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|-------------------|----------|
| SOURCE | County |
| EFF. | 93 01 01 |
| TERM. | 95.12.31 |
| NO. OF EMPLOYEES | 40 |
| NOMBRE D'EMPLOYÉS | 40 |

COLLECTIVE AGREEMENT

Between:

**The Lanark, Leeds and Grenville
Roman Catholic Separate School Board**

And:

**The Canadian Union of Public Employees
and its Local 3668**

Dated:

January 1, 1993 - December 31, 1995

MAR 22 1994

09863(01)

PURPOSE

It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations.
- 3) To encourage efficiency in operations.
- 4) To establish and promote the morale, well-being and security of all Employees in the bargaining unit of the Union.
- 5) To provide a mechanism for the prompt and equitable resolution of differences.

ARTICLE 1 - DEFINITIONS

1.01 Probationary Period

The probationary period for full and part-time Employees shall be four (4) consecutive months.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is **the** right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3668 as the sole and **exclusive collective bargaining** agent for **all** of its employees save **and** except those specified in Labour Relations Board's certification order and hereby agrees to negotiate with the Union, **or** any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any **differences** that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are **included** in the bargaining unit which would result in lay-off or **reduction** in working hours of employees.

ARTICLE 3 - RECOGNITION AND NEGOTIATION (cont'd)

3.03 No Other Agreements

No employee shall be required or **permitted** to make a written ~~or~~ verbal agreement with the employer ~~or~~ his/her representative which may conflict with the terms of this **collective** agreement.

3.04 Right of Fair Representation

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. Such **representative(s)/advisor(s)** shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement at a mutually agreed upon time.

3.05 Full-time and Part-time Employees

This collective agreement is fully applicable to all full-time and part-time employees unless otherwise specified.

ARTICLE 4 - NO DISCRIMINATION

4.01 Both parties recognize the importance and will comply with the language of the Ontario Human Rights Code.

ARTICLE 5 - UNION SECURITY

5.01 All Employee To Be Members:

As a condition of employment, all new employees shall become and remain members in good standing of the Union upon their commencement of employment.

5.02 The Employer shall advise a new employee that a Collective Agreement is in effect, supply the new employee with a copy of the Agreement, and draw attention to Article 5.01.

5.03 The Union shall be notified upon commencement of employment of a new employee, stating starting date, location of employment and salary.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments:

The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied in accordance with the Union Constitution and By-Laws. The Union shall provide, in writing, a list of such dues, fees or assessments.

ARTICLE 6 - CHECK-OFF OF UNION DUES (cont'd)

6.02 Deductions:

Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a list of names, addresses, classifications, status of Employees and individual salaries paid out for that period along with total salaries paid *out* for the period.

6.03 Dues Receipts

At the same time that **Income Tax (T-4)** slips are made available, the Employer **shall type** on the amount of union dues paid **by** each Union member in the previous year.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall pass to and from the Superintendent of Human Resources and the Recording Secretary of the Union.

A copy of any correspondence between the Employer, or **his/her** designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the Secretary of the Union **or** **his/her** designate.

ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE

- 8.01** Where either party feels that it would be beneficial to discuss matters of mutual concern and interest at a Labour/Management Committee meeting during the term of this Agreement, the following shall apply.
- 8.02** A maximum of three (3) representatives from each party shall meet monthly at the request of either party. A request for a meeting hereunder will be made in writing and accompanied by an agenda of matters to be discussed ten (10) days prior to said meeting, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Union Stewards and Grievance Committee:

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The steward's sole responsibility shall be to assist any employee whom the steward represents, in preparing and presenting a grievance in accordance with the grievance procedure.

1 9 - GF PROCEDURE t'd)

9.02 **Names of Stewards:**

The Union shall notify the Director of Education in writing, of the name of each Steward and the **area(s)** he/she represents and the name of the Chief Steward, before the **Board** shall be required to recognize him/her.

9.03 **Union Grievance Committee**

The Union Grievance Committee shall consist of not more than three (3) members.

