

SOURCE	BOARD
EFF.	90/12/01
TERM.	92/11/30
No. OF EMPLOYEES	97
NUMBER OF EMPLOYEES	D.L.

**THIS AGREEMENT MADE THIS 28th DAY OF JANUARY, 1991**

**BETWEEN**

**THE BRANT COUNTY BOARD OF EDUCATION  
(hereinafter called the "Board")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 282  
FULL-TIME OFFICE, CLERICAL AND TECHNICAL UNIT  
(hereinafter called the "Union")**

**FTS - 8 1991**

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THIS AGREEMENT MADE THIS 28th DAY OF January 1991.

**BETWEEN:**

**THE BRANT COUNTY BOARD OF EDUCATION**

hereinafter called the "Board"

of the first part;

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 282 (Full-Time Office, Clerical and  
Technical Unit)**

hereinafter called the "Union"

of the second part.

#### **ARTICLE 1 - GENERAL PURPOSE**

**1.1**

Whereas in the interest of the efficient conduct and administration of the Board's affairs, it is desirable that there shall be harmonious relations; fair and reasonable remuneration shall be paid for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge, and seniority in the service. This Agreement is entered into by the Parties hereto in order to provide for orderly collective bargaining relations between the Board and its employees. It is the desire of both Parties to co-operate in maintaining a mutually satisfactory relationship between the Board and its employees.

#### **ARTICLE 2 - RECOGNITION**

**2.1**

The Board recognizes the Canadian Union of Public Employees and its Local 282 as the sole and exclusive collective bargaining agents for all office, clerical and technical employees of The Brant County Board of Education in the City of Brantford, and the County of Brant, Ontario, save and except supervisors, persons above the rank of supervisor, purchasing agent, assistant purchasing agent, manager of executive services, secretary to superintendent of business and treasurer, academic secretaries, accounting secretary, secretary to controller of plant, human resources secretaries, affirmative action co-ordinator, human resources co-ordinators, students employed during the school vacation period, persons on a work experience program, persons on a government sponsored summer program, persons regularly employed for not more than twenty-four (24) hours per week, and audio-visual technicians operating out of the Teacher Resource Centre, all as per Certificate dated December 17, 1979, of the Ontario Labour Relations Board.

**ARTICLE 2 - RECOGNITION(CONTINUED)**

2.2 **Temporary Worker** - A person employed for the purpose of replacing an employee absent due to sickness, accident, or other approved absence or leave; or a person employed for the purpose of performing a temporary assignment.

Such persons shall not be entitled to the accrual of seniority or fringe benefits in excess of the provisions of the Employment Standards Act, with the following exception:

"A temporary worker who is subsequently appointed to the probationary staff shall have their seniority dated back to the commencement of their last temporary assignment, provided there has not been an intervening employment break with the Board of more than one month between completing the temporary assignment and the probationary appointment.

The months of July and August shall not be included in determining whether a person has had an intervening break."

Each temporary employee with no Board experience shall be paid at the minimum rate of the category of the permanent employee who is being replaced.

Each temporary employee with one or more years of Board experience will be paid at a rate not to exceed level three of the category of the permanent employee who is being replaced.

Temporary workers may be engaged by the Board at any time for periods of up to seventy consecutive calendar days, and the length of the term of employment within the seventy day limitation shall be at the sole discretion of the Board. An extension of this seventy calendar day period may be made by mutual agreement of the Union and the Board.

2.3 Ten-month employees desiring to work during the school holidays shall register their willingness to accept temporary assignments with the Supervisor of Human Resources. These employees shall be hired for these vacancies prior to anyone outside the bargaining unit, if they have the required qualifications and abilities to perform the available work.

**ARTICLE 3 - DISCRIMINATION**

3.1 Each of the Parties hereto agree that -there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union.

**ARTICLE 4 - CORRESPONDENCE & UNION DUES DEDUCTIONS**

4.1 All correspondence from either party to the other, arising out of or incidental to this Agreement, shall be forwarded to the Superintendent of Business and Treasurer and the Administrator of Human Resources or to the Recording Secretary of the Union.

**ARTICLE 4 - CORRESPONDENCE & UNION DUES DEDUCTIONS (CONTINUED)**

- 4.2 The Board will advise the Union of the names and addresses of all new employees within thirty days of their employment.
- 4.3 The Board shall deduct each month from the pay of each employee an amount equal to the regular monthly Union dues. Students shall not be deducted Union dues for the months of May, June, July and August but shall pay dues for the remainder of the year.
- 4.4 All sums deducted pursuant to Section 4.3 will be remitted to the Treasurer of Local 282 not later than the fifteenth day of the month following, accompanied by a list of employees in respect to whom deductions have been made.
- 4.5 The Income Tax Slips (T-4) provided each year by the Board, shall indicate thereon the amount of the Union Dues paid by each member during the previous year.

**ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS**

- 5.1 The management of the Board's operations and the direction of its employees shall continue to be vested exclusively with the Board, and shall, among other things, include the right to hire, discharge, promote, demote and discipline employees. The exercise of these functions shall be subject to the right of the employee to grieve to the extent and manner provided herein if any of the provisions of this Agreement are violated.

