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THIS AGREEMENT MADE THIS 24th DAY OF FEBRUARY, 1997

BETWEEN

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

AND

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

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THIS AGREEMENT MADE THIS 24th DAY OF FEBRUARY 1997.

BETWEEN: THE BRANT COUNTY BOARD OF EDUCATION

hereinafter called the "Board"

of the first part;

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
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 agent 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, buyer, administrative assistants, accounting secretary, secretary to controller of plant, human resources secretaries, health and safety officer, environmental officer, 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 Electronics 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 temporary worker is:

- (a) A person employed for the purpose of replacing an employee absent due to sickness, accident, or other approved absence or leave.

A temporary worker employed for the purpose of replacing an employee absent due to the reasons stated above may be engaged for the duration of the absence, not to exceed one year, of the permanent employee so long as the permanent employee retains their right to return to the position from which they are absent.

OR

- (b) A person employed for the purpose of performing a temporary assignment.

Such temporary assignment may be arranged by the Board at any time for periods of up to seventy days worked, and the length of the term of assignment 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.

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 worker with less than one year of Board experience shall be paid at the minimum rate of the category of the permanent employee who is being replaced. A temporary worker with one or more years of Board experience will be paid at a rate not to exceed level 3 of the category of the permanent employee who is being replaced.

- 2.3 Ten-month employees desiring to work during the school holidays shall register their willingness to accept temporary assignments with the Coordinator 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.

- 2.4 Union-Board Committee - The Parties agree to form a Union-Board Committee consisting of up to four representatives from each Party. This Committee shall meet as mutually determined by the Parties to discuss matters of mutual concern. This Committee shall not by-pass the Grievance Procedure or supercede the Collective Agreement. The Board will be responsible for recording agreed matters and any commitments made by either Party, and circulating these to the representatives on the Committee.

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 Human Resources and the Coordinator of Human Resources or to the Recording Secretary of the Union.
- 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 Coordinator 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.

7.2 An employee who has a complaint other than one entailing a monetary settlement must bring that complaint to the attention of the Coordinator 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 Coordinator 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 Article 7.2 above, submit the grievance to the Coordinator of Human Resources or designate, following which the grievance will be processed in the following manner and sequence.

ARTICLE 7 - GRIEVANCE PROCEDURE (CONTINUED)

7.8 STEP NO. 1 - The Coordinator 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 Coordinator of Human Resources or designate, shall render a decision in writing within three (3) working days after the meeting.

STEP NO. 2 - Failing a settlement in Step No. 1, the Union's grievance committee shall 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 Either of the Parties may notify the other Party in writing of its desire to submit a matter (as outlined in Article 7.9) to arbitration, and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chair within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

ARTICLE 8 - ARBITRATION (CONTINUED)

- 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 Human Resources (or designate) in writing, with a copy provided to the Secretary and President 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.

LETTER OF UNDERSTANDING

BETWEEN:

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

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL **282**
Office, Clerical and Technical Unit
(hereinafter called the "**Union**")

Without Prejudice

This letter is attached to and forms part of the Collective Agreement.

Retirement Assistance Program

1.0 Plan A

The Retirement Assistance Program is available to employees on permanent staff who elect to retire on or before March **31, 1999** and who are between the ages of sixty and sixty-four years old at the date of retirement. Any employee retiring after their sixty-fourth birthday will not be eligible for this program.

For an employee who meets all the eligibility requirements pursuant to the above, the Program will provide the following:

- (a) If approved by the Carrier, the employee will be entitled to **coverage** offered under the Fringe Benefit Plans (Extended Health Care, Dental and Life Insurance) up until age sixty-five. The Board will pay the employer's share of the premium cost for these plans in effect in the Agreement at the time of retirement. The retired employee will be responsible for the remaining balance of the premium costs of these plans..
- (b) A cash incentive lump sum payment of **\$5,000** per year (to a maximum sum of **\$25,000**) for each full year of full-time employment (based on **1650** hours worked) that the employee retires prior to age sixty-five. **The \$5,000** per year for full-time employment (based on **1650** hours worked) shall be pro-rated for less than full-time and/or part years of service. The cash incentive lump sum payment will be paid to the-retiring employee, at the end of the month in which he/she retires.

2.0 Plan B

Subject to operational requirements, the Board may invite applicants who do not meet the criteria for the Retirement Assistance Plan A on terms consistent with Plan A, where applicable. Approval of such applicants will rest solely with the Board, and the denial of an application shall not be a **grievable** or **arbitrable** matter.