9.04 **Definition of Grievance:**

A grievance shall be defined as any difference arising **out** of the interpretation, application, administration **or** alleged violation of this Collective Agreement. A grievance may be submitted by an employee **or** group of employees covered by this Agreement or **by** the Employer **or** by Local 3668 of C.U.P.E. subject to the provisions of Article 9.08.

9.05 A grievance by an employee must be submitted in writing at Step One within ten (10) working days after the **Employee** became aware **or** ought to have become aware of the circumstances **or** the incident giving rise to the grievance. A policy grievance **or** group grievance shall be submitted, in writing, at Step Two within twenty (20) working days after **the** date of the incident or circumstances giving rise to the grievance.

ARTICLE 9 - GRIEVANCE PROCEDURE (cont'd)

9:06 Settling of Grievance:

Step One: An Employee having a grievance shall submit it to his/her principal or immediate supervisor within ten (10) working days after the employee became aware or ought to have come aware of the incident or circumstances giving rise to the grievance. The principal or immediate supervisor shall discuss the grievance with the grievor. If he/she requests, he/she may be accompanied by his/her Steward. The principal or immediate supervisor shall render his/her decision within five (5) working days following receipt of the grievance.

Step Two: Failing satisfactory settlement at Step One, the grievor may submit the grievance to the Superintendent of Human Resources within ten (10) working days following receipt of the reply at Step One. Upon request, the Superintendent of Human Resources shall discuss the grievance with the grievor, who shall be accompanied by his/her Steward. The Superintendent of Human Resources shall render his/her decision within five (5) working days following receipt of the grievance.

ARTICLE 9 - GRIEVANCE PROCEDURE (cont'd)

9:06 Settling of Grievance: (cont'd)

Step Three: Failing satisfactory settlement at Step Two, the **grievor** may **submit the** grievance to the Director of Education **or** a designated **Superintendent** within **ten (10) working days following** receipt of the **reply** at *Step* Two. Upon **request**, the Director of Education or **his/her** designate shall discuss the grievance with the **grievor** who shall be accompanied by the Grievance Committee composed of not more than two (2) employees. The Director of Education or **his/her** designate shall render **his/her** decision within five (5) working days following receipt of the grievance.

9.07 Time limits specified **in** this Article may be extended by mutual agreement of both parties. Such extension shall be confirmed in writing within three (3) working days.

9.08 A group grievance or policy grievance by **the Union** shall be submitted at Step Two. It is understood that such a policy grievance shall not deal with matters which have been the subject of an individual employee grievance.

ARTICLE 10 - ARBITRATION

- 10.01** Failing the satisfactory settlement at Step Three - Article 9.06; the grievance may be referred to arbitration within twenty (20) days after receipt of the reply at Step Three. The party referring the grievance to arbitration shall immediately notify the other party.
- 10.02** The arbitration procedure as it pertains to this Collective Agreement shall be conducted in accordance with the Labour Relations Act.
- 10.03** Such times as mentioned in the above noted Act and Article 10.01 may be extended by mutual agreement of both parties. Such extension shall be confirmed in writing within three (3) working days.

ARTICLE 11 - DISCIPLINE

- 11.01** Any disciplinary action recorded in an Employee's file shall not be used after a lapse of two (2) years following the date on which the disciplinary action occurred.
- 11.02** The Employee's reply to such a disciplinary action shall become part of his/her record.

ARTICLE 11 - DISCIPLINE (cont'd)

11.03 When an employee is to be disciplined, **suspended**, or discharged **he/she** shall be advised within two (2) working days, in writing, by the Employer of the reasons for such action.

Note: "Discipline" is to be defined as those instances of severe reprimand that requires a written notice to become part of **his/her** personnel file.

11.04 Right To Have Steward Present

An Employee shall have the right to have **his/her** Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact **his/her** Steward to be present at the interview.

A Steward or Local Union Officer shall have the right to consult with a CUPE Staff Representative and to have **him/her** present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 11 - DISCIPLINE (cont'd)

11.05 Personnel Records:

An employee shall have the right to have access to and review his/her personnel record.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was **not** aware at the time of filing.

An employee shall have the right to make copies of any material contained in his/her personnel record.