**ARTICLE 6 - RESERVATION OF EMPLOYEE RIGHTS**

- 6.1 All employees, during the term of this Agreement, shall continue to enjoy all the rights, benefits and privileges with respect to salary or wages, job opportunities, holidays, vacations, sick pay, leave of absence, fringe benefits, overtime work, pensions and retirement gratuities, as provided by this Agreement in addition to those rights, benefits or privileges provided by Board Policies and/or required by government legislation.

**ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.1 It is the mutual desire of the Board and the Union that the complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have given to the Supervisor of Human Resources (or, in their absence, their superior) an opportunity to adjust the employee's complaints. The employee shall be accompanied by an officer of the Union during such discussions.

It is further understood that an employee who uses avenues other than the Grievance procedure contained in this Article 7 to rectify a complaint or grievance may prejudice their complaint or grievance or arbitration procedure.

**ARTICLE 7 - GRIEVANCE PROCEDURE (CONTINUED)**

- 7.2 An employee who has a complaint other than one entailing a monetary settlement must bring that complaint to the attention of the Supervisor of Human Resources, (or, in their absence, their superior) within five (5) working days of when the employee became or ought reasonably to have become aware of the circumstances which gave rise to the complaint. The Supervisor of Human Resources (or, in their absence, their superior) shall verbally reply to the complaint within five (5) working days from the presentation of the complaint.
- 7.3 The time limits provided under the grievance procedure may be extended by mutual agreement of the Parties.
- 7.4 Any complaints or grievance concerning or affecting a group of employees shall be originated under Step No. 1.
- 7.5 Any policy or grievance arising directly between the Board and the Union shall be originated under Step No. 1.
- 7.6 All decisions agreed upon between the Board and the Union shall be final and binding upon the Board, the Union and the employee or employees concerned..
- 7.7 In discussing their complaint, the employee shall be allowed time off during working hours, provided this occurs between normal business hours (8:30 a.m - 4:30 p.m), and shall be accompanied by an officer of the Union.
- 7.8 Failing settlement when an employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of the Agreement, the employee shall reduce the grievance to writing stating the nature of the grievance, the Article or Articles allegedly violated, the redress sought, sign the grievance, and then, within five (5) working days of the verbal reply in 7.2 above, submit the grievance to the Administrator of Human Resources or designate, following which the grievance will be processed in the following manner and sequence.

**STEP NO. 1** - The Administrator of Human Resources or designate, shall convene a meeting with the Union Grievance Committee and grievor in an effort to resolve the grievance. The meeting will be held within three (3) working days of the receipt of the grievance. The Administrator of Human Resources or designate, shall render a decision in writing within three (3) working days after the meeting.

**ARTICLE 7 - GRIEVANCE PROCEDURES (CONTINUED)**

**7.8**        **STEP NO. 2** - Failing a settlement in Step No. 1, the Union's grievance committee may refer the matter to the Board within five working days of receiving the decision in Step No. 1; and the grievance committee (which at this stage may consist of five (5) employees, one of whom may be the complainant) shall be granted a hearing at the next regular meeting of the Board which, in any event, shall be held not later than four (4) weeks after receiving the written grievance, and at which time the written record of the grievance shall be presented. A national representative of the Union may be present at the request of either Party. The decision of the Board shall be given in writing within five (5) working days following the meeting.

In the case of a Policy Grievance of the Board, the grievance shall be sent by registered mail to the Recording Secretary of the Union, and the Parties shall meet at the next regular meeting of the Board which, in any event, shall be held not later than four (4) weeks after receiving the written grievance. The decision of the Union shall be rendered no later than five (5) working days following the meeting.

**7.9**        Failing a settlement under Step No. 2 of any difference between the Parties arising from interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 8 herein, and if no written request is received within one (1) calendar month after the decision in Step No. 2 is given, it shall be deemed to have been abandoned.

**ARTICLE 8 - ARBITRATION**

**8.1**        A Board of Arbitration shall be duly constituted as provided by the Ontario Labour Relations Act.

**8.2**        Each of the Parties hereto shall bear the expenses of the Arbitrator appointed by it, and the Parties shall bear jointly and equally the expenses of the Chairman of the Arbitration Board.

**8.3**        The Board of Arbitration, appointed pursuant to the provisions of this Agreement, has no jurisdiction to alter, amend, set aside, add to or delete from any of the provisions herein contained, or to render any decision which is inconsistent with the provisions of this Agreement.

**8.4**        In determining any grievance arising out of discharge, the Board of Arbitration may dispose of the claim by affirming the Board of Education's action and dismissing the grievance, or by setting aside the discharge involved and restoring the grievor to their former position with or without compensation, or in such other manner as may, in the opinion of the Board of Arbitration, be justified.

**ARTICLE 9 - NO STRIKE AND NO LOCKOUT**

- 9.1 The Union agrees that it will not cause, direct; or consent to any illegal strike or slowdown on the part of the employees represented by the Union, and that if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties and to resort to the Grievance Procedure established herein for the settlement of any complaint or grievance.
- 9.2 The Board agrees that there shall be no lockout during the term of this Agreement.

