty-two (52) weeks per year:

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

or days celebrated in lieu thereof, regardless of the day on which the holiday falls.

- (b) One (1) Floating Holiday per year to be taken during the contract year. (Such Floating Holiday will be observed at a time mutually agreed upon between the Employer and the Employee.)
- (c) Employees covered by this Agreement shall be excused from work on December 24 and on December 31 when these days are regularly scheduled work days.

16.02 An employee will be paid for a holiday provided that the employee:

- (a) works his/her last full scheduled working day before and his/her first full scheduled working day after such holiday and works on such holiday if scheduled to work, unless excused by the Employer; and
- (b) is on the active payroll of the Employer and not on a leave of absence, extended sick leave, worker's compensation or lay-off; and
- (c) has completed thirty (30) days continuous service with the Employer.

16.03 If any of the above holidays fall on or are observed during the employee's vacation, the employee shall be entitled to an extra days pay at the regular straight time hourly rate or to an extra days vacation with pay. The choice shall be determined by mutual agreement between the employee and the employee's supervisor.

- 16.04 An employee who is laid off at the end of the regular school year or on the 30th of June, whichever occurs first, and is recalled from layoff following Labour Day in that year will be paid for Canada Day and for Labour Day provided that such employee is required to work at some time during the month of August, or in September prior to Labour Day, in that year.

ARTICLE 17

TEMPORARY EMPLOYEES AND CASUAL EMPLOYEES

- 17.01 Temporary employees shall be those employees hired to replace permanent employees on a temporary basis and such employees shall not thereby become permanent or probationary employees and are not covered by any of the terms and conditions of this Agreement save for the rate of pay in Schedule "B" for the first three (3) months of employment. Should the employee be retained beyond three (3) months, the employee shall be subject to all the terms and conditions of this Agreement save and except for the provisions as outlined in Articles 11, 12, 22, 23 and 24. In the event that any such temporary employee is later hired by the Employer on a permanent basis, seniority shall commence on the date such employee becomes permanent. It is the intention of the parties that no employee who has acquired seniority under this Agreement and who is shown on a seniority list will be laid off work by reason of the employer hiring employees in the same job classification under this Article. In cases where the Employer is aware that a permanent employee will be absent in excess of a two (2) month period, the position will be posted as a temporary vacancy.
- 17.02 The Employer may hire casual employees for either special projects or in cases of emergency. Such employees shall not thereby become permanent or probationary employees and they are not covered by any of the terms and conditions of this Agreement save for the rate of pay in Schedule "B" for the first three (3) months of employment. Should the employee be retained beyond three (3) months, the employee shall be subject to all the terms and conditions of this Agreement save and except for the provisions as outlined in Articles 11, 12, 22, 23 and 24. In the event that any casual employee is later hired by the Employer on a permanent basis seniority shall commence on the date such employee becomes permanent. It is the intention of the parties that no employee who has acquired seniority in the same job classification under this Agreement and who is shown on a seniority list will be laid **off** work by reason of the Employer hiring employees under this Article.
- 17.03 The above limit of three (3) months shall not apply to any Federal or Provincial employment grant program that has the support of the Union and temporary employees of any such program shall not be required to execute an agreement as required in Article 5.02.

ARTICLE 18

RETIREMENT

- 18.01 Each employee in the bargaining unit shall, as a condition of employment, join the Ontario Municipal Employees Retirement System Plan (OMERS).
- 18.02 An employee, upon attaining sixty-five (65) years of age, shall be subject to retirement and continuation of employment thereafter shall be at the Employer's discretion.

- '8.03 (a) An employee retiring on or after 1991 12 31 shall have the option of continuing group life insurance coverage, in an amount equal to the coverage held immediately prior to retirement, to age sixty-five (65) by making full premium payments annually in advance through the Employer.
- (b) An employee retiring on or after 1997 04 04 who is in receipt of an OMERS pension, shall have the option of continuing to age sixty-five (65) his/her benefit coverage, which was in existence on the date immediately prior to the date of retirement, as listed in Article 23.01 a, b and c of the Collective Agreement, by making full premium payments for the year, monthly in advance, through the Board.