ARTICLE 12 - JOB POSTINGS

12:01 When a permanent full-time or part-time vacancy occurs within the bargaining unit and the position is to be filled, or a new permanent full-time or part-time position is created within the bargaining unit, the Employer shall post notice of the position in its offices and schools for a minimum of seven (7) working days.

Employees may apply in writing with an up-to-date application form within the specified deadline to the Director of Education for such vacancy or new position. Applicants shall be notified in writing of the results of the competition.

Summer Vacancies:

During July and August, the Employer agrees to post all bargaining unit vacancies in all open work locations for fifteen (15) working days and send a copy of the posting to each employee within the bargaining unit.

12:02 In filling job vacancies, the criteria of seniority, qualifications, demonstrated skill, efficiency and ability to meet the requirements of the position as outlined on the job posting will be used for selecting a person from the persons responding to the job posting.

12:03 Information in Postings:

Such notice shall contain the following information:
Nature of position, qualifications, skills, wage or salary rate, and total weekly hours of work.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Definition of Lay-Off:

A lay-off shall be defined as a reduction in the work force or reduction in the regular hours of work.

13.02 Advance Notice of Lay-Off:

The Employer shall notify the **employee(s)** who is /are to be laid off ten (10) working days prior to the effective date of lay-off. **If the employee(s) has/have** not had the opportunity to work the days as provided in this Article, **he/she** shall be paid for the days for which work was not made available.

13.03 a) In the event of a lay-off of employees becoming necessary this lay-off shall be carried out in such a manner as to maintain an efficient work force. Employees shall be laid off in the reverse order of their seniority provided that the employees retained to perform the work available during a lay-off shall:

- i)** not receive a promotion as a **result of** the lay-off,
- ii)** have the qualifications and **ability** to perform **the work**;
- iii)** be willing to perform the work required.

ARTICLE 13 - LAYOFFS AND RECALLS

- 13:03 b)** No new employee will be hired until a person **who is on lay-off and** who still retains seniority has been given the opportunity for recall to all positions at a level equivalent or lower to the one **he/she** held prior to layoff, provided that such a person has the ability to do the work in question.
- c) Employees who are **on** lay-off shall be given preference for substitute or temporary assignments.

13.04 Grievance on Lay-Offs and Recalls:

Grievance concerning lay-offs and recalls shall be initiated at Step Two of the Grievance Procedure.

ARTICLE 14 - HOURS OF WORK

14.01 Regular Weekly Hours : Full-Time Employees

The regular work week shall consist of five (5) seven hour days from Monday to Friday inclusive. No seven hour schedule shall be spread over a period longer than **8 hours** without the mutual consent of the employee, his/her immediate supervisor, and **the** union.

14.02 Regular Yearly Hours: Full-time Employees

- a) The regular work year shall consist of **52** weeks, with a minimum of **1820** regular hours of work or pay.

ARTICLE 14 - HOURS OF WORK

- b) (i) In the **case** of School **Secretaries**, the regular work year shall **consist** of **40** weeks with a minimum of **1400** regular hours of work **or** pay.

* Effective January **1994**, the regular work year shall **consist** of **41** weeks with a minimum of **1435** regular hours of work **or** pay.

• Effective January **1995**, the regular **work** year shall consist of **42** weeks with a minimum of **1470 regular hours** of work **or** pay per full time complement.

- (ii) In the case of **part-time (0.5)** School Secretaries, the regular work year shall consist of **40** weeks with a maximum of **700** hours of work or pay.

• Effective January **1994**, the regular work year shall consist of **41** weeks with a maximum of **735** hours of work **or** pay.

• Effective January **1995** an additional **35** hours will be assigned on a pro-rated basis.

- (iii) In the case of part-time **(0.3)** School Secretaries at **Ste. Margeurite Bourgeois**, the regular work year shall consist of **40** weeks plus **35** hours effective January **1994**.

ARTICLE 14 - HOURS OF WORK (cont'd)

14:02 Regular Yearly Hours: Full-time Employees (cont'd)

- c) In the case of technical staff, the **regular** work year shall consist of **52** weeks with a minimum of **1820** hours of work or **pay**.