Dated at **Brantford** this 24th day of February, 1997.

For The Canadian Union of Public Employees and its Local 282:

For The **Brant** County Board of Education:

<u>Sandi Smith</u>	<u>Brenda MacDonald</u>	<u>Gral Buryell</u>
<u>Paul Lewis</u>	<u>Rayone</u>	<u>Low M. L. White</u>
<u>Liz Armstrong</u>	<u>Andrew Hunter</u>	<u>PC 07.11.97</u>
<u>Barbara Arnold</u>	<u>Ken Clark</u>	<u>T. Anthony</u>
<u>Mike Ormrod</u>		

LETTER OF UNDERSTANDING

BETWEEN:

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

AND

C. CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 282
Office, Clerical and Technical Unit
(hereinafter called the "Union")

Without Prejudice

This letter is attached to and forms part of the Collective Agreement.

Job Security

The Parties agree that, during the term of the Collective Agreement (April 1, 1996 to March 31, 1999), any reduction in staffing complement will be accomplished by early or normal retirements and/or voluntary terminations of position. This provision shall not guarantee hours of work for any employee.

Dated at Brantford this 24th day of February, 1997.

For The Canadian Union of Public
Employees and its Local 282:

For The Brant County Board of Education:

Sandi Smith

Paul Boreff

David Lewis

Lois M. C. White

Dig Armstrong

Pat Jett
& Bunting

Barbara Axford

Brenda Macdonald

B. M. M. M. M.

Tom Clark

Cydney Hawstie President

Alan Morrison CUPE
NATIONAL

ARTICLE 10 - DISCHARGE AND SUSPENSION CASES (CONTINUED)

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.

- (a) 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.
- (b) For purposes of applications for postings, promotions, transfers, for layoff and for recall, and for indicating vacation preference, seniority shall be the cumulative total of all hours paid, including vacation pay and statutory holiday pay, but excluding unpaid sick leave and long-term disability. For unpaid leaves of absence up to one year the equivalent to time worked will be included.
- (c) Notwithstanding clause (b) above, prior to January 1, 1997, each year of seniority shall equate to 1,650 hours worked for the Board.
- (d) 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. Such list will identify Educational Assistants.

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;

ARTICLE 11 - SENIORITY (CONTINUED)

- 11.4 (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.

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.
- 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 filling any vacancy or new position pursuant to Article 12.1, the criteria shall be as follows:
(a) qualifications and ability,
(b) seniority.

When factors in (a) are relatively equal, seniority shall govern. The successful applicant shall be notified within thirty (30) days of the closing date of the posting. The only exception to the foregoing time limit shall be when an appointment is made from outside the bargaining unit. A successful applicant from inside the bargaining unit will be given a trial period of twenty (20) days worked (excluding any time worked in July and August for all 12-month employees) in the new position. The trial period may be extended by a further twenty (20) days worked with mutual consent of the Parties. 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.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES (CONTINUED)

- 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 promoted 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 promotion.
- 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 five (5) 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.
- 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 WORE

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 for the Application Support/Software Technician 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 Coordinator 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 Coordinator 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 their 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 |
| Canada 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. If the last scheduled working day is a regular school day, the time shall be taken at a time mutually agreed upon between the Union and the Board.

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 to 24 years - 5 weeks
- 25 years or more - 6 weeks
- After 30 years - One additional day of vacation will be granted for each additional year of service, to a maximum of five 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 at the March school break for vacation accrued between the previous July 1st and the March school break. The balance of vacation pay for the period from the March school break until June 30th shall be paid by cheque on the first pay day in July of each year. Vacation pay shall be determined 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 to 24 years -10%)
- 25 years or more -12%)
- After 30 years - An additional .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 Human Resources.

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.

19.5 Retiring employees shall receive vacation entitlement for the full year, provided at least ten (10) months have been worked in the current vacation year.

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: -

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

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

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: -

<u>Unused C.S.L.</u>	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: -

<u>Unused C.S.L.</u>	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: -

<u>Unused C.S.L.</u>	X 20% of Salary
260	

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

<u>Unused C.S.L.</u>	X 20% of Salary
200	

(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.

(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.

(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 Article 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 \$150.00 every two years for employee and spouse and \$150.00 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 Liberty Health Dental Number 9 with Rider #2 (\$2,000 lifetime maximum and 50% co-insurance) 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.
 - (e) The Board agrees to administer the Registered Retirement Savings Plan (R.R.S.P.) provided by Equion Securities Limited. The participating employee agrees to pay 100% of the contribution to their individual plan.