**ARTICLE 10 - DISCHARGE AND SUSPENSION CASES**

- 10.1 An employee covered by this Agreement who is being discharged or suspended will be so notified by the Superintendent of Business and Treasurer (or designate) in writing, with a copy provided to the Secretary of the Union. Such notification to contain the reasons for the action taken and notification of the action is also to be presented to the Board at its next regular meeting.
- 10.2 An employee who considers they have been wrongfully discharged or suspended shall be entitled to file a grievance under Article 7.8, Step 1 within five (5) working days of the circumstances which led to the grievance or complaint having been brought to the attention of the employee concerned.
- 10.3 Should it be found, upon investigation, that any employee (probationary employees excepted) has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all lost time and earnings.
- 10.4 When a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee, in advance, of the purpose of the interview in order that the employee may contact a Union official who may be present at the interview. In addition, the Board shall notify the Union, in advance, of the purpose of the interview.

**ARTICLE 11 - SENIORITY'**

- 11.1 Seniority is defined as the length of service in the bargaining unit and shall include service with the Board prior to the certification of recognition of the Union.
- For purposes of vacation allotment and wage progression through the salary grid, seniority shall be determined on the basis of the number of calendar years in the employ of the Board. For purposes of applications for postings, for promotions or transfers; for lay-off and for re-call, and for indicating vacation preference, each year of seniority shall equate to 1,650 hours worked for the Board. Seniority shall be carried between the Full-Time Unit and the Part-Time Unit and vice versa.
- 11.2 The Board shall maintain a seniority list showing the date upon which each employee's service commenced and in which Unit the employee is presently situated. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and to each school and administrative office by February 1st of each year.



ARTICLE 11 - SENIORITY (CONTINUED)

- 11.3 New employees shall be on probation during the first fifty (50) days worked of their employment. The probationary period of a new employee may be extended for a period not to exceed twenty (20) days worked. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 11.4 An employee who is absent from work due to sickness, accident or approved leave of absence shall not lose seniority rights, subject to the following: -
- An employee's seniority shall be lost for the following reasons:
- ( i) Dismissal for just cause;
  - ( ii) Voluntary resignation;
  - ( iii) Retirement;
  - ( iv) Absence without permission unless a just reason is submitted upon return to work;
  - ( v) Off from work due to lay-off for more than one year for an employee with less than five years of seniority, and off from work due to lay-off for more than two years for an employee with five or more years of seniority;
  - ( vi) Off from work due to illness for the greater of cumulative sick leave, or one year for an employee with less than four years of seniority and off from work due to illness for the greater of cumulative sick leave, or two years for an employee with four or more years of seniority.
- 11.5 If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, such return shall not result in the lay-off or bumping of any employee, and their seniority would resume effective with the date of their return to the unit. Employees temporarily transferred to positions outside the bargaining unit shall suffer no loss of seniority for the first six months of such transfer. Lost time will be shown on each succeeding seniority list.
- 11.6 If a transfer to a different category takes place before the probationary period of fifty (50) days worked has been completed, a new probationary period of sixty (60) days shall start with employment in the new category.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

- 12.1 When a new position is created, or when a vacancy occurs within the bargaining unit, the Board shall post notice of the position in the Board's offices, cafeterias and libraries for a minimum of one week. Positions shall be posted within one week of vacancy. Vacationing employees may register in writing their interest in applying for an anticipated posting.

**ARTICLE 12 - PROMOTIONS AND STAFF CHANGES (CONTINUED)**

- 12.2 Such notice shall contain the following information: nature of position, whether a ten or twelve-month position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.
- 12.3 No outside advertisement for any vacancy shall take place within the period of one week following delivery of the job vacancy posting to the schools, offices and cafeterias.
- 12.4 In making staff changes, the applicant senior in service who has the required qualifications and ability shall be appointed, and the successful applicant shall be notified within thirty (30) days of the posting date. The only exception to the foregoing time limit shall be when an appointment is made from outside of the bargaining unit. An employee who receives a promotion or transfer through the job posting procedure will be given a trial period of twenty (20) days worked (excluding any time worked in July and August for employees in secondary schools) in the new position. After the trial period the Board or the employee may decide that the employee is not suited to the new position, and in such a case they shall be returned to their previous position.
- 12.5 Within reasonable time following the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.
- 12.6 If an employee is transferred to a higher category position, they shall be paid at the same incremental level, within the maximum as they were paid in the lower category prior to their transfer.
- 12.7 On request, the Board may provide suitable employment when through injury, illness, or handicap an employee is unable to perform their normal duties. Such employee shall not displace another employee.
- 12.8 An employee hired after the date of ratification of this Agreement who has had prior service with the Board and whose break in service has not exceeded three (3) years will be paid according to their service with the Board provided that their category is the same as the category held at the time of termination.

**ARTICLE 13 - LAY-OFFS AND RECALL**

- 13.1 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.
- 13.2 Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, an employee about to be laid off may bump any employee with less seniority providing that the employee exercising the right is qualified to perform the work of the less senior employee. An employee receiving notice of lay-off must indicate within ten (10) working days that they wish to accept the lay-off or bump another employee.
- 13.3 Employees qualifying for recall shall be recalled in the order of their seniority, provided they have the qualifications to perform the work available.

**ARTICLE 13 - LAY-OFFS AND RECALL (CONTINUED)**

- 13.4 New employees shall not be hired until those laid off during the preceding twelve months have been given an opportunity of recall.
- 13.5 Unless legislation is more favourable to the employee(s), sixty (60) calendar days' notice of lay-off will be given. Should it not be possible to provide work during the sixty (60) days, the laid-off employee shall be paid their regular rate of pay for the days they would normally have worked during the sixty (60) calendar days.