14.05 LETTER OF INTENT

The Employer **agrees** for the length of the contract, that **previous** flex-time arrangements during summer months in order to have Friday off and **flextime** arrangements in order to have Christmas Break off shall continue. Both parties agree to discussions in regards to expanding upon mutually agreeable flexible working hours.

14.06 Rest Period

Full-time employees shall be entitled to a fifteen (**15**) minute rest period in the first half and the second **half** of a normal working day. Part-time employees shall be entitled to one fifteen (**15**) minute rest period for each half day worked.

ARTICLE 15 - RATE OF PAY

15.01 Upon signing of this Collective Agreement, hourly rates for all employees covered by this Agreement will be increase as follows:

January 1993 - December 1993 1.0%

January 1994 - December 1994 0.5%

January 1995 - December 1995 0.5%

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

All time worked before or after the regular daily hours, the regular weekly hours, regular yearly hours or on a paid holiday as provided in Article 17 shall be considered overtime.

16.02 Compensation For Work Before or After Scheduled Daily Hours

Overtime work before or after the regular daily hours shall be paid for at the rate of time and **one-half**.

16.03 Compensation For Work Before or After Scheduled Weekly Hours

Overtime work before or after the regular weekly hours shall be paid for at the rate of time and **one-half**.

ARTICLE 16 - OVERTIME (cont'd)

16.04 Employees required to work on any of the paid holidays (Article 17.01) shall be paid at a rate of time and one-half plus another day off with pay at a time mutually agreed upon between the employee and the Superintendent of Human Resources.

16.05 Overtime For Part-time Employees

A part-time employee working less than the regular working hours per day or week, shall be paid straight time pay during his/her regularly scheduled part-time hours.

Overtime rates shall apply after his/her regular hours in the working day or week and for all work performed on paid holidays and regular days off.

16.06 Overtime During Layoffs

There should be no overtime worked in any operation while there are available employees on lay-off able to perform the work.

16.07 Call Back Pay Guarantee

An Employee who is called in by authorized personnel and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours or his/her overtime rate, whichever is greater.

16.08 Overtime will not be mandatory.

16.09 Payment for all such overtime must be authorized by the Superintendent of Human Resources.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 Paid Holiday

- (a) The Employer **recognizes** the following as paid holidays for full-time employees:

New Year's Day
Good Friday
Easter Monday
Queen's Birthday
Canada **Day**
Civic **Holiday**
Labour **Day**
Thanksgiving Day
Christmas Day
Boxing Day
Christmas Eve Day

One (1) day in lieu of Remembrance Day to be taken at the employees discretion.

- (b) Part-time employees shall receive the following paid holidays, on a **pro-rated basis**:

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

One (1) day in lieu of Remembrance Day.

ARTICLE 17 - STATUTORY HOLIDAYS (cont'd)

17.02 Compensation For Paid Holidays Falling On Scheduled Day Off

When any of the above noted paid holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time designated by the employee.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

18.02 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

18.03 Leave of Absence For Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits. The Board will invoice the Union for full reimbursement of employee's pay and benefits while in attendance of any conventions.

ARTICLE 18 - LEAVES OF ABSENCE (cont'd)

18.04 Staff Development Leave

The Board recognizes the benefits of ongoing staff development and may organize, with employee input, growth opportunities to assist the individual to attain personal goals and also achieve the organizational goals.

ARTICLE 19 - VACATION LEAVE

19.01 a) Full-time employees shall be entitled to their annual leave on the following basis:

| <u>Service</u> | <u>Days Vacation Leave Per Year</u> |
|-----------------------|--|
| 0 months - 8 months | 4% |
| 8 months - 1 year | 1 week |
| 1 year - 2 years | 2 weeks |
| 2 years - 6 years | 3 weeks |
| 6 years - 15 years | 4 weeks |
| Over 16 years | 5 weeks |

b) Part-time regular employees shall receive a pro-rated amount of annual leave based on (a) above.

c) Vacation pay shall be issued during vacation periods.