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 shall be in accordance with the applicable legislation.
- 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 are 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 Pregnancy/Parental Leave

Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act.

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 Director of Education, 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 may 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 may 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.

(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 under subpoena 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.

Absence involving unusual or extenuating circumstances may be referred to the Director of Education, or designate, for consideration. Whenever possible, application should be made in advance. Payment or deduction of salary will be based on a review of the conditions causing absence. Such leave of absence shall not be unreasonably denied.

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. Should the introduction of such technology require skills in addition to those possessed by present employees, then such training in the current role 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 April, 1996, until the 31st day of March, 1999, 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 Article 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 March 31, 1999.

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 written notice as per the Employment Standards Act except if the employee is dismissed for just 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

RO RATA (CONTINUED)

Example:

Employee's regular hours - 1200 per year

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

(b) Extended Health, Single Coverage
1200/1650 x 90% = 65% x \$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 24th Day of February, One Thousand Nine Hundred and Ninety-Seven.

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

(FOR THE BRANT COUNTY BOARD OF EDUCATION

Tom Alderman
.....
President

Paul Berzoff
.....
(Board Chairman

B. J. Davis
.....
Recording Secretary

Low M. E. White
.....
(Salary Committee Chairman

B. McNauch
.....
Union Representative

Low M. E. White
.....
(Salary Committee Chairman

Sandi Smith
.....
Chairman of Negotiating Committee

Tom J. H.
.....
(Director of Education & Secretary

Barde Lewis
.....
Negotiating Committee

Tom J. H.
.....
(Director of Education & Secretary

Liz Armstrong
.....
Negotiating Committee

L. Anthony
.....
(Superintendent of Human Resources

Barbara Atford
.....
Negotiating Committee

L. Anthony
.....
(Superintendent of Human Resources

Brenda MacDonald
.....
Negotiating Committee

Cudrey Hunter
.....
Negotiating Committee

SCHEDULE OF HOURLY RATES OF PAY SALARIES

SCHEDULE "A"

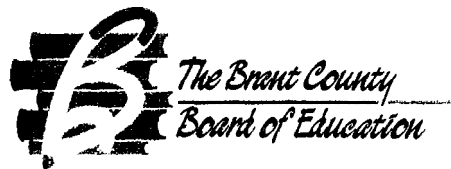
FULL-TIME OFFICE, CLERICAL AND TECHNICAL UNIT

<u>Category</u>	<u>Year</u>	<u>Hourly Rate</u>
Cat. 1 (B)	0	14.59
	1	14.85
	2	15.12
	3	15.38
Cat. 2 (C)	0	14.96
	1	15.24
	2	15.50
	3	15.79
Cat. 3 (D)	0	15.77
	1	16.04
	2	16.30
	3	16.57
Application Support/ Software Technician	0	16.42
	1	16.97
	2	17.53
	3	18.09
Educational Assistants		15.38
Media Technicians		17.22
Communicative Disorders Assistants		17.66
Food Technicians (T.T.S.C.)		15.38

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. This shall only apply to employees receiving the premium on or before April 1, 1996.

Shift Premium: A premium of \$.40 per hour shall apply for all hours worked between 3:00 p.m. and 10:00 p.m. for the Application Support/Software Technician.

February 24, 1997



Mrs. Brenda J. Savoie
Recording Secretary
C.U.P.E. Local 282

Dear Mrs. Savoie:

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 April 1, 1996 to March 31, 1999 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 Information Services or Information Technology for Learners 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.
- 8.0 Notwithstanding Article 14.1, during Summer, Christmas and Mid-winter breaks, the hours of work for the Receptionist at the Education Centre shall be between the hours of 8:00 a.m. and 4:00 p.m., with a minimum of one half hour for lunch.

continued....

"Opportunities For All"

BART

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,



Lois M. E. White
Chair
Salary Negotiating Committee



March 25, 1997

Susan Dalton
The Bureau of Labour Information
Labour Canada
Ottawa, Ontario
K1A 1J2

Dear Ms. Dalton:

Re: Clerical/Technical Collective Agreement

Enclosed you will find an original signed copy of the collective agreement and Letter of Understanding for our C.U.P.E. Clerical/Technical Full and Part-time Units, for the period April 1, 1996 to March 31, 1999.

Yours truly,

Sharon Bell
Human Resources Services

Encs.

"Opportunities For All"