

SOURCE	<i>Board</i>		
EFF.	<i>90</i>	<i>07</i>	<i>01</i>
TERM.	<i>92</i>	<i>06</i>	<i>30</i>
No. OF EMPLOYEES	<i>272</i>		
NOMBRE D'EMPLOYÉS	<i>D.L.</i>		

A COLLECTIVE AGREEMENT
BETWEEN
THE HALTON BOARD OF EDUCATION
AND
THE HALTON BOARD OF EDUCATION
OFFICE PERSONNEL ASSOCIATION
(full-time & part-time)

Effective July 1, 1990
(unless otherwise indicated herein)

OCT 30 1990

0442/03

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ARTICLE 1 - INTENT AND PURPOSE

1.01

This agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Halton Board of Education (hereinafter referred to as the Board) and its employees represented by the Halton Board of Education Office Personnel Association (hereinafter referred to as the Association).

It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Board and its employees to make provisions herein for wages and working conditions, and to provide an orderly method of settling grievances under this agreement which may arise from time to time. The Association acknowledges the Board's obligation to provide reliable and continuous service performed with skill and efficiency.

ARTICLE 2 - RECOGNITION

2.01

The Board recognizes the Association as the bargaining agent for all office, clerical and technical employees employed by the Halton Board of Education in the Regional Municipality of Halton, save and except supervisors, persons above the rank of supervisor, staff in the office of the Director of Education, staff in the office of the Superintendent of Employee Services, secretaries to Superintendents, Secretary II to Assistant Superintendent of Business Services and Plant Operations, Planning Assistant, Transportation staff, Computer Services staff (except secretary in Computer Services, Data Entry Clerk and Computer Operator), Media and Libraries staff above the rank of Supervisor Library Services and Senior Technician, Accounts Payable Assistant, Business Managers, casual staff, auxiliary staff and students employed during the school vacation period.

2.02

Except for purposes of training, instruction, data processing development, or under emergency circumstances, supervisory employees shall not regularly work on a job normally performed by an employee in the bargaining unit.

2.03

No seniority employee in the bargaining unit will be laid off as a result of the Board contracting out work.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01

Save and except to the extent specifically modified or curtailed by any provisions of this agreement, all rights and prerogatives which the Board had prior to the execution of this agreement are retained by the Board and remain exclusively and without limitation within the rights of the Board.

The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.

Without limiting the generality of the foregoing, the Board's rights shall include:

- (i) the right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time, rules and regulations, policies and practices, to be observed by its employees;
- (ii) the right to select, hire, assign, evaluate, promote, demote, transfer, classify, assign to shifts, lay-off, recall, reprimand, and retire employees; the right to discipline, suspend and discharge employees for just cause;
- (iii) the right to determine, fix, alter, make studies of and institute changes in tasks, work assignments, job duties, job qualifications, work loads, job classifications, quality and quantity standards; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit;
- (iv) the right to determine: the location and extent of its operations and commencement, curtailment, or discontinuance; the direction of the working forces; the services to be furnished; the sub-contracting of work; the schedules of work; the number of shifts; the methods, processes and means of performing work; the qualifications of employees; to use improved methods, machinery and equipment; overtime; to decide the number of hours to be worked; starting and quitting time; are solely and exclusively the right of the Board;
- (v) the right to determine: the services, objectives and all activities of the Board; purchasing of services; the right to plan, direct, control, manage, operate, extend, curtail, limit and discontinue the organization; are solely and exclusively the right of the Board;
- (vi) the sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment shall be vested in the Board.

ARTICLE 3 - MANAGEMENT RIGHTS (continued)

3.02

It is agreed that all functions not referred to or limited by this agreement shall be considered residual to 3.01.

3.03

The Board shall exercise its rights herein in a manner that is fair, reasonable and consistent with the terms of this agreement.

ARTICLE 4 - UNION SECURITY

4.01

The parties hereto mutually agree that *any* employee of the Board covered by this agreement may become a Member of the Association if the employee wishes to do so, and may refrain from becoming a Member of the Association if the employee so desires. However, all employees covered by this agreement shall, as a condition of employment, be required to pay Association dues.

4.02

Each seniority employee shall have deducted from the employee's pay a uniform dollar amount each month of the work year excluding July and August to cover the Association's yearly dues. Such deduction shall not apply to any levies, special assessments or initiation fees. The Board will have no responsibility to collect past-due accounts.

4.03

In order that the Board may have definite instructions as to what amount is to be deducted for the above purpose, it is agreed that the Association shall promptly notify the Board in writing over the signature of the Secretary of the Association of the amount of the deductions to be made by the Board, and the Board shall continue to rely upon such written notification until it receives other written notification signed with the same formality.

4.04

All monies so deducted shall be remitted to the Treasurer of the Association not later than the first (1st) day of the month following the month in which such deductions are made, together with a list of the names of all employees from whom pay dues were so deducted.

4.05

The Board shall show the amount of Association dues paid by an employee on such employee's T4 slip.

4.06

The Association agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such check-off deductions.

ARTICLE 4 - UNION SECURITY (continued)

4.07

The Board and the Association agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour Organization, or by reason of any activity or lack of activity in any labour organization.

4.08

It is agreed that the Association and employees will not engage in Association activities or hold meetings during working hours, however, this clause shall not be construed to prevent employees from engaging in casual conversations relating to Association affairs.

ARTICLE 5 - STRIKES AND LOCKOUTS

5.01

In view of the orderly procedure herein established by this agreement for settling of disputes and handling of grievances, the Association agrees that during the term of this agreement the employees will not sanction, call, nor participate in a strike (within the meaning in the Ontario Labour Relations Act), a slow-down, refusal to perform work, picketing or other collective or individual interference with the operation of the Board's business. In the event of any such interference, the Association, through its officers and representatives, will instruct the employees involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein.