**ARTICLE 14 - HOURS OF WORK**

- 14.1 The regular work day shall not commence before 8:00 a.m nor finish later than 4:30 p.m, except that the Media Technician working at the Teacher Resource Centre shall finish not later than 6:00 p.m and that the regular work day for the Transportation Department shall not commence before 7:30 a.m. nor finish later than 5:30 p.m No shift shall be spread over a period longer than eight hours, with one hour off for lunch. During summer, Christmas and Mid-winter breaks, the hours of work for all twelve month employees shall be between the hours of 8:00 a.m and 4:00 p.m, with one-half hour for lunch.
- Notwithstanding the foregoing, hours of work within the Information Services Department shall not commence before 7:00 a.m nor finish later than 10:00 p.m and no shift shall be spread over a period longer than eight hours, with an hour off for lunch. Work schedules shall be posted two weeks in advance.
- Hours of work for summer school and evening education secretaries shall not commence before 7:30 a.m nor finish later than 9:00 p.m, and no shift shall be spread over a period longer than eight hours, with an hour off for lunch.
- 14.2 The regular work week shall consist of five days of *seven* hours each from Monday to Friday inclusive, for a total of thirty-five hours per week. The regular work week for Educational Assistants shall consist of five days of six hours each from Monday to Friday inclusive, for a total of thirty hours per week.
- 14.3 An employee shall be permitted a rest period of fifteen consecutive minutes in both the first and second half of a shift.
- 14.4 Subject to availability, the Board shall endeavour to secure a replacement for an Educational Assistant assigned health care duties on the first day of absence.
- 14.5 All ten-month employees covered by this Agreement willing to work Christmas Break, March Break and summer recess may register their willingness to accept assignments in their normal line of duty. Management will retain the right to assign overtime work to any employee whether or not so registered with the Supervisor of Human Resources.
- 14.6 All twelve-month half-time employees covered by this Agreement willing to work extra hours may register their willingness to accept assignments in their normal line of duty. Management will retain the right to assign overtime work to any employee whether or not so registered with the Supervisor of Human Resources.

**ARTICLE 15 - REPORTING PAY GUARANTEE**

- 15.1 An employee reporting for work on their regular shift and sent home by the employer due to an act of God or some other emergency shall be paid their regular rate of pay for the entire period of work, with a minimum of three and one-half hours pay.
- 15.2 Where an employee has accumulated sick leave credits and where the employee must leave work due to personal illness, provided that the employee has been at work for at least one hour, there shall be no deduction from the accumulated sick leave credits for the first half day of absence.

**ARTICLE 16 - CALL-IN PAY**

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

**ARTICLE 17 - OVERTIME**

- 17.1 All time worked in excess of seven hours per day or thirty-five hours per week shall be deemed overtime and shall be paid at the rate of time and one-half.
- 17.2 An employee shall receive premium overtime as follows: -  
Double time for all hours worked on a Sunday or a paid holiday.

**ARTICLE 18 - PAID HOLIDAYS**

- 18.1 The Board agrees to grant the following paid holidays:
- |                |   |
|----------------|---|
| New Year's Day | Civic Holiday (for 12 month employees only) |
| Good Friday    | Labour Day                                  |
| Easter Monday  | Thanksgiving Day                            |
| Victoria Day   | Christmas Day                               |
| Dominion Day   | Boxing Day                                  |
|                | Three Float Days                            |

and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

Where any of the above-noted holidays fall on a Saturday or Sunday, an alternate day shall be taken by mutual agreement between the Union and the Board. The float days shall be given during the Christmas Break to provide a Christmas shutdown.

- 18.2 Employees scheduled to work on the last working day prior to Christmas Day shall be excused for the final two (2) hours of their scheduled shift.

**ARTICLE 19 - VACATIONS**

19.1 All permanent twelve-month employees with less than one year's service shall receive vacation as provided by the Employment Standards Act.

All permanent twelve-month employees who complete a full year of employment by August 31st in any year shall be granted vacation as follows:

- 1 year to 2 years - 2 weeks
- 3 years to 8 years - 3 weeks
- 9 years to 17 years - 4 weeks
- 18 years or more - 5 weeks
- After 25 years - One additional day of vacation will be granted for each year of service, to a maximum of five days, until normal retirement.

Effective January 1, 1991 the foregoing shall be amended to provide that after 25 years of service, six weeks' vacation with pay shall be granted, and after 30 years of service, one additional day of vacation will be granted for each additional year of service, to a maximum of 5 days, until normal retirement.

Vacation pay for each week of vacation shall be at the regular rate of pay effective immediately prior to the vacation period.

19.2 All' permanent ten-month employees shall receive vacation pay, by cheque on the first pay day in July of each year, as follows:

- Up to 2 years - 4%) of gross pay earned from
- 3 years to 8 years - 6%) - July 1st to June 30th
- 9 years to 17 years - 8%) inclusive
- 18 years or more -10%

Effective January 1, 1991 the foregoing shall be amended to provide 12% after 25 years of service, and after 30 years of service vacation pay will be increased by .4% for each additional year of service to a maximum of 2% (making 14% the highest rate for vacation pay.)

19.3 The scheduling of annual vacations shall be arranged by the employee's supervisor and/or principal (after consultation with the employee) and approved by the Superintendent of Business and Treasurer.