ARTICLE 19

GENERAL

- 19.01 The Employer will not enter into any private agreement with an employee in the bargaining unit, the terms of which are contrary to any term of this Agreement.
- 19.02 This Agreement shall be printed and the cost of such printing shall be shared by the Union and the Employer on a fifty-fifty (50/50) basis.
- 19.03 With the prior permission of the Employer, the Union may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the buildings in which they are held.
- 19.04 An employee, along with a representative of the Union should the employee so desire, may view that employee's personnel file in the presence of a representative of the Employer once each calendar year, or more frequently with the Employer's consent, by making an appointment at a time which is mutually agreeable to the parties.
- 19.05 In the event that an employee is required, and duly authorized by the Employer, to use a personal automobile for Board business, a mileage allowance as set by the Board from time to time will be paid.
- 19.06 Members of CUPE Local 1753, using their personal vehicles on a regular basis to transport tools, materials and equipment shall receive the current mileage rate paid by the Board plus an additional ten (10) cents per kilometre.
- 19.07 Employee(s) who agree to use their own transportation to carry Board equipment shall not be liable for replacement or repair in the event of damage or loss to said equipment by a third party provided that said employee has in no way been negligent in such a situation.
- 19.08 The Employer will support the purchase of safety boots under the following conditions:
- (a) This article applies only to employees classified as Shipper/Receiver or any other job class whose job requires safety boots in accordance with safety standards outlined in Ontario legislation.
 - (b) Employees will be reimbursed up to eighty-five dollars (\$85.00) by presenting a receipt for the purchase of safety boots.
 - (c) Employees are strongly encouraged to make such purchases in Middlesex County.

- 19.09 Where an employee is specifically required by the Employer to undertake any course of instruction, or attend any seminar or conference, reimbursements for transportation and travelling expenses shall be paid by the Employer at the rates laid down for employees in its policies, by-laws and regulations. Notwithstanding the foregoing the employer reserves the right to assemble its employees at one (1) site for the purpose of staff meetings at which information and or instructions may be disseminated. On such occasions the expenses referred to above will not be paid.
- 19.10 The Employer will establish a fund to provide financial assistance to employees for the purchase of textbooks and the payment of tuition fees for courses approved by the Employer which have been successfully completed by the employees. The Employer will notify the Union of the amount of money established for the fund. Such monies shall be distributed on a pro-rata basis at the end of the fiscal year. To be eligible for this assistance, an employee must provide appropriate receipts and confirmation of the successful completion of the course.
- 19.11 (a) The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in order to prevent injury and illness.
- (b) The Union will assist the Employer in carrying out any reasonable accident prevention program.
- (c) A first aid kit supplied by the Employer shall be placed at each worksite where employees in the bargaining unit regularly work for the use of the employees in the bargaining unit. For the purposes of this Article, a portable is not a worksite.
- 19.12 The Employer will make available up to two **(2)** Professional Activity Days for Educational Assistants. These days are to be used only on days designated by the Board as Professional Activity Days for Teachers and will require the approval of the appropriate Principal or Supervisory Officer.

ARTICLE 20

LEAVES OF ABSENCE

- 20.01 The parties hereto agree to abide by Board Policy #300-4 which covers leaves of absence. The Employer further agrees that this Policy shall not be altered without prior consultation with the Union.
- 20.02 The Employer shall provide Pregnancy and Parental Leaves in accordance with Board Policy #300-6 and Adoption Leaves in accordance with Board Policy #300-7. The Employer further agrees that this policy shall not be altered without prior consultation with the Union.
- 20.03 Leaves of absence without loss of pay or seniority shall be granted to not more than three **(3)** employees who are elected or appointed to represent the Union at Union business (example conference, seminar convention, workshops, or any other union related business) to a combined maximum of ten (10) working days in each contract year. Such leaves shall be limited to one (1) employee per work site. The Union shall provide the Employer with as much advance notice as possible when requesting these leaves. Up to twenty (20) additional days may be granted for the foregoing purpose with reimbursement from the Union for wages and benefits to the Employer for the period of the leave.