5.02

The Board agrees that there shall be no lockouts (within the meaning of the Ontario Labour Relations Act), during the life of this agreement.

ARTICLE 6 - NEGOTIATING COMMITTEE

6.01

The Board acknowledges the right of the Association to appoint or otherwise select up to six (6) seniority Members of the Association who would act on behalf of the Association in its negotiations with the Board for the renewal of the Collective Agreement.

6.02

Members of the Negotiating Committee referred to in Clause 6.01 hereof may, subject to the approval of the Superintendent of Employee Services, attend any meetings which are held to negotiate the renewal of this agreement during regular working hours and will be compensated for time spent during such hours at the regular rate of pay, subject to the following:

- (i) The committee member shall notify the immediate Supervisor as soon as possible before leaving and returning to the work location.
- (ii) Compensation will not apply to time spent attending meetings at or beyond conciliation.

6.03

The Board recognizes the right of the Association Negotiating Committee to authorize any advisor, agent, counsel, solicitor or duly authorized representative of the Association to assist, advise or represent it in all matters pertaining to the negotiation of this collective agreement and the Association recognizes the similar right of the Board.

ARTICLE 7 - COMMUNICATIONS

U

All official communications between the parties arising out of this agreement or incidental thereto shall pass between the designated official of the Employee Services Department of the Board and the secretary of the Association.

7.02

The Employee Services Department shall co-operate with the Association in providing information relating to resignations, terminations, hirings and job changes.

7.03

The Association agrees to keep the Board informed, in writing, of the names and addresses of the executive of the Association and the members of its Negotiating Committee and Grievance Committee. The Board shall be under no obligation to recognize any person whose name has not been so supplied.

7.04

The Board agrees to keep the Association informed, in writing, of the name and address of its official designated for communicating with the Association.

ARTICLE 8 - SENIORITY

8.01

Subject to the provisions of this collective agreement, seniority is defined as the service accumulated from date of hire and is appropriate only to non-probationary employees. Seniority with the Board will be derived by a mathematical calculation prorated to a full-time schedule of 1820 hours per year.

Sample calculations:

Twelve (12) Month Employee

1. 35 hours per week x 52 weeks per year:

$$\frac{1820}{1820} \text{ hours} = 1.0 \text{ year's service.}$$

2. 30 hours per week x 52 weeks per year:

$$\frac{1560}{1820} \text{ hours} = .9 \text{ of a year's service.}$$

3. 18 hours per week x 52 weeks per year:

$$\frac{936}{1820} \text{ hours} = .5 \text{ of a year's service.}$$

Ten (10) Month Employee

1. 35 hours per week x 44 weeks per year:

$$\frac{1540}{1820} \text{ hours} = .9 \text{ of a year's service.}$$

2. 30 hours per week x 44 weeks per year:

$$\frac{1320}{1820} \text{ hours} = .7 \text{ of a year's service.}$$

3. 18 hours per week x 44 weeks per year:

$$\frac{792}{1820} \text{ hours} = .4 \text{ of a year's service.}$$

ARTICLE 8 - SENIORITY (continued)

8.02

An employee will serve a probationary period of sixty (60) days actually worked before acquiring any seniority rights. Upon completion of the probationary period, an employee will acquire the seniority as defined in clause 8.01. There will be no extension of a probationary period.

8.03

The performance of a Probationary employee will be reviewed by an authorized representative of the Board prior to the end of the probationary period. Notwithstanding this, however, it is understood and agreed that neither the Association nor any employee will question the dismissal or discipline of any probationary employee, nor shall the dismissal, or discipline be the subject of a grievance. It is also understood that probationers have no rights to the grievance procedure pertaining to any seniority related clauses of the collective agreement.

8.04

An employee's seniority will be deemed negated and termination will result when:

- (a) an employee voluntarily resigns;
- (b) an employee is discharged and such discharge is not reversed by grievance or arbitration procedures;
- (c) an employee is absent three (3) days without notification acceptable to the Board;
- (d) an employee does not report or refuses to report for duty after recall from lay-off;
- (e) an employee has been laid off according to the following schedule:

<u>Seniority Credit</u>	<u>Term of Lay-Off</u>
(i) Up to one (1) year	Three (3) months
(ii) Over one (1) year	One (1) year

- (f) an employee retires or is retired;
- (g) an employee has been absent through illness or injury for one (1) year;
- (h) an employee fails to report for duty following the completion of an approved leave of absence.

ARTICLE 8 - SENIORITY (continued)

8.05

An employee's seniority shall not be deemed to have been broken under the following conditions:

- (a) by any absence granted in writing and approved by the Employee Services Department;
- (b) by any absence caused by illness or accident where the employee provides an authorized official medical certificate documenting such absence or illness which is acceptable to the Board subject to 8.04 (g);
- (c) by any absence granted through an approved pregnancy leave.

8.06

- (i) Seniority lists will be developed according to the following procedure:
 - (a) by classification, and will include the employee's name, date of hire and seniority; and
 - (b) by separate and distinct units, i.e. 1) Secondary Schools and Education Centres; 2) Elementary Schools; and 3) Central Administration.
- (ii) Seniority lists will be revised December 31st, and a copy of the list shall be given to the Association not later than the 15th of the following month. Any objection to the seniority list must be made to the Superintendent of Employee Services within thirty (30) days of the date the list is given to the Association. Failing such objection, the said list shall be each employee's correct seniority.
- (iii) A seniority list, which includes the employee's name, classification, date of hire, and work location will be developed according to seniority ranking.