ARTICLE 19 - VACATION LEAVE (cont'd)

19.01 d) Annual Leave Records/Carry Over of Leave

- i) As **soon** as possible after the close of each calendar year the Employer shall advise each employee in writing of the amount of annual leave to **his/her** credit.

- ii) Employee may also request, in writing to the Superintendent of Human Resources, for approval to carry over more than **five (5)** days vacation leave. Such a written request should include the reasons for such carry over or leave and the recommendation of the immediate supervisor,

19.02 Vacation Pay on Termination

An Employee **terminating his/her** employment shall be entitled to a proportionate payment of wages in lieu of earned but unused vacation.

19.03 Temporary Employees - Vacation Pay

Temporary/Substitute employees shall be paid a vacation pay allowance calculated at **4%** of their gross earnings on a **bi-weekly** basis.

ARTICLE 20 - SICK LEAVE PROVISION

20.01 Paid Sick Leave

- (a) Full-time employees shall be credited with sick leave earned at the rate of 2 days per month.
- (b) **Regular part-time** employees **will** also be entitled to these sick leave benefits on a pro-rated basis.

20.02 Accumulation of Sick Leave

The **unused** portion of an Employee's sick leave shall accrue from year to year to a maximum of 220 days.

20.03 Deductions From Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days or part thereof (exclusive of holidays) absent **for** sick leave.

20.04 Medical/Dental Appointments

Medical and/or dental appointments should **normally** be scheduled outside normal working hours where possible. Where such appointments cannot be scheduled outside normal **working** hours, the Employee should endeavour to schedule the **appointment** to minimize work time lost. If such **appointment(s)** requires the employee to be absent **beyond** half **his/her** normal shift, such time shall **be** deducted from the employee's sick leave bank.

SECTION 20 -

20.05 Proof of Illness

An employee shall be required to produce a certificate from a medical practitioner for any illness in excess of five (5) consecutive working days, certifying that he/she was unable to carry out his/her duties due to illness.

20.06 Illness in the Family

Where no-one at home other than the employee can provide for the needs during illness of an immediate member of his/her family, an employee shall be entitled, after notifying his/her supervisor, to use a maximum of five (5) accumulated sick leave days per year to care for the member of the family who is ill.

20.07 Sick Leave Records

As soon as possible after the close of each calendar year, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to his/her credit.

ARTICLE 21 - SPECIAL LEAVE

21.01 (a) Bereavement Leave

- 1) Three (3) consecutive working days leave with pay, shall be granted to an employee of the Board for the death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, grandparent.

- 2) Three (3) consecutive working days leave with pay, shall be granted to an employee of the Board for special bereavement not covered under Article **21.01(a)**. Such request shall be for good and sufficient cause and must be approved by the Superintendent of Human Resources or his/her designate. Such approval shall not be withheld unjustly.

21.01 (b) Paid Jury or Court Witness Duty Leave

Special leave with pay shall be granted when an employee is required to appear in court by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged. The employee shall submit to the Board a certificate signed by a court representative testifying to his/her presence at court. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 21 - SPECIAL LEAVE (cont'd)

21.01 (c) Part-time employees shall be entitled to leave as per this Article provided it coincides with a scheduled **work** day on a **pro-rated** basis.

21.02 Pregnancy and Parental Leave

i) **Pregnancy/Parental/Adoption** Leave shall be granted to an employee in accordance with the terms of the Employment Standards Act, **1990**. It is understood that this leave is as follows:

Pregnancy • **17** Weeks
Parental • **18** Weeks
Adoption • **18** Weeks

ii) The employee ~~on~~ **Pregnancy/Parental/Adoption** leave shall retain all **benefits** acquired to the commencement of the leave, and shall be entitled to continue to **participate** in the Board's benefits during the leave. The Board **agrees** to continue coverage of Major Medical, Dental, Life Insurance and Long Term **Disability** with the Board paying the Board's portion where applicable.

This leave shall be added to seniority accrued to the **commencement** of the leave and shall be credited for purposes of calculating vacation entitlement.