ARTICLE 21

JOB CLASSIFICATIONS. PAY EQUITY MAINTENANCE. RATES OF PAY AND TEMPORARY ASSIGNMENTS

- 21.01 The job classifications and rates of pay shall be as set forth in Schedule "B" attached hereto and forming part of this Agreement.
- 21.02 The Joint Job Evaluation Committee (J.J.E.C.), as established in Schedule E, shall consider a request to assess a current job description and/or job rating. Such a request can be made by completing and submitting a Job Evaluation Reconsideration Form, contained in Schedule E, stating the reason(s) for disagreeing with the current job description and/or rating of the job. The Committee shall make a decision which shall be considered final and binding upon the parties to this Agreement and shall inform the incumbent(s) of its decision.
- 21.03
- (a) An employee assigned by the Employer as temporary relief to a higher paying position shall receive the pay rate for that position during the temporary assignment.
 - (b) An employee assigned by the Employer to a lesser paying position on a temporary basis shall continue to be paid at the regular job rate for the period of such temporary assignment.
 - (c) An employee requesting a temporary assignment to a lesser paying position shall be paid at the lesser rate for the period of the temporary assignment if such a request is granted.

ARTICLE 22

VACATIONS

- 22.01
- (a) An employee who, on the first (1st) day of July in each year, has
 - (i) completed one (1) year of continuous service but less than four **(4)** years of continuous service with the Employer shall receive two (2) weeks vacation per year with pay equal to four percent **(4%)** of the total pay received by the employee in the previous year;
 - (ii) completed four **(4)** years of continuous service but less than ten (10) years of continuous service with the Employer shall receive three (3) weeks vacation per year with pay equal to six percent **(6%)** of the total pay received by the employee in the previous year;
 - (iii) completed ten (10) years of continuous service but less than seventeen (17) years of continuous service with the Employer shall receive four **(4)** weeks vacation per year with pay equal to eight percent **(8%)** of the total pay received by the employee in the previous year;
 - (iv) completed seventeen (17) years of continuous service but less than twenty-five **(25)** years of continuous service with the Employer shall receive five **(5)** weeks vacation per year with pay equal to ten percent **(10%)** of the total pay received by the employee in the previous year.

- 22.01 (a) (v) completed twenty-five (25) years or more continuous service with the Employer shall receive six (6) weeks vacation per year with pay equal to twelve percent (12%) of the total pay received by the employee in the previous year.
- (b) Notwithstanding Article 22.01 (a), an employee who, on the first (1st) day of July in any transition year between Article 22.01 (a) (i), (ii), (iii), (iv) or (v) has a partial year of service, shall receive additional vacation time, included as part of the time that the employee would normally be entitled to under the specific section of Article 21.01 (a), as set forth below:
- (i) less than twelve (12) months but nine (9) or more months of continuous service - three (3) additional vacation days in the transition year.
- (ii) less than nine (9) months but six (6) or more months of continuous service - two (2) additional vacation days in the transition year.
- (iii) less than six (6) months but three (3) or more months of continuous service - one (1) additional vacation day in the transition year.
- 22.02 (a) Employees entitled to five (5) or six (6) weeks vacation under Article 22.01 (a) may take up to two (2) weeks of their vacation during the school year.
- (b) Employees entitled to four (4) weeks vacation under Article 22.01 (a) may request up to two (2) weeks of their vacation during the school year. Such requests shall be submitted in writing to the Superintendent of Business or designate and shall be based on special situations only and may be granted provided that suitable arrangements can be made to carry on the responsibilities of the employee(s) on vacation.
- (c) Employees with less than four (4) weeks vacation under Article 22.01 (a) shall normally take their vacations when school is not in session. Such employees may request, on the basis of unique circumstances only, up to one (1) week of their vacation during the school year. Written requests for consideration of the special circumstances request shall be made to the Superintendent of Business or designate and may be granted provided that suitable arrangements can be made to carry on the responsibilities of the employee(s) on vacation.
- 22.03 Employees who are laid off at the end of the regular school year or on the thirtieth (30th) of June, whichever occurs first, shall be paid vacation pay in lieu of vacation with pay as provided for in this Article.

ARTICLE 23

BENEFITS

- 23.01 The Employer shall pay ninety percent (90%) of the cost of the following benefit programs for all eligible employees regularly employed for at least twenty-four (24) hours per week.
- (a) Extended Health Care Plan

- 23.01 (b) London Life Basic Dental Plan or equivalent coverage including
- (i) Major Restorative, fifty percent (**50%**) co-insurance, one thousand five hundred dollars (\$1,500.00) maximum per calendar year, and
 - (ii) Orthodontics, fifty percent (**50%**) co-insurance, two thousand dollars (**\$2,000.00**) lifetime maximum.
- (c) Vision Care in the amount of one hundred and fifty dollars (\$150.00) every twenty-four (**24**) months to cover the employee and employee's dependents.
- (d) Group Term Life Insurance Plan of, at the employee's option, either twenty-five thousand dollars (**\$25,000.**) or two and one-half (**2%**) times salary to a maximum of one hundred and twenty-five thousand dollars (\$125,000).