8.07

It shall be the duty of the employee to notify the Board, in writing, of any change in address. If an employee shall fail to do this, the Board will not be responsible for failure of any notice to reach such employee.

ARTICLE 9 - JOB POSTING

9.01(A)

The Board agrees, through the Employee Services Department, to post all job vacancies for five (5) consecutive working days. The Superintendent of Employee Services retains the right of transfer under Article 3 - Management Rights. All postings shall indicate the requirements and qualifications for the positions.

9.01(B)

During the hiring process, the Board may temporarily fill the vacancy as it sees fit, while considering applications from seniority employees.

9.01(C)

A seniority employee who wishes to apply for a posted vacancy shall call during the five (5) day posting to indicate an intention to apply and submit a written application and updated resume within five (5) working days from the date upon which the vacancy was initially posted,

9.01(D)

In filling a posted vacancy under this Agreement, the Board shall give right of first refusal to qualified seniority employee(s) in location(s) to be closed, providing the posting does not represent a promotional opportunity for the applicant.

9.01(E)

The successful candidate shall not be permitted to apply to a posting for a period of twelve (12) months, unless approved by the Superintendent of Employee Services or unless it is a promotional opportunity (a position at a higher classification level).

9.02

For the purpose of 9.01, where in the opinion of the Board, the required skills, ability, qualifications and work experience with the Board of two (2) or more applicants applying for a job vacancy are equal, seniority will govern.

9.03

A promotion resulting from a job posting can be delayed for up to thirty (30) days by the Board, for sufficient reason, after consultation with the employee involved. Any delay is by the decision of the Superintendent of Employee Services.

ARTICLE 10 - TRANSFER

10.01

Employees permanently transferred at their own request or by the Board will receive the rate for the job to which they have been transferred.

10.02

An employee can be temporarily transferred up to one (1) month (or longer if mutually agreed to) to another classification by the Board, other than at lay-off, but such employee will receive their own rate or the other rate, whichever is higher.

10.03

Employees desiring to be considered for transfer to part-time positions in elementary schools shall make application in writing through their immediate supervisor to the Employee Services Department.

10.04

An employee may be temporarily transferred within the bargaining unit for up to twenty (20) working days (or longer if mutually agreed to by the Superintendent of Employee Services and the employee) to another classification, other than for the purpose of adjusting for a lay-off, but such employee will continue to receive the current rate of compensation or another rate to be determined by the Superintendent of Employee Services, whichever is higher.

10.05

An employee may be temporarily transferred out of the bargaining unit for up to twenty (20) working days without loss of seniority. Transfers for more than twenty (20) working days must be mutually agreed to by the employee and the Superintendent of Employee Services. Such employee will continue to receive the current rate of compensation or another rate to be determined by the Superintendent of Employee Services, whichever is higher.

ARTICLE 11 - JOB EXCHANGE

11.01

An employee wishing an exchange for reasons of job experience shall contact the Superintendent of Employee Services.

- (a) An exchange must be mutually agreed upon by all four (4) parties involved (two (2) supervisors and two (2) bargaining unit employees).
- (b) An exchange will be for a period of one (1) year and may be extended for a further one (1) year, if mutually agreed upon by all four (4) parties involved. Exchanges shall not become permanent.
- (c) Should any change of status occur during the period of the exchange, either in location or personnel, the exchange shall be renegotiated by the change in personnel or revert back to status quo.

ARTICLE 12 - LAY-OFF

12.01

The Board shall provide notice of lay-off equivalent to the affected employee's normally scheduled work week or any such additional notice if required by order under the Employment Standards Act and the amendments thereto. This provision will not apply with respect to the following:

1. Probationary employees.
2. Lay-off resulting from matters beyond the Board's control including but not limited to fire, lightning, flood, tempest, power failure, machine breakdown and work stoppage.
3. Temporary lay-offs under 12.04.

12.02

Where it is necessary to reduce the working force of employees the following procedures will apply providing it does not prevent the Board from maintaining a working force of employees who are qualified, able and willing to do the work which is available. Such lay-off procedures shall apply to ten (10) month employees except during the months of July and August when they are not regularly scheduled to work. It is agreed and understood that reductions in the number of scheduled days in a work week does not constitute a lay-off.

- (i) For the purposes of lay-off the following are defined as separate and distinct units:
 - (a) Secondary Schools and Education Centres
 - (b) Elementary Schools
 - (c) Central Administration Office
- (ii) Seniority rights under lay-off for (a) Secondary Schools and Education Centres, (b) Elementary Schools and (c) Central Administration, each being a separate and distinct unit, shall be exercised sequentially according to the following procedures:
 - (1) A probationary employee within the same designated affected job classification will be laid off. Such employee shall have no right of recall and will be displaced first as a result of 12.02 (ii) (2).

ARTICLE 12 - LAY-OFF (continued)

12.02 (continued)

(ii) (continued)

(2) An employee within the designated affected job classification as listed in Article 27 will be entitled to exercise seniority rights by displacing the employee with the least seniority in the same job classification within the same location provided that an employee may be retained out of order of seniority where there is no other employee within the affected classification within the location who is qualified to perform the work of the employee with the least seniority.

(a) The displaced employee, as a result of 12.02 (ii) (2) above, must then first exercise Board-wide seniority rights within the job classification within the unit, by displacing the employee with the least seniority within the same job classification within the unit, provided, in the opinion of the Board, the employee has the required skills, ability, qualifications and work experience with the Board.