19.4 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time mutually agreeable. If during an employee's vacation period, the employee qualifies for leave of absence pursuant to Article 25.1 or is hospitalized, there shall be no reduction in vacation period because of the leave or hospitalization. The period of vacation so displaced shall be reinstated for use at a later date. The employee shall be required to provide a doctor's certificate to verify the period of hospitalization.

**ARTICLE 20 - CUMULATIVE SICK LEAVE**

20.1

A Cumulative Sick Leave Plan has been established for all employees covered by this Agreement, as follows:

**PART "A"**

- (1) For employees of the Board, employed before September 1, 1980, a yearly maximum of twenty-six days applies to year-round staff members (including probationary employees). 100% of the unused days each year are accumulated to a possible sick leave total of two hundred and sixty days. After five years of service with the Board and having accumulated two hundred and sixty days, 50% of the annual unused leave allowance, to the nearest half day, may be accumulated to a maximum of one hundred additional days.
- (2) For employees of the Board employed before September 1, 1980, a yearly maximum of twenty days applies to ten-month staff members (including probationary employees). 100% of the unused days each year are accumulated to a possible sick leave total of two hundred days. After five years of service with the Board and having accumulated two hundred days, 50% of the annual unused leave allowance, to the nearest half day, may be accumulated to a maximum of one hundred additional days.

**PART "B"**

- (1) For employees of the Board employed on or after September 1, 1980, a yearly maximum of eighteen days (and twenty days effective September 1, 1989) applies to year-round staff members (including probationary employees). 100% of the unused days each year are accumulated, to a possible sick leave total of two hundred and sixty days.
- (2) For employees of the Board employed on or after September 1, 1980, a yearly maximum of fifteen days (and sixteen and one-half days effective September 1, 1989) applies to ten-month staff members (including probationary employees). 100% of the unused, days each year are accumulated, to a possible sick leave total of two hundred days.

The number of accumulated sick leave days will be shown annually (in September) to each employee.

20.2 (a)

A Retirement and Sick Leave Gratuity has been approved for qualifying employees covered by this Agreement, based on unused Cumulative Sick Leave Credits, up to a maximum of two hundred and sixty days for year-round staff members and a maximum of two hundred days for ten-month employees, based on the following formulae: -

**PART "A"**

- (1) For year-round employees of the Board employed as of August 31, 1980: - -  

$$\frac{\text{Unused C.S.L.}}{260} \times 50\% \text{ of Salary}$$
- (2) For ten-month employees of the Board employed as of August 31, 1980: -  

$$\frac{\text{Unused C.S.L.}}{200} \times 50\% \text{ of Salary}$$

**ARTICLE 20 - CUMULATIVE SICK LEAVE (CONTINUED)**

**20.2 (a) PART "B"**

**(1) For year-round employees of the Board employed on or after September 1, 1980 and up to and including August 31, 1989: -**

Unused C.S.L. X 50% of Salary for 20 years' service  
260 X 40% of Salary for 15 years' service  
X 30% of Salary for 10 years' service  
X 20% of Salary for 5 years' service

**(2) For ten-month employees of the Board employed on or after September 1, 1980 and up to and including August 31, 1989: -**

Unused C.S.L. X 50% of Salary for 20 years' service  
200 X 40% of Salary for 15 years' service  
X 30% of Salary for 10 years' service  
X 20% of Salary for 5 years' service

**PART "C"**

**(1) For year-round employees of the Board employed on or after September 1, 1989: -**

Unused C.S.L. X 20% of Salary  
260

**(2) For ten-month employees of the Board employed on or after September 1, 1989: -**

Unused C.S.L. X 20% of Salary  
200

**20.2 (b) A retiring employee may request that their Retirement and Sick Leave Gratuity payment be scheduled over an extended period save that payment must commence within one year of retirement and completed within three years of retirement.**

**20.2 (c) The Retirement and Sick Leave Gratuity plan will apply to those employees: -**

**A - ( i) who are compelled to retire because of complete disability to engage in any employment with the Board, as certified to by a duly qualified physician or surgeon..**

**OR**

**B - ( i) who are at least fifty-three years old, and**

**(ii) who have been employed on the staff of the Board for a period of five years or more of continuous service.**

**20.2 (d) In the event of the death of a retired employee, any allowance or benefit for which the employee is eligible under the Retirement Gratuity Plan and which remains unpaid shall be paid to their estate.**

**In the event of the death of an employee, a sick leave credit gratuity payment equivalent to the applicable formula of 20.2 (a) will be paid to the employee's estate. This provision will apply to all employees who have had a minimum of five years' service with the Board, and commenced employment with the Board prior to September 1, 1980.**

**ARTICLE 20 - CUMULATIVE SICK LEAVE (CONTINUED)**

- 20.3 **Retirement Age** - The compulsory retirement age of employees covered by this agreement is sixty-five years of age. Notwithstanding the foregoing, an employee may choose to work until the start of the next school break following their sixty-fifth birthday.
- 20.4 **Accidents Covered by Workers' Compensation:** An employee who is injured in the course of their duties will have their Workers' Compensation salary award supplemented from their sick leave account to provide payment of their full salary until the employee's sick leave credits have been exhausted. In the event that an employee does not wish to use their sick leave credits in this manner, they shall receive their Workers' Compensation salary award, and there shall be no deduction from their sick leave credits. Written notification selecting this latter option must be given to the Board's business office at the time the accident is reported.