* For details regarding retirement benefits, see Article **18.03** a and b.

23.02 The Employer contribution to the premium cost of the benefits listed in Article **23.01** for all eligible employees regularly employed for less than twenty-four (**24**) hours per week but no less than fifteen (15) hours per week shall be a pro-rata portion of the Employer contribution to these premium costs for employees regularly employed for thirty-five (**35**) hours per week.

23.03 Employees who are regularly scheduled to work less than fifteen (15) hours per week shall not be eligible for benefits.

23.04 All of the insurance mentioned in this Article shall be as more particularly described and set forth in the respective policies of insurance which policies shall be made available for inspection by the Union. Any dispute over payment of benefits under any such policies shall be adjusted between the employee and the insurer concerned, but the Employer will use its best efforts to adjust and settle any such dispute.

23.05 The Employer reserves the right to change the insurance carrier specified with respect to any of the aforesaid benefit plans at any time provided that in such event an equivalent or better level of benefits and service is maintained.

23.06 The Employer agrees to administer a Long Term Disability Plan. The employees participating in the plan shall pay one hundred percent (100%) of the cost of premiums for the plan and any administrative fee that may be required by Revenue Canada to ensure the tax free status of the plan.

23.07 The Ontario Health Insurance Plan as legislated by the Ontario government will be implemented in accordance with legislative requirements such that premiums are obtained by means of a payroll tax. In the event that the Ontario government determines that it will revert to a premium fee structure, the employer agrees to contribute ninety percent (90%) of the billed premium with the employee paying the remaining ten percent (**10%**).

ARTICLE 24

SICK LEAVE AND RETIREMENT GRATUITY PLAN

- 24.01** (a) An employee who is regularly scheduled to work thirty-five **(35)**, or more, hours per week and who has completed the probationary period will be allowed two **(2)** days sick leave per month of service and may carry forward the unused portion of any sick leave from one **(1)** year to another up to a maximum of two hundred and forty **(240)** days. An employee who is regularly scheduled to work less than twenty-four **(24)** hours per week and who has completed the probationary period shall be allowed sick leave of a pro-rata portion of two **(2)** days per month of service and two hundred and forty **(240)** days maximum accumulation based upon the ratio of the employee's regularly scheduled weekly hours to thirty-five **(35)** hours.
- (b) Except for employees eligible for a retirement gratuity, an employee with a minimum of five **(5)** full years of continuous employment with the Employer shall, upon resigning from service with the Employer, be paid an amount equal to one-fifth **(1/5)** of unused Cumulative Sick Leave Credits. This amount shall be calculated at the employee's existing salary rate and shall include continuous service with the predecessor Boards in the County.
- 24.02** An employee shall, when required, provide the Employer with a written statement from a doctor to verify absences for reasons of illness and/or conditions for return to work. A minimum of three **(3)** days notice shall be given to the employer to review a return to work medical statement for absences in excess of two **(2)** months. The Employer will notify the employee of the expected return date.
- 24.03** When an employee is absent from work and is entitled to sick leave with pay under this Article, such absence is deemed to be a leave of absence with pay until the sick bank has expired.
- 24.04** An employee hired before November 1, **1984** regularly employed for thirty-five **(35)** hours per week, who completes ten **(10)** years or more continuous service with the Employer and, having attained age sixty **(60)** or achieved the ninety **(90)** factor as determined under the O.M.E.R.S retirement plan, ceases to be employed by the Employer due to retirement from the Employer's service shall be entitled to a retirement gratuity based upon the formula set forth in Schedule "C" attached hereto and forming part **of** this Agreement.

ARTICLE 25

TECHNOLOGICAL CHANGE

- 25.01** Should it be necessary to lay off any employee as a direct result of any technological change implemented by the Employer, the Employer will provide not less than three **(3)** months notice to any affected employee.
- 25.02** The Employer shall discuss any such technological change with the Union at a Labour Management meeting held in accordance with the provisions of this Agreement.
- 25.03** It is the Employer's intention to provide training wherever possible in order to enable its employees to adapt to technological changes being adopted by the Board.

ARTICLE 26

TERM AND RENEWAL

26.01 This Agreement shall commence on the first (1st) day of July 1996 and end on the thirtieth (30th) day of June, 1998-and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

Dated at London, Ontario this 3rd day of March, 1997.