(b) Thereafter, if unsuccessful in (a), the displaced employee will exercise Board-wide seniority rights in the next lower category by displacing the employee with the least seniority in this next lower category in any other unit provided in the opinion of the Board the employee has the required skills, ability, qualifications and work experience with the Board.

(c) Thereafter, if unsuccessful in (b) above, the displaced employee will exercise Board-wide seniority rights in lowest salary group in the unit by displacing the employee with the least seniority in this group, except for Switchboard Operator, provided in the opinion of the Board the employee has the required skills, ability, qualifications and work experience with the Board.

(iii) It is understood that an employee may elect at any stage to take a lay-off rather than exercise bumping rights and shall so notify the Employee Services Department in writing, and the Employee Services Department shall use its best efforts to attempt to place the employee in another position with the Board during the period of lay-off provided in the opinion of the Board the employee has the required skills, ability and qualifications and work experience with the Board.

ARTICLE 12 - LAY-OFF (continued)

12.03

As a result of an employee exercising seniority rights under Article 12, Lay-off, such employee when temporarily transferred pursuant to Article 12 will be paid the rate of the job to which the employee has been transferred for the duration of the lay-off.

12.04

The Board shall have the right to make temporary lay-offs up to three (3) working days regardless of the seniority position of the employee or employees affected, provided the total time that an employee is temporarily laid off does not exceed three (3) working days in any one (1) contract year.

12.05 - Severance Pay

- (i) Seniority employees shall be eligible for severance pay if no job for which they are qualified can be made available to them.
- (ii) Seniority employees who elect to take severance pay instead of exercising their bumping rights shall provide written notice to the Superintendent of Employee Services stating their chosen option.
- (iii) Seniority employees will receive severance pay equal to two (2) weeks based on the last rate of pay and last working schedule for every full year of service.
- (iv) Employees understand that, upon the receipt of severance pay outlined in clause (iii) hereof, their employment with the Halton Board of Education has been terminated and that the Halton Board of Education has no further obligations.

ARTICLE 13 - RECALL

13.01

Recall lists will be maintained for employees affected by the lay-off and such employees shall be recalled in reverse order of lay-off, that is, last employee laid off shall be the first employee to be recalled, provided the employee has the ability to perform the job.

13.02

Recall from lay-off shall be by registered letter sent by the Board to the last recorded address of the employee. The employee shall notify the Board of the intention to return to work within ten (10) days of the date the letter was registered and shall return to work within fifteen (15) days of the date the letter was registered. It is understood that this process will not prevent the Board from meeting its operating requirements by filling the job temporarily with a bargaining unit employee or another employee who is recalled from lay-off.

13.03

An employee recalled to a job other than the employee's own permanent job shall return to the previous job when it becomes available.

ARTICLE 14 - GRIEVANCE COMMITTEE

14.01

In order to provide an orderly procedure for the settling of grievances, the Board acknowledges the right of the Members of the Association to appoint or otherwise select representatives to be known as the Grievance Committee. This committee shall consist of up to six (6) seniority employees.

14.02

The name of each of the committee members shall be supplied in writing to the Board and the Board shall not be required to recognize such committee members until so notified in writing by the Secretary of the Association.

14.03

It is understood that committee members have their regular work to perform on behalf of the Board. If it is necessary for a committee member to service a grievance during working hours, the employee shall not leave work without first obtaining the permission of the immediate supervisor. Such permission will not be unreasonably withheld. At the time of resuming their assigned work duties, they will advise their supervisor of their return.

14.04

The committee member shall be permitted to attend the designated grievance meetings without loss of pay subject to the following:

- (i) It shall only apply to time spent processing grievances in Steps 1 and 2 hereinafter described;
- (ii) all time shall be devoted to the prompt handling of grievances.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01

It is the mutual desire of the parties hereto to adjust disagreements and complaints relating to the application, administration or alleged violations of this agreement as quickly as possible.

15.02

It is understood that a Member of the Association has no grievance until the immediate supervisor has had an opportunity to adjust the complaint. The employee's immediate supervisor shall give a verbal reply within seven (7) working days following the presentation of the complaint.

15.03

No grievance shall be considered which is not presented as a complaint within ten (10) working days of the occurrence of the incident.

15.04

Failing settlement of the complaint as hereinbefore provided for, such matters may be taken up as a grievance and an earnest effort shall be made to settle such dispute in the following manner:

Step 1

Failing resolution of the complaint within ten (10) days of the immediate supervisor's reply to the complaint, an employee may submit the grievance to the Superintendent of Employee Services or designate. The Superintendent of Employee Services or designate shall have ten (10) days from receipt of the grievance in which to reply in writing. The grievor, through the Association, shall have ten (10) days from receipt of the reply from the Superintendent of Employee Services or designate to submit the grievance to Step 2; failure to do so will result in the grievance being deemed to be abandoned. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the grievor, the Grievance Committee representative, and the Superintendent of Employee Services. If the Superintendent of Employee Services or respondent fails to reply to a grievance within the designated time, the grievor may submit the grievance to the subsequent step in the procedure.

CL 15 - GRIEVANCE PROCEDURE continued)

15.04 (continued)

Step 2

Failing resolution of the grievance within ten (10) days of the Superintendent of Employee Services' or designate's reply to the grievance, the employee may submit the grievance to the Director. The Director shall have ten (10) days from receipt of the grievance in which to reply in writing. The grievor, through the Association, shall have ten (10) days from receipt of the Director's reply, subject to 16.01, to submit the grievance to arbitration; failure to do so will result in the grievance being deemed to be abandoned. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the grievor, the Grievance Committee representative, and the Director. If the respondent fails to reply to a grievance within the designated time, the grievor may submit the grievance to the subsequent step in the procedure.