ARTICLE 21 - SPECIAL LEAVE

21.02 Pregnancy and Parental Leave (cont'd)

Effective September 1st, 1989, a Board Office employee taking **Pregnancy** leave for the birth under this Article who is subject to a waiting period of two weeks before receiving Unemployment Insurance Maternity Benefits shall receive an allowance. This allowance shall be the same amount as the employee receives in benefits from the Unemployment Insurance Commission for a two week period.

Upon the confirmation by the Unemployment Insurance Commission of the appropriateness of the Board's Supplemental Unemployment Benefits (**SUB**) Plan, an employee who is in receipt of Unemployment Insurance Pregnancy Benefits pursuant to Section 30 of the Unemployment Insurance Act 1971, shall be paid equivalent to 75% of the regular weekly earnings.

21.03 General Leave Without Pay

A **leave** of absence without pay and without loss of seniority may be granted by the Employer. Requests for such **leaves** shall be in writing to the employee's immediate **supervisor** not less than twenty (**20**) days prior to the date of the leave. The request and the recommendation of **the** immediate supervisor shall be forwarded to the Superintendent of **Human** Resources. The employee **shall** be notified of the decision in writing five (**5**) days prior to the date of the leave.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall pay salaries and wages ~~bi-weekly~~ for the current week in accordance with Schedule "A" attached hereto and forming part of this ~~agreement~~. On each ~~pay day~~ each ~~employee~~ shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

The Employer may not make deductions from wages ~~or~~ salaries unless authorized by statute, court order, arbitration order, the employee or ~~by~~ this agreement.

22.02 Pay on Temporary Transfer, Higher Rated Job

When an employee temporarily relieves in ~~or~~ performs the principal duties of a higher paying position at a flat rate of pay, he/she shall receive the rate for the job.

22.03 Automobile Allowance

Travel rates paid to an employee using his/her own automobile for the Employer's business shall be as follows:

- a) As per Board Policy

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES
(cont'd)

22.04 Employee Benefits

- a) Full-time **employees** must participate in the Board's approved pension plan (**O.M.E.R.S.**).
- b) Part-time employees who **meet** the criteria specified **by** Ontario legislation for **eligibility** for pension plans **shall be** given the option of joining the **O.M.E.R.S.** plan. Eligible employees who decline to join **O.M.E.R.S.** plan may only join at a later date subject to the **applicable** **O.M.E.R.S.** acts and regulations and may not join retroactively.

22.05 Employer Contributions to Life Insurance Plan/Long Term Disability Benefits Plan

The Employer shall pay eighty five (86%) of **any** billed premiums in connection with eligible employees covered under the following Plans:

Extended Health Care and Drug Plan - The current Extended Health Care and Drug **Plan** or its **equivalent** as provided by the Board (**Semi-Private** included) **plus a** Vision Care Plan with a maximum benefit of \$200.00 over a period of two (**2**) years (**including** frames, lenses and medically required contact lenses).

Dental Plan - The current **Dental Plan** or its equivalent as provided by the **Board** plus a Major Dental Services Plan at 50% co-insurance **as** deductible.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

(cont'd)

22.05 Group Life Insurance - All eligible employees shall participate in the Confederation Life Insurance Plan or its equivalent currently in effect, \$54,000 total coverage, or three (31 times annual salary total coverage, whichever is the greater, with the Employer paying eighty five (85%) of any billed premiums for eligible employees.

The Board shall make available a Group Long Term Disability Plan for its employees providing the required number of employees subscribe. An employee on Long Term Disability would be considered an employee of the Board until the expiration of sick leave or two years or the greater of the two.

22.06 Guarantee of Employee Benefit Plans

Should the carrier of an employee benefit listed in this Article default on the payment of any insured benefit, the responsibility for payment shall then rest with the Employer.

If the Employer is responsible for the administration and application of any insurance policy contract established to provide the employee benefits set out herein and if there is any difference arising with respect thereto, it shall be disposed of in accordance with the grievance and arbitration provisions of this collective agreement.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.07 Continuation of Benefits On Lay-Off

The Employer **agrees** to pay the eighty five (85%) for all employee benefit plans except Long Term Disability for employees laid off as long as such employees retain **seniority** rights for a maximum period of three (3) months following lay-off.