For the Union:

Nancy McNeil
Deana Roden
Wilma Keath
Marilyn Kelner
Bernice Bindner
Donna Cline

For the Board:

Sharon Peters
Donna Hillmogh
E. Durdon
William D. Ryan

SCHEDULE "A"

UNION REPRESENTATION ZONES

ZONE 1	Leesboro Lord Dorchester S. S. Northdale Central River Heights Prince Andrew Plover Mills
ZONE 2	Delaware Central Education Centre Oxbow Medway H. S. Centennial Parkview
ZONE 3	Mosa Central Ekcoe Central Glencoe D. H. S. Caradoc South Caradoc Central
ZONE 4	Adelaide/W.G. MacDonald Caradoc North Colborne Street Metcalf Central Southdale Valleyview Strathroy D. C. I.
ZONE 5	North Middlesex D. H. S. Parkhill-West Williams East Williams McGillivray Lucan Biddulph

SCHEDULE "B"
JOB CLASSIFICATION

Computer Technician I
CMS - AV/Computer Technician
Computer Technician II

Classification A

School A.V./Computer Technician
Buyer
Head Secretary - Secondary
Intervenor

Classification B

Business Clerk B - Accounting
 - Payroll

Printer
Secretary B - Elementary Schools
 - Secondary Schools
 - Assistant to Superintendent of Business/Director of Facilities
 - Supervisor of Transportation
 - Resource Secretary

Classification C

Business Clerk - C - Secondary Schools
Educational Assistant
Office Clerk - C - Secondary Schools
Secretary C - Computer & Media Services
 - Computer Services
 - Secondary Schools
 - Special Education
 - Supervisor of Custodians/Maintenance

Classification D

Business Clerk D - Accounting
 - Payroll
 - Purchasing
 - Secondary Schools
Secretary D - Secondary Schools

Classification E

Printing Clerk/Shipper-Receiver

Classification F

Office Clerk F - Computer and Media Services
 - Secondary Schools

Pool Typist
Receptionist - Education Centre
 - Secondary Schools

Pay Equity Comparators

Female Jobs in Classification A compares to job classification of School-A.V./Computer Technician - CUPE 1753
Female Jobs in Classification B compares to job classification of Head Custodian - CUPE 1170
Female Jobs in Classification C compares to job classification of Charge Custodian - CUPE 1170
Female Jobs in Classification D compares to job classification of Maintenance III - CUPE 1170
Female Jobs in Classification F compares to job classification of Labourer - CUPE 1170

**CUPE 1753
HOURLY PAY RATES
EFFECTIVE 1996 07 01**

<u>TITLE</u>	<u>START</u>	<u>3 MONTHS TO 1 YEAR</u>	<u>OVER 1 YEAR</u>
Computer Technician I	\$15.91	\$17.66	\$19.40
CMS - AV/Computer Technician	\$14.73	\$16.60	\$18.50
School - AV/Computer Technician	\$13.93	\$15.71	\$17.50
Classification A	\$13.93	\$15.71	\$17.50
Computer Technician II	\$13.74	\$15.49	\$17.26
Classification B	\$12.57	\$13.82	\$16.24
Classification C	\$12.23	\$13.46	\$15.46
Classification D	\$11.90	\$13.15	\$15.17
Classification E	\$10.60	\$11.85	\$14.07
Classification F	\$10.03	\$11.30	\$13.25

SCHEDULE "C"

RETIREMENT GRATUITY FORMULA

Calculation:

1. For Persons Employed on a Twelve-Month Basis

Number of Days of
Accumulated Sick
Leave to Maximum of

$$\frac{240}{2} \quad \times \quad \frac{1}{240} \quad \times \quad \text{Regular Annual Salary on Retirement Excluding Overtime}$$

2. For Persons Employed on a Ten-Month Basis

Number of Days of
Accumulated Sick
Leave to Maximum
of

$$\frac{200}{2} \quad \times \quad \frac{1}{200} \quad \times \quad \text{Regular Annual Salary on Retirement Excluding Overtime}$$

SCHEDULE "D"

The Board agrees that it will not contract out Secretarial Services in any of its work sites. It is understood that the Employer maintains the right to utilize the services of temporary "office overload" type employees to meet extraordinary situations. It is further understood that if co-terminus boards "share services" to contain costs, this will not be deemed to be "contracting out".