15.05

If the Board or the Association has a Policy Grievance, such grievance may be filed at Step 1 of the grievance procedure. A Policy Grievance is defined as, and limited to, one which alleges an actual violation of a specific provision of the agreement and which could not otherwise be resolved at a lower step of the grievance procedure because of the nature and scope of the grievance. A Policy Grievance must be initiated within twenty (20) days of the actual occurrence of the incident.

15.06

All decisions arrived at by agreement between the Board and the Association shall be binding upon the Board, the Association and the employees.

15.07

Section 44(6) in the Ontario Labour Relations Act is excluded.

15.08

A claim by an employee who has acquired seniority rights that the employee has been discharged will be treated as a grievance if a written statement of the grievance is lodged at Step 1 of the grievance procedure within five (5) working days after the employee ceases to work for the Board. If possible, a discharged person may meet with the Grievance Committee member for a reasonable period of time, if the employee so requests before leaving the Board's premises.

ARTICLE 15 - GRIEVANCE PROCEDURE (continued)

15.09

Saturdays, Sundays and holidays will not be counted to determine the time in which there is any action being taken under the Grievance/Arbitration procedure.

15.10

The Board shall make available a meeting location within its facilities for grievance meetings between Board representatives and the Grievance Committee.

15.11

At either Step 1 or Step 2 of the grievance procedure provided for herein, the parties may have the assistance of the employee concerned and, if mutually agreed, a limited number of witnesses crucial to the discussion and presentation of the grievance.

15.12

The mandatory requirements of the time limits fixed in the grievance procedure herein and arbitration procedures may be extended by the mutual consent, in writing, of the parties to this agreement.

ARTICLE 16 - ARBITRATION

16.01

A grievance failing settlement at Step 2 may be referred to arbitration by notifying the other party to this agreement in writing of the intention to do so, provided such notice of intention to submit such a grievance to arbitration is given to the other party within ten (10) working days of the final reply at Step 2 of the grievance procedure. The parties which must be contacted are the Employee Services Department of the Board and the Secretary of the Association.

16.02

The arbitration will be submitted to a Board consisting of one (1) Arbitrator who shall be agreed upon by the parties. In the event of the failure of the parties to agree upon an Arbitrator within twenty (20) working days of receipt of notice pursuant to clause 16.01, either party may resort to the provisions of the Ontario Labour Relations Act, as amended. If the parties agree, in writing, the Arbitration may be submitted to an Arbitration Tribunal. The Association shall appoint a nominee, the Board shall appoint a nominee and the parties will agree on a Chairman. In the event of the failure of the parties to agree upon a Chairman, either party may resort to the provisions of the Ontario Labour Relations Act, as amended.

16.03

Each party will bear equally the expenses of a single Arbitrator. Where a Board of Arbitration is used, the parties will each bear the expense of their own nominee and will share equally the expenses of the Chairman of the Board of Arbitration, if any.

16.04

No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the grievance procedure.

16.05

The Board of Arbitration or a single arbitrator shall not be authorized to make any decision inconsistent with the provisions of the agreement, nor to alter, modify or amend any part of this agreement nor to deal with any matter not covered by this agreement.

ARTICLE 17 - PARENTING LEAVE

17.01 - Pregnancy Leave

The Board shall, upon the written request of the employee and receipt of a letter from a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the expected date of delivery, grant or cause to be granted to the employee a Pregnancy Leave (leave of absence without pay).

17.02

- (i) Pregnancy Leave shall be governed by the Employment Standards Act and any amendments thereto. An employee while on leave for the seventeen (17) week period identified under the Employment Standards Act, shall accumulate seniority but not salary or allowances. The Board contribution to benefits for employees who qualify under this section, will be in accordance with clause 17.06.
- (ii) The Board shall, on written request of the employee, grant in addition to the Pregnancy Leave in (i) a leave of absence for personal family reasons for a period not to exceed one (1) year. Such extension shall be without accumulation of seniority and payment of salary, allowances or fringe benefits.

17.03 - Adoptive Leave

Leave shall be available to an employee who adopts a child. Advance notification of at least three (3) months shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the employee to commence leave immediately the child becomes available. Written notification shall be given to the employee's supervisor of the exact dates of the leave when they are known. Leave for the purposes of adoption shall be limited to seventeen (17) weeks.

An employee while on Adoptive Leave for up to seventeen (17) weeks shall accumulate seniority but not salary or allowances. The Board contribution to benefits for employees who qualify under this section, will be in accordance with clause 17.06.

17.04

The Board shall, on written request of the employee, grant in addition to the Adoptive Leave in 17.03, a leave of absence for personal family reasons for a period not to exceed one (1) year. Such leave shall be without payment of salary, allowances, fringe benefits or accumulation of seniority.

17.05

A leave of one (1) day with pay will be granted to permit an employee to attend at the delivery of the employee's child.

(continued)

17.06

Board contribution to benefit plans for employees on an approved seventeen (17) week Maternity or Adoptive Leave shall be as follows:

- (i) Employees who work fifty per cent (50%) or greater of the work year, shall be entitled to one hundred per cent (100%) Board contribution;
- (ii) Employees who work less than fifty per cent (50%) of the work year, shall be entitled to fifty per cent (50%) Board contribution

ARTICLE 18 - VACATIONS WITH PAY

18.01

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

18.02

Vacations with pay shall be granted to employees of the Board in accordance with the following:

- (i) a permanent twelve (12) month employee with less than one (1) year's seniority by July 1 of the vacation year shall receive vacation as provided by the Employment Standards Act;
- (ii) an employee who has completed one (1) year's seniority with the Board prior to July 1 in any year shall be entitled to two (2) weeks vacation with pay;
- (iii) an employee who has completed three (3) years' seniority with the Board prior to July 1 in any year shall be entitled to three (3) weeks vacation with pay;
- (iv) an employee who has completed nine (9) years' seniority with the Board prior to July 1 in any year shall be entitled to four (4) weeks vacation with pay;
- (v) an employee who has completed seventeen (17) years' seniority with the Board prior to July 1 in any year shall be entitled to five (5) weeks vacation with pay;
- (vi) an employee who has completed twenty-five (25) years' seniority with the Board prior to July 1 in any year shall be entitled to six (6) weeks vacation with pay.