ARTICLE 23 - INFORMATION

23.01 A copy of the minutes of the Employer (**Board**) shall be mailed to the Secretary of the Union with the normal distribution.

ARTICLE 24 - SENIORITY

24.01 Seniority is defined as the length of service in the bargaining unit since the date of hire and shall include service with the **Employer** prior to certification or recognition of the Union.

Note: Employees who are on staff as of the date of certification of **CUPE** Local **3668** will have all past service with the Employer, whether in present position or not, counted as seniority from their most recent date of hire.

ARTICLE 24 - SENIORITY (cont'd)

- 24.02** Seniority shall be used in determining the order of layoffs, permanent reduction in the work force and recall, providing always that the remaining **Employee(s)** has (have) the necessary **qualification** and **ability** to perform the work.
- 24.03** The Employer will maintain a seniority list **showing** each employee's name and the date on which the **employee's** seniority commenced. In January of each year the Employer will revise the seniority list and provide copies of the revised list to the **CUPE Local 3668** and post on bulletin boards.
- 24.04** Newly hired probationary Employees shall attain seniority rights until they have completed the probationary period. Upon satisfactory completion of the probationary period, the employee's name shall be added to the existing seniority list, showing the seniority date as the date of hire.
- 24.05** The selection and promotion of Employees to Board positions outside the bargaining unit are not governed by this Agreement. In the event an Employee is or has been promoted to any such position and is returned to a vacant position within the bargaining unit within six **(6)** months, **he/she** shall be credited with the additional seniority accrued during the period **he/she** was employed outside the bargaining unit.

SECTION 24 - SENIORITY (cont'd)

24.06 Seniority Shall Terminate When An Employee

- 1) Terminates his/her employment for any reason; or
- 2) Is discharged and not reinstated through the grievance or arbitration procedures; or
- 3) Is laid off for a period longer than twelve (12) consecutive months; or
- 4) Is retired at the regular retirement age.

ARTICLE 25 - JOINT JOB EVALUATION

25.01 LETTER OF INTENT

The parties shall within **thirty (30)** days following the signing of this agreement establish a Joint Job Evaluation Committee consisting of three **(3)** members from the Employer and **three (3)** members from the Union. This Joint Committee shall have **equal** representation and **participation** from both parties.

25.02 Disagreement Regarding Job Evaluation

Any disagreement **concerning** the overall Job Evaluation Program shall be referred to a single Arbitrator who shall be jointly selected by the parties to this agreement. The power of the Arbitrator shall be limited to the **matters** in dispute as submitted. The decision **shall be** final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the **arbitration**. The Arbitrator's fees and expenses shall be determined in advance and shall be borne equally between both parties.

ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES

26.01 Technological Change - Definition

In this Article "technological change" means any change in:

- a) the introduction of equipment, material or processes **different** in nature **type** or quantity from ~~that~~ previously **utilized**.
- b) in work methods, organization, operations or processes affecting one or more **employees**.

26.02 The Employer will consult with the **Union** on any introductions of **technological change** which may **affect a reduction in the** work force of the bargaining unit.

ARTICLE 27 - COPIES OF A _____

27.01 Copies of Agreement

The Union and the Employer desire **every employee** to be familiar with the provisions of this **Agreement** and his/her **rights** and obligations under it. The **Employer** shall print, at his/her own **costs**, sufficient copies of the **agreement** in booklet form within thirty (30) days of signing.



ARTICLE 28 - GENERAL

28.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

28.02 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employee.

ARTICLE 29 - TERM OF AGREEMENT

29.01 Duration

This Agreement shall be binding and remain in effect from January 1st, 1993 to December 31st, 1995 and shall continue from year to year hereafter unless either party gives to the other party notice in writing by October 1st in any year that it desires its termination or amendment.

29.02 Changes in Agreement

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this agreement.

ARTICLE 29 - TERM OF AGREEMENT (cont'd)

29.03 Notice Of Changes

Either party desiring to propose changes to this Agreement shall, within the 90 days prior to termination date, give notice in writing to the other party of the changes proposed. Within thirty (30) days of receipt of such notice by one party, the other party, is required to enter into negotiations for a new agreement.