**ARTICLE 21 - FRINGE BENEFITS**

- 21.1 All permanent employees shall, at their option, receive the following fringe benefits:
- (a) The Board will pay 90% of the premium cost of an Extended Health Care Plan for each employee participating in the Plan. The Plan shall include provision for Vision Care with a maximum payment of \$120.00 (and \$150.00 effective the 1st of the month following the date of ratification) every two years for employee and spouse and \$120.00 (and \$150.00 effective the 1st of the month following the date of ratification) every year for a dependent child.
  - (b) The Board will pay 90% of the premium cost of Group Life Insurance for each employee for an amount equal to 2 1/2 x annual salary to the next highest one thousand dollars of insurance.
  - (c) The Board will pay 90% of the premium cost for each employee participating in a plan equivalent to Blue Cross Dental Number 9 with Rider #2 (\$2,000 lifetime maximum and 50% co-insurance) effective the 1st of the month following the date of ratification, and with Rider #3 (\$1,000 lifetime maximum and 50% co-insurance). The Ontario Dental Association Schedule of Fees, for dental services provided by general practitioners, shall each January 1, be amended to provide for the previous year's schedule.
  - (d) The Board will pay 90% of the premium cost of a Long-Term Disability Plan. The Plan shall provide for benefits of 66 2/3% of earnings to a maximum of \$2,000.00 per month. The waiting period shall be the later of one hundred and twenty (120) days or the expiration of an employee's cumulative sick leave.



**ARTICLE 21 - FRINGE BENEFITS (CONTINUED)**

- 21.2           The Board contributes towards the cost of the following plans for its employees: -  
Unemployment Insurance  
Canada Pension  
Ontario Municipal Employee's Retirement System
- 21.3           If the Board decides to change the carrier of any of the above benefits, it shall first advise the Union.
- 21.4           If the premium paid by the Board for any employee benefit pursuant to Article 21.1 is reduced as a result of any legislation, the amount of the saving shall be used to increase other benefits and/or introduce new benefits available to the employees, as may be mutually agreed between the parties.

**ARTICLE 22 - LEAVE OF ABSENCE**

- 22.1           The Board agrees that where permission has been, granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

At the conclusion of a negotiating session and when hours remaining in the work day is less than three (3) hours, an employee shall not be required to return to work.

- 22.2           Leave of absence without pay and without loss of sick leave credits or seniority shall be granted, upon request to the Board, to employees elected or appointed to represent the Union at recognized Union conventions or conferences.

In addition to the above, the Board will grant up to two employees per year (successful candidates for labour college and/or recognized union education courses) two months' leave of absence without pay, provided such leave does not interfere with the efficiency of the Board's operations.

In addition, up to ten (10) days leave of absence per Agreement year shall be granted for local Union Business.

An employee on any of the foregoing leaves shall receive the pay and benefits provided in this Agreement. However, the Union shall reimburse the Board for all pay and benefits for the period of absence.

- 22.3           Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, upon application will be granted leave of absence without salary, benefits, and loss of seniority, for a period of up to one year. Such leave shall be extended annually, upon request, up to a maximum of five years.

**ARTICLE 22 - LEAVE OF ABSENCE (CONTINUED)**

- 22.4 (a) **Maternity Leave, without pay, shall be available as follows:**  
**Childbirth - a maximum leave of six months in duration, which may be taken before and/or after the date of confinement.'**  
**Adoption - a maximum leave of six months in duration, which may be taken on and after the date of adoption placement.**
- (b) **While on maternity or adoption leave an employee shall continue to accumulate seniority.**
- (c) **When an employee intends to return to work after maternity or adoption leave, they shall provide the Board with at least two weeks' notice. On return from maternity or adoption leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position.**
- (d) **During the period of Maternity Leave, not to exceed seventeen (17) weeks, the Board shall continue to pay its share of premium costs for fringe benefits outlined in Article 21.1.**
- 22.5 **The following absences shall be with pay and without loss of sick leave credits or loss of seniority:**
- (a) **Examinations and Convocations**  
**An employee, with the prior approval of the Administrator of Human Resources or designate, may be absent from duty without loss of salary by reason of examinations and convocations as follows:**
- (i) **For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing one half-day shall be allowed for travelling if necessary.**
- (ii) **A half-day period is granted for an employee to attend their own graduation ceremony, or those of their son, daughter, husband, wife or fiance. In addition to the half-day period mentioned in the foregoing, one half-day shall be allowed for travel if necessary.**
- (b) **Quarantine**  
**An employee who is quarantined or otherwise prevented by an order of the Medical Health Authorities, from attending their duties because of exposure to a communicable disease.**
- 22.6 **The following absences shall be with pay and without loss of seniority but shall be charged to the employees' cumulative sick leave credits:**
- (a) **Up to a maximum of three (3) working days (up to two (2) of these days may be used for adoptive or paternity leave) may be allowed per year for urgent personal matters, observance of recognized Religious Holy Days, or community or public service which cannot be conducted other than during working hours.**

**ARTICLE 22 - LEAVE OF ABSENCE (CONTINUED)**

- 22.6 (b) One (1) day only per school year will be allowed for moving. It shall not apply to an employee who has submitted their resignation.
- (c) An employee who is unable to arrive at their workplace or designated workplace due to hazardous weather may have up to three (3) school days in any one year,

**ARTICLE 23 - SAFETY**

- 23.1 The Board shall continue to observe all reasonable precautions for the safety of its employees and shall supply such safety equipment as is necessary. All employees shall co-operate with the Board in the prevention of accidents, damage and fire on Board property.