18.03

One (1) day of holiday is added to the vacation entitlement of seniority employees. This additional day is to be taken during the Christmas holidays. Payment will be based on the employee's regular working hours.

18.04

Employees who work a twelve (12) month period five (5) days per week will be entitled to annual vacation periods as outlined in clause 18.02. Employees who work a twelve (12) month schedule and less than five (5) days per week but greater than three (3) days per week shall receive a prorated vacation in accordance with the actual vacation entitlement earned.

ARTICLE 18 - VACATIONS WITH PAY (continued)

18.04 (continued)

Employees who work less than a twelve (12) month period and work five (5) days per week or less but greater than three (3) days per week shall receive a prorated vacation in accordance with the actual vacation entitlement earned.

All other employees shall be subject to the following provisions:

- (a) Vacation entitlement will be received in two (2) separate payments each year. One (1) payment will be made in December and the other in July.
- (b) Employees who have less than five (5) years' service with the Board as of July 1, 1984 will be entitled to four per cent (4%) of the regular annual wage for allowance as outlined in the Employment Standards Act.
- (c) Employees who are in the employ of the Board as of July 1, 1984 and who have been employees of the Board for five (5) years prior to such July 1, 1984 shall be entitled to six per cent (6%) of the regular annual wage as vacation allowance.
- (d) Employees who are in the employ of the Board as of July 1, 1984 and who have been employees of the Board for eleven (11) years prior to such July 1, 1984 shall be entitled to eight per cent (8%) of their regular annual wage as vacation allowance.

18.05

Christmas, Mid-Winter or Summer vacation breaks when not worked and when paid for, shall be considered as part of the paid annual vacation period.

18.06

Vacations shall be taken at those times the facilities are closed during the months of July and August in each year. Requests for vacations at any other time must be submitted in writing for approval by the Employee Services Department.

18.07

Vacation time cannot be carried over from one (1) year to another.

18.08

If a statutory holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation for such holiday.

ARTICLE 18 - VACATIONS WITH PAY (continued)

18.09

An employee who has either been on leave of absence or layoff for a period of more than one (1) month or, on sick leave and off the active payroll for more than six (6) months, shall have vacation entitlement under Article 18 hereof prorated in accordance with the amount of time the employee was on the active payroll during the vacation year.

18.10

Effective July 1, 1988, the administration of vacation entitlement for ten (10) month OPA employees with a work schedule greater than 21 hours be as follows:

- (i) For OPA employees with current vacation entitlement over and above the 15 days taken at Christmas and Mid-Winter break - option of either (a) or (b):

- (a) Payment in money at end of June
(b) Days off in lieu of vacation pay

Option chosen would be for the tenure of employment of each individual employee unless special consideration was approved by the Superintendent of Employee Services.

- (ii) New hires and OPA employees with current vacation entitlement of fifteen (15) days and less used for payment of the Christmas and Mid-Winter break would receive additional vacation pay at the end of June at a time when their vacation entitlement increased beyond the breaks.

- (iii) Entitlement for (i) and (ii) above would be as outlined in the OPA Collective Agreement, Article 18.02, and prorated based on work schedule.

For purposes of defining seniority, the calculation will be as per Article 8 of the Collective Agreement.

Employees whose vacation entitlement (based on years of service) is greater than that based on seniority will maintain their credited years of service as of June 30, 1988. From July 1, 1988 on, they will accumulate vacation entitlement based on the seniority calculation only.

18.11

Notwithstanding 18.05 to 18.10 inclusive, if vacation entitlement is interrupted prior to the scheduled vacation period by prolonged illness or injury and such illness or injury is compensable by Workers' Compensation, the vacation of the affected employee will be rescheduled subject to the work requirements of the supervisor. The Superintendent of Employee Services reserves the right to request proof of illness or injury.

ARTICLE 19 - EMPLOYEE BENEFITS

19.01(A)

The Board shall provide, administer and pay one hundred per cent (100%) of the premiums for the first \$25,000 of insurance in the Group Life Insurance Plan in effect between the Halton Board of Education and the Sun Life Assurance Company of Canada. Additional insurance at one (1), two (2), three (3), four (4) or five (5) times the employee's salary is at the employee's option.

19.01(B)

The Board shall provide, administer and pay one hundred per cent (100%) of the premiums for the Employer Health Tax.

19.01(C)

(i) Effective July 1, 1990, the Board shall administer and pay one hundred per cent (100%) of the cost of the Extended Health Plan (or equivalent) in effect between the Halton Board of Education and the Mutual Life Assurance Company of Canada adjusted to include both hearing care option and \$140.00 vision care option, or other plan with equivalent benefits.

(ii) Effective July 1, 1991, the Board shall administer and pay one hundred per cent (100%) of the cost of the Extended Health Plan (or equivalent) in effect between the Halton Board of Education and the Mutual Life Assurance Company of Canada adjusted to include both hearing care option and \$160.00 vision care option, or other plan with equivalent benefits.