SCHEDULE A

BI-WEEKLY PAYROLL SCHEDULE 1993 - 1995

1993

September 3rd, 1993
September 17th, 1993
October 1st, 1993
October 15th, 1993
October 29th, 1993
November 12th, 1993
November 26th, 1993
December 10th, 1993
December 24th, 1993

1994

January 7th, 1994
January 21st, 1994
February 4th, 1994
February 18th, 1994
March 4th, 1994
March 18th, 1994
April 1st, 1994
April 15th, 1994
April 29th, 1994
May 13th, 1994
May 27th, 1994
June 10th, 1994
June 24th, 1994
July 8th, 1994
July 22nd, 1994
August 6th, 1994
August 19th, 1994
September 2nd, 1994
September 16th, 1994
September 30th, 1994
October 14th, 1994
October 28th, 1994
November 11th, 1994
November 25th, 1994
December 9th, 1994
December 23rd, 1994

SCHEDULE A

(cont'd)

1995

January 6th, 1995

January 20th, 1995

February 3rd, 1995

February 17th, 1995

March 3rd, 1995

March 17th, 1995

March 31st, 1995

April 14th, 1995

April 28th, 1995

May 12th, 1995

May 26th, 1995

June 9th, 1995

June 23rd, 1995

July 7th, 1995

July 21st, 1995

August 4th, 1995

August 18th, 1995

September 2nd, 1995

September 16th, 1995

September 30th, 1995

October 14th, 1995

October 28th, 1995

November 11th, 1995

November 26th, 1995

December 9th, 1995

December 23rd, 1995

SCHEDULE B

RATES OF PAY 1993 - 1995

| <u>January 1, 1993</u> | <u>Receptionist</u> | <u>School Secretary/ Board Office</u> |
|-----------------------------------|----------------------------|--|
| 0 - 6 month | \$12.31 | \$13.59 |
| Over 6 months | \$13.24 | \$14.13 |
| <u>January 1, 1994</u> | | |
| 0 - 6 months | \$12.38 | \$13.66 |
| Over 6 months | \$13.31 | \$14.20 |
| <u>January 1, 1995</u> | | |
| 0 - 6 months | \$12.44 | \$13.73 |
| Over 6 months | \$13.38 | \$14.27 |

Technical Staff

| | <u>0 - 1 Year</u> | <u>Over 1 Year</u> |
|-------------------------|--------------------------|---------------------------|
| Computer Technician | \$30,330 | \$33,330 |
| Psychometrist | \$35,878 | \$39,426 |
| Lead Speech Pathologist | \$39,536 | \$43,447 |
| Speech Pathologist | \$37,255 | \$41,183 |

Letter of Understanding

Conditions of Employment Re: Speech Pathologist and Psychometrist

All rights, privileges, and working conditions which these employees now enjoy, receive or possess as employees of the Board shall continue to be enjoyed and possessed insofar as they are consistent with the collective agreement, but may be modified by mutual agreement between the Board and the Union.

LETTER OF INTENT

Retirement Gratuity

That the existing clause in the former Office Staff Agreement be applicable to Jean Malloy upon her retirement.

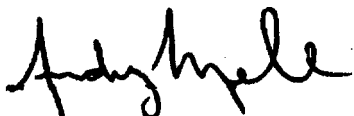
LETTER OF INTENT

Job Sharing

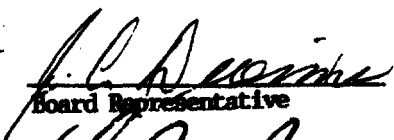
The parties agree to further investigate the possibility of a Job Sharing Program no later than January 1st, 1994.

Signed on behalf of the
Canadian Union of Public
Employees and its Local
3668

Signed on behalf of the
Lanark, Leeds & Granville
Roman Catholic Separate
School Board



Provincial Union Rep.



Board Representative




Local Union Representative



Board Secretary-Treasurer



Local Union Representative



Chairman of the Board

(SEAL.)

November 9, 1993

DATE

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