SCHEDULE E

PAY EQUITY MAINTENANCE

Committee

1. A joint job evaluation committee (J.J.E.C.) is established to evaluate all job classes in the clerical, service, and professional support units represented by CUPE Locals 1170 and 1753.

The committee will be composed of two (2) and one (1) alternate Union representatives from each Union Local and two (2) and one (1) alternate Board representatives. Each party has the right to replace their committee members at any time during the process.

The committee shall select a Chairperson and Secretary on an annual basis. It shall be the responsibility of the Chairperson to communicate the decision of the J.J.E.C. to the incumbent(s) and supervisor(s) using the Job Evaluation Review Decision Form (Appendix B attached).

Accurate minutes of the J.J.E.C. must be kept.

Either the Union or Management shall have the right to have assistance to the maximum of two (2) non-committee representatives at any meeting. Such persons will be non-voting representatives.

Scheduling

2. The Union Chairperson will liaise with the Employee Relations Officer to schedule the meetings. All necessary times and dates will be scheduled as far in advance as possible.

Expenses

3. The Union committee members will be paid their regular wages while involved in joint committee meetings. Meetings will normally be scheduled during regular working hours. Hours worked as a committee members will be considered as part of the scheduled shift for that day. Overtime shall not be paid.

Quorum

4. A quorum for job class evaluation committee meetings shall be six (6) members with at least two (2) for each Union and two (2) Board representatives present.

Questionnaire

5. The committee will use questionnaires to gather the necessary information from employees. Both the supervisor and the employee will indicate whether they agree or disagree with the completed questionnaire. All the employees will sign the cover sheet where composites are used. The questionnaires will be returned to the Employee Relations Officer upon completion. Two members of the joint committee representing each party may interview employees and supervisors and observe at the work site to gain more information and/or resolve any disagreements where the committee determines the job fact sheets are incomplete or where there is disagreement between employees and supervisors. Only finalized Questionnaires will be used by the committee.

Consensus

- J. The committee will operate by consensus. Only if necessary will a majority vote be taken. A majority vote means not more than one dissenting vote of members in attendance. The committee may request the incumbent or supervisor's presence to provide additional information prior to the evaluation of the position. While jobs are being evaluated, representatives from the Board and Union may be present but do not participate in the vote.

The decision of the J.J.E.C. is final and binding on the parties.

If agreement is not reached through consensus or a majority vote, the Board's consultant and the Union's representative (both shall be versed in Job Evaluation) shall make the decision, which shall be final and binding on the parties.

MAINTAINING THE PAY EQUITY PROGRAM

- 1.1 It is important that each party maintain accurate job descriptions* and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the programme. The initial review shall commence following the finalization of all re-considerations and problems that may arise with the implementation of this job evaluation programme.

* It is understood that Management and the Union shall strive to complete writing job descriptions by November 30, 1997.

- 1.2 Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s) Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:
- (a) The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Appendix A);
 - (b) Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate up-to-date information on the job. The gathering of information will involve the completion of the Pay Equity Questionnaire and/or the interviewing of incumbent(s) and the supervisor(s) and visits to the job site by the two appointed J.J.E.C. members (1 Union/1 Employer). Based on this information, the Committee shall update the **job** description, as necessary;
 - (c) Where the job description has been changed, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and the supervisor of its decision (Appendix B). The rating of the job shall determine the pay grade for the job;
 - (d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted or the date the new duties or responsibilities were added resulting in the upgrading, whichever is earlier. Retroactivity will be paid back to a maximum of six months* from the date of the Job Evaluation

Reconsideration Form. The incumbent(s) shall retain the same place on any increment grid. All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.

- (e) If the job is rated at a pay grade lower than the existing pay grade, the incumbent shall continue to receive all negotiated increases for one (1) year. After one (1) year the incumbent's salary shall be dropped to the job rate of the re-evaluated job.

1.3 Whenever the Employer wishes to establish a new job, the following procedures shall apply:

- (a) The Employer shall prepare a draft job description for the job;
- (b) The J.J.E.C. shall meet and establish a temporary pay grade for the job, based on the draft job description;
- (c) After six **(6)** months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete the applicable sections of the Job Analysis Questionnaire which shall be submitted, along with an updated job description to the J.J.E.C. The Committee shall develop a job description and rate the job according to the previously agreed to procedure. The pay grade shall be paid to each incumbent effective the date of his/her appointment to the job.