19.01(D)

The Board shall provide, administer and pay one hundred per cent (100%) for the Sun Life Dental Plan or other plan with equivalent benefits on the basis of the current Ontario Dental Association schedule of fees for Dental Services provided by General Practitioners or provided by a Dental Specialist where a patient has been referred to the specialist for services not normally provided by the General Practitioner.

19.02

Any premium contributed by an employee towards the total premium payable under 19.01 (A) for insurance on the life of such employee shall be deemed by the Board to be applied to the premium for the amount of insurance (if any) in excess of Twenty-Five Thousand Dollars (\$25,000.00).

ARTICLE 19 - EMPLOYEE BENEFITS (continued)

19.03

For any employee hired for or after July 1, 1981, benefits described in 19.01(A) to 19.01(D) are mandatory except where otherwise provided for in legislation, or where coverage is provided by the employee's spouse. The exclusion for the employee's spouse does not apply to Group Life.

19.04

The Halton Board of Education agrees to make such payments and provide such plans provided that there is a full compliance with the insurer's requirement of seventy-five percent (75%) participation in the benefit plans identified in 19.01(A) to 19.01(D) inclusive.

19.05

Effective July 1, 1990, an employee shall be eligible for Board contribution to the benefits referred to in this Article on the following basis:

- (i) shall be entitled to 100% of Board contributions if the employee's assignment is equal to or greater than twenty-one (21) hours per week;
- (ii) shall be entitled to 50% of Board contributions if the employee's assignment is less than twenty-one (21) hours per week.

ARTICLE 19 - EMPLOYEE BENEFITS (continued)

19.06

Effective December 1, 1988 the Board shall administer but not contribute to the premiums of a Long Term Disability Income Protection Plan.

Enrolment in such plan shall be mandatory for all Members eligible according to the insurer who are hired for or after December 1, 1988.

A Member receiving benefits from this Long Term Disability Income Protection Plan shall:

- a) remain on staff for a period of two (2) years plus an extension of time off;
 - i) up to three (3) years provided the Member's physician provides, annually, to the Superintendent of Employee Services, in writing, a prognosis that the physician believes the Member may return to their regular duties within three (3) years.
 - ii) up to three (3) years provided the Member's physician provides, annually, to the Superintendent of Employee Services, in writing, a prognosis that the physician believes the Member will be able to work at some other occupation within three (3) years.
 - iii) an unspecified amount of time beyond that provided in (i) above if approved by the Superintendent of Employee Services.
- b) be eligible to continue participation in the insured employee benefit plans, with the Board contributions continued to be paid, for the period the Member remains on staff with the Board;
- c) continue to accumulate actual O.P.A. seniority;
- d) have the Member's retirement gratuity payment based on the salary at the time benefits commence;
- e) provide proof of medical fitness before returning to work. The superintendent of Employee Services may require confirmation by a Board appointed medical practitioner.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

20.01

The regular hours of work for full-time personnel shall be seven (7) hours per day, exclusive of lunch break, Monday to Friday.

20.02

Scheduled overtime at the rate of time and one-half (1-1/2) the employee's regular straight time rate of pay will be paid for authorized work performed on behalf of the Board:

- (i) in excess of seven (7) hours per day; or
- (ii) in excess of thirty-five (35) straight time hours per week;
or
- (iii) on a Saturday.

20.03

Scheduled overtime at the rate of two (2) times the employee's regular straight time rate of pay will be paid for authorized work performed on behalf of the Board on a Sunday or Statutory Holiday as defined in Article 26.

20.04

All employees will receive a fifteen (15) minute paid rest period during each half normal work day.

20.05

The Superintendent of Employee Services is willing to consider individual requests for adjustments to the normal scheduled working hours subject to the needs and requirements of the various locations of the Halton Board of Education.

20.06

An employee, subject to the work requirements of the supervisor, may take lieu time rather than compensation for overtime worked, on the following basis :

- (a) for each hour worked at one and one-half (1-1/2) times the employee's compensation rate, the employee shall receive one and one-half (1-1/2) hours lieu time; and
- (b) for each hour worked at two (2) times the employee's compensation rate, the employee shall receive two (2) hours lieu time.

ARTICLE 21 - SICK LEAVE

21.01 - Eligibility

The cumulative sick leave plan shall apply to all seniority Office Personnel Association staff who are employees of the Halton Board of Education, subject to 21.04 and 21.05.

21.02 - Administration of the Plan

Subject to the final authority of the Board, the administration of the plan shall be vested in the Employee Services Department. The Employee Services Department shall keep a record of the credits and deductions for each employee and shall provide a statement to each employee annually of the state of their credit under the plan.

21.03 - Final Authority

In case of dispute with respect to credits or deductions, the decision of the Board shall be final subsequent to prior consultation between the employee concerned and the administrative officials.

21.04 - Waiting Period for Sick Leave Entitlement

All employees, to be eligible for sick leave, must complete the mandatory probationary period satisfactorily prior to exercising any sick leave entitlement. Cumulative sick leave becomes effective after the completion of the probationary period and will be credited from date of hire.

21.05 - Sick Leave and Credits

- (i) Each seniority employee hired prior to July 1, 1981, shall be entitled to two (2) days of sick leave for each full month worked or, if their work schedule is less than five (5) days but three and one-half (3-1/2) days to four and one-half (4-1/2) days, on a prorated basis. Each seniority employee with a work schedule of twenty-one (21) hours or less hired on or before December 31, 1981 whose work schedule is three (3) days per week, shall be entitled to one (1) day of sick leave for each full month worked or, if the work schedule is two and one-half (2-1/2) days per week, shall be entitled to three-quarters (3/4) of a day of sick leave for each full month worked or, if the work schedule is two (2) days per week, shall be entitled to one-half (1/2) of a day of sick leave for each full month worked, and if the work schedule is less than two (2) days per week, shall not be entitled to sick leave credits.