**ARTICLE 24 - PAID JURY OR COURT WITNESS DUTY LEAVE**

- 24.1 The Board shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Board shall pay such an employee their full pay provided said employee pays to the Board any fee, exclusive of travelling allowances and living allowances, received as a juror or witness. The employee will present proof of service and the amount of pay received.
- 24.2 Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

**ARTICLE 25 - BEREAVEMENT LEAVE**

- 25.1 The following absences will be with pay and without loss of sick leave credits or loss of seniority:
- Bereavement; A total of up to five (5) working days may be allowed per bereavement of the following: father, mother, spouse, child, or step-child. A total of up to three (3) working days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or other person in loco parentis or any relative who lived in the home. One (1) day may be allowed to attend the funeral of an aunt, uncle or grandparent-in-law.

In case of extenuating circumstances, application may be made to the Administrator of Human Resources or designate, for additional time under this Article. For any working days which fall in this period and for which approval is granted, there shall be no deduction of pay.

**ARTICLE 26 - GENERAL LEAVE OF ABSENCE**

- 26.1 An employee may be entitled to a leave of absence to a maximum of one year without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and shall not be denied without just cause.

**ARTICLE 27 - PAYMENT OF WAGES.**

- 27.1 All employees will be paid up-to-date salaries every second Friday with the present method of itemizing deductions on the statement portion of the pay cheque.
- 27.2 Attached hereto and forming part of this Agreement is a Schedule of Hourly Rates of Pay and Salaries known as Schedule "A".

**ARTICLE 28 - PAY ON TEMPORARY TRANSFER**

- 28.1 When a qualified employee temporarily relieves in or performs the principal duties of a higher paying position for a period exceeding one (1) consecutive day, they shall receive the higher rate for the period of such employment, retroactive to the first day.
- 28.2 When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced,

**ARTICLE 29 - MILEAGE ALLOWANCE**

- 29.1 All employees shall be paid, mileage as established by Board Policy for authorized use of their own vehicle in carrying out the business of the Board. The Board agrees that the use of an employee's vehicle shall not be compulsory.

**ARTICLE 30 - JOB SECURITY**

- 30.1 In order to provide job security for the members of the bargaining unit, the Board agrees that all work or services performed by the employees shall not be contracted out with the effect of causing a lay-off.
- 30.2 In the event of the introduction of new technology and/or the introduction of new machinery or equipment, the Board shall notify the Union at least sixty days prior to such introduction and discussions will be held regarding the effects of such introduction.
- 30.3 Should the introduction of such technology require skills in addition to those possessed by present employees, then such training shall be provided at the Board's expense for those employees designated by the Board.

**ARTICLE 31 - COPIES OF AGREEMENT**

- 31.1 The Union and the Board desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Board shall print and distribute, at its own cost, sufficient copies of the Agreement.

**ARTICLE 32 - PLURAL OR FEMININE TERMS MAY APPLY**

- 32.1 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 require.

ARTICLE 33 - STAFF DEVELOPMENT DAY

33.1 One day per school year, with pay if the employee is scheduled to work, shall be provided for the purpose of conducting a staff development program for all members of the bargaining unit. Selection of the date and content of the program for the Staff Development Day shall be by mutual agreement between the Union and the Board.

ARTICLE 34 - TERM OF AGREEMENT

34.1 The term of this Agreement shall continue in effect from the 1st day of December, 1990, until the 30th day of November, 1992, and shall continue automatically thereafter for annual periods of one year each, unless either Party notifies the other in writing within the period of four months immediately prior to the expiration date, that it desires to amend this Agreement.

34.2 Negotiations shall begin within thirty days following notification for amendments, as provided in 34.1.

34.3 If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the Parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

34.4 Should negotiations pass the expiry date of the Agreement, wages will be retroactive to November 30, 1992.

ARTICLE 35 - NOTICE OF TERMINATION

35.1 Employees covered by this Agreement are required to give the Board at least three weeks' written notice, where possible, of their intention to leave the Board's employment, and the Board will give employees the similar period of written notice except if the employee is dismissed for cause.

**PRO RATA** Definition: For purposes of this Agreement, 'pro rata' shall mean the appropriate regular hourly work schedule of the employee so affected, divided by 1,650 hours.

Proration shall apply to the following Articles:

- Cumulative Sick Leave Plan
- Retirement Gratuity
- Vacation Pay
- Fringe Benefits - Extended Health Insurance, Life Insurance, Dental and Long-Term Disability

Example:

Employee's regular hours - 1200 per year

(a) Extended Health, Family coverage  
 $1200/1650 \times 90\% = 65\% \times \$50.46$   
 $= \$32.80$  (Board participation)

(b) Extended Health, Single Coverage  
 $1200/1650 \times 90\% = 65\% \times \$15.86$   
 $= \$10.31$  (Board participation)

IN WITNESS THEREOF each of the Parties has caused this Agreement to be signed by their duly authorized officials or representatives as of the 28th Day of January, One Thousand Nine Hundred and Ninety-One.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 282 (FULL TIME OFFICE, CLERICAL  
AND TECHNICAL UNIT