**JOB EVALUATION
RECONSIDERATION FORM**

Any employee and/or supervisor or the Union or the Employer, who disagrees with the job description and/or rating established for the job, may request reconsideration of the job description and/or rating by completing a Job Evaluation Reconsideration Form (Appendix B) and submitting it to the Joint Job Evaluation Committee.

Reasons for disagreeing with the job description and/or rating of the job should be included on the Job Evaluation Reconsideration Form. Please use additional pages, as required.

EMPLOYEE: _____ **PRINCIPAL/SUPERVISOR :** _____

NAME:
(Please Print)

JOB TITLE:
(Job in Question)

LOCATION:

DATE:

SIGNATURE:

REASON(S) FOR DISAGREEMENT:

NOTE: FORWARD ORIGINAL TO THE PERSONNEL DEPARTMENT FOR DISTRIBUTION TO:

(A) EMPLOYEE (B) UNION SECRETARY (C) JOB EVALUATION COMMITTEE

JOB EVALUATION

REVIEW DECISION

EMPLOYEE NAME:

JOB TITLE:

LOCATION:

DATE RECEIVED BY COMMITTEE:

DECISION: (A thorough review was done by the Job Evaluation Committee and the following decision(s) was(were) reached):

REASONS:

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AGREEMENT	YES	NO	REFERRED TO LARGER COMMITTEE
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DATE:	DATE:
REFERRED TO ARBITRATION:	REFERRED TO BOARD:
DATE:	DATE:

LETTERS OF INTENT BETWEEN THE BOARD AND CUPE LOCAL 1753

1. The Board will continue the procedures which allow members of CUPE 1753 to purchase Canada Savings Bonds through payroll deduction.
2. The Board agrees that rather than lay off ten (10) month employees who would otherwise be laid off during the Christmas and March school breaks, the employees will be deemed to be on vacation during such periods. It further agrees, however, that this fact will not affect the computation of vacation pay, vacation entitlement or any other benefit.
3. When Clerks in Group F salary category have been employed on the permanent full-time secretarial staff for more than two (2) years and demonstrate the ability and willingness to accept greater responsibility, they may be reclassified to the next higher salary category at the discretion of the appropriate Superintendent on their immediate supervisor's recommendation.
4. The Board agrees to reissue the Employee Handbook which shall include a copy of Board Policies 300-4, 300-6, 400-25, 400-28 and their corresponding Administrative Regulations as well as the Employee Assistance Program.
5. During collective bargaining negotiations between the Middlesex County Board of Education and the Canadian Union of Public Employees, Local 1753, it was agreed that effective 1997 09 01 and for the remainder of the term of the agreement, the regular hours of work outlined in Article 15.01 of the Collective Agreement may be reduced by up to one (1) hour per day for Educational Assistants ~~as~~ and where required. Any reduction in the hours of work under this provision will not be deemed a lay-off under the provisions of Article 11.12 (a) of the Collective Agreement.

For clarity it is understood and agreed by the parties that this Letter of Intent only covers a maximum of a one (1) hour reduction from the regular hours established in Article 15.01 and not a series of one (1) hour reductions.

It is further understood and agreed by the parties that the implementation of this Letter of Intent will not adversely affect the rights of any Educational Assistant that existed on 1997 02 19 under Articles 24.01 (a) and 24.04 of the Collective Agreement.

6. The parties agree to investigate practices, procedures or policy adjustments which are designed to reduce the costs of the benefit plans contained in Article 23.01.
7. The Employer agrees that unless legislation mandates to the contrary, Ontario Workfare Program/“Workfare” participants will not be used to replace existing members of the bargaining unit.
8. It is understood and agreed by the parties that the timelines set forth in Article 12.01 will apply to any vacancy that occurs after the ratification of the Collective Agreement.

9. It is understood and agreed by the Parties that anyone who assumes a position at an hourly salary rate higher under the provisions of Article 11.10 (c) iii than that person had when declared redundant under Article 11.10 (c) i will be seen to have the salary rate that s/he had at the time of the redundancy declaration for any other application of Article 11.10.

FOR THE UNION:

Nancy McNeil
Donna Roden
Kilma Reath
Marilyn Kelan
Donna Clini
Bernice Bindner

FOR THE EMPLOYER:

Sharon Peters
Deborah M. McQuay
Ed Anderson
William D. Beyer