(FOR THE BRANT COUNTY BOARD OF EDUCATION

*Stanley Jensen*  
.....  
President

*Bob May*  
.....  
(Board Chairman

*Patricia Schopf*  
.....  
Recording Secretary

*Fred Hill*  
.....  
Union Representative

*Edward Pass*  
.....  
(Salary Committee Chairman

*Joan Mills*  
.....  
Chairman of Negotiating Committee

*Barbara Axford*  
.....  
Negotiating Committee

*Miller*  
.....  
(Director of Education & Secretary

*Barbara Lewis*  
.....  
Negotiating Committee

*Lorna Sawling*  
.....  
Negotiating Committee

*George W. May*  
.....  
(Superintendent of Business & Treasurer

*Audrey Hauster*  
.....  
Negotiating Committee

*Wiz Armstrong*

**SCHEDULE OF HOURLY RATES OF PAY SALARIES**

**SCHEDULE "A"**

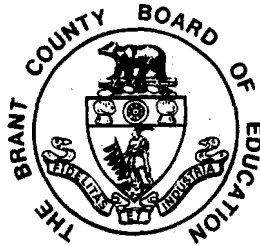
**FULL-TIME OFFICE, CLERICAL AND TECHNICAL UNIT**

Category	Year	December 1,1990 Hourly Rate	January 1, 1991 (Pay Equity Adj.) Hourly Rate	December 1,1991 Hourly Rate
Cat. 1 ("B")	0	13.15	13.65	14.20
	1	13.40	13.90	14.46
	2	13.65	14.15	14.72
	3	13.90	14.40	14.98
Cat. 2 ("C")	0	13.51	14.01	14.57
	1	13.77	14.27	14.84
	2	14.02	14.52	15.10
	5	14.30	14.80	15.39
Cat. 3 ("D")	0	14.28	14.78	15.37
	1	14.54	15.04	15.64
	2	14.79	15.29	15.90
	3	15.05	15.55	16.17
Application Support/ Information Services	0	14.90	15.40	16.02
	1	15.43	15.93	16.57
	2	15.96	16.46	17.12
	3	16.50	17.00	17.68
Educational Assistants		13.90	14.40	14.98
Media Technicians	10mo.	16.47	16.47	17.13
	12 mo.	16.47	16.47	17.13
Food Technicians - H.E.F.S.S.		13.90	14.40	14.98

**Cost of Living Adjustment based on increase of September 1992 over September 1991, National C.P.I. with a 4% trigger and 7% cap with any C.O.L.A. retroactive to December 1, 1991.**

**Shorthand Premium** A premium of \$.26 per hour shall apply to secretaries in the elementary schools where a proficiency in shorthand is required by the Board.

**Shift Premium** A premium of \$.40 per hour shall apply for all hours worked between 1:00 p.m. and 10:00 p.m. in the Information Services Department.



349 ERIE AVENUE  
BRANTFORD, ONTARIO N3T 5V3  
FAX (519) 756-9181  
TELEPHONE (519) 756-6301

January 28, 1991

Mrs. Pat Schopf, Secretary,  
C.U.P.E., Local 282  
c/o Brantford Collegiate Institute & V.S.,  
120 Brant Avenue,  
Brantford, Ontario.  
N3T 3H3

Dear Mrs. Schopf:

Re: Office, Clerical and Technical Unit

This letter will serve to confirm our mutual understanding of the following items agreed to during our negotiations for the December 1, 1990 to November 30, 1992 Agreement:

PART A

- 1.0 The Board will notify the Union about any recommendation to close a school prior to the public release of the recommendation.
- 2.0 Principals, Vice-Principals, Supervisors and all Union members covered by the Agreement will be advised that members are not required to transport students in their personal vehicles.
- 3.0 During the term of the Agreement the Board acknowledges that there is no French language requirement for employees working in French schools.
- 4.0 Shift preference between employees in the same classification in the Information Services Department shall be according to seniority.
- 5.0 The Ministry of Education's memo concerning the administration of medication shall be distributed to the Educational Assistants.
- 6.0 In discussion held pursuant to Article 7.7, there shall be equal representation from each party.
- 7.0 New Union leave pursuant to Article 22.2 shall be a maximum of ten (10) days per Agreement year for the three C.U.P.E. bargaining units.

continued...

FEB - 8 1991



**PART B**

**This letter will confirm the parties' intention to participate in Provincial and/or Federal Government-sponsored make-work projects in order that projects not normally carried out by Local 282 members may be completed.**

**The following understanding has been reached by the parties:**

- 1.0 The work involved shall comprise projects of a temporary nature which would not normally be undertaken by the Board because of financial or logistic limitations.**
- 2.0 Rates paid to employees under said projects shall be established in consultation with the Union at the time of application to the appropriate authorities for approval and prior to commencement of the project.**
- 3.0 Government-sponsored work projects shall not be undertaken when regular employees in the bargaining unit who hold the necessary qualifications to perform the work required are on layoff, unless they are first recalled.**
- 4.0 No layoffs of employees within the bargaining unit who are qualified to perform the work required shall take place while said projects are being carried out.**
- 5.0 Employees hired under said projects shall not be entitled to accrual of seniority, benefits or sick leave. Paid holidays, and vacation, shall be in accordance with the Employment Standards Act.**
- 6.0 The employer shall deduct Union dues from said employees as prescribed by C.U.P.E., Local 282.**

**Yours truly,**



**John G. Castle, Chairman,  
Board's Negotiating Committee.**