ARTICLE 21 - SICK LEAVE (continued)

21.05 - Sick Leave and Credits (continued)

- (ii) For seniority employees hired on or after July 1, 1981, the following will apply:
new hires working five (5) days per week will be entitled to two (2) days of sick leave for each full month worked; new hires working less than five (5) days per week but working three and one-half (3-1/2) days or more per week will be entitled to one (1) day's sick leave for each full month worked. For seniority employees with a work schedule of twenty-one (21) hours or less hired on or after January 1, 1982, the following will apply: new hires working three (3) days per week will be entitled to one (1) day of sick leave for each full month worked; new hires working less than three (3) days per week shall not be entitled to sick leave.
- (iii) For seniority employees, the following will apply, effective July 1, 1984:
Seniority employees working thirty-five (35) hours per week will be entitled to two (2) days of sick leave for each full month worked;
Seniority employees working less than thirty-five (35) hours per week but equal to or greater than seventeen (17) hours per week shall be entitled to two (2) days sick leave for each full month worked on a prorated basis.
Seniority employees working less than seventeen (17) hours per week shall not be entitled to sick leave.
- (iv) At the end of each working year, all of the balance of that year's sick leave allowance for each employee, after deducting absences due to personal illness or injury, will be credited to such employee's accumulated sick leave account subject to the following:
- (a) Employees on a twelve (12) month schedule who have accumulated two hundred and forty (240) days or less as of June 30, 1981, will be limited to a maximum sick leave accumulation of two hundred and forty (240) days;
- Employees on a ten (10) month schedule who have accumulated two hundred (200) days or less as of June 30, 1981, will be limited to a maximum sick leave accumulation of two hundred (200) days;
- (b) Employees hired prior to July 1, 1981, having a sick leave accumulation in excess of two hundred and forty (240) days if on a twelve (12) month schedule, or having a sick leave accumulation in excess of two hundred (200) days if on a ten (10) month schedule, will be permitted to have their maximum sick leave accumulation limited to their July 1, 1981 figure as determined by the Employee Services Department;

ARTICLE 21 - SICK LEAVE (continued)

21.05 - Sick Leave and Credits (continued)

- (c) Eligible employees hired on or after July 1, 1981, shall have their sick leave days limited to a maximum of two hundred and forty (240) days if on a twelve (12) month schedule, or two hundred (200) days if on a ten (10) month schedule.

The working year shall start on the first day of July annually for the purpose of this plan.

- (v) Each day's absence of an employee due to personal illness or injury will cause a deduction first from the current year's allowance, then and if the allowance be exhausted, from the employee's accumulated sick leave account. No employee, however, may draw more than two hundred and forty (240) days of sick leave if on a twelve (12) month schedule, or two hundred (200) days of sick leave if on a ten (10) month schedule, from the accumulated sick leave account for any one illness or injury. The employee shall re-enter the service of the Board for one (1) complete term (three (3) complete months) before drawing on the accumulated credit again. Consequently, once an employee has banked the permitted accumulation of sick leave credits, the employee's sick leave, therefore, becomes non-cumulative so that sick leave days earned in the year of the sick leave absence may be used prior to drawing on the employee's days of entitlement but will not be accumulated beyond the year earned.

21.06 - Reporting and Certification of Absences

All absences must be reported immediately by the employee to the supervisor. Such absence must be reported by the supervisor to the Employee Services Department. Absences for personal illness or injury for a period not exceeding three (3) consecutive working days may be certified by the supervisor unless the Employee Services Department asks specifically in a particular instance for certification in writing by a qualified medical or dental practitioner. All absences over three (3) consecutive working days must be certified by a qualified medical or dental practitioner. For absence exceeding one (1) month, the Board may request a medical certificate from a doctor appointed by the Board in order to continue sick leave payments. When the Board requests a doctor's certificate from an employee related to an absence on sick leave for less than three (3) days and the employee's physician charges for such certificate, the Board shall subsequently reimburse the employee up to ten dollars (\$10.00) after receipt of a doctor's invoice.

ARTICLE 21 - SICK LEAVE (continued)

21.07 - Computation of Daily Rate

Sick leave claims shall be computed for payment on the basis of the daily salary rate of the employee at the time of the absence.

21.08 - Absence Chargeable to Sick Leave

Deductions shall be made from an employee's sick leave credit for the number of days of absence because of personal illness. No salary payments shall be made to the employee for absence beyond the number of days to the employee's credit in the sick leave plan.

ARTICLE 22 - RETIREMENT GRATUITY PLAN

22.01 - Eligibility

22.01(A)

- (i) Full-time seni rity employees on a twelv (12) month schedule working thirty-five (35) hours per week must have completed both a minimum of ten (10) years of continuous service and the equivalent of ten (10) years' actual work experience with the Halton Board of Education immediately preceding retirement, to become eligible for a retirement gratuity. The Halton Board of Education includes all former school boards which constituted the Halton County Board of Education on January 1, 1969;
- (ii) This plan shall not apply to any new employees hired after June 30, 1981.

22.01(B)

- (i) Seniority employees on a work schedule less than twelve (12) months and thirty-five (35) hours per week must have completed both a minimum of ten (10) years of continuous service and the equivalent of ten (10) years' actual work experience with the Halton Board of Education immediately preceding the employee's retirement to become eligible for a retirement gratuity. The Halton Board of Education includes all former school boards which constituted the Halton County Board of Education on January 1, 1969. Actual work experience for a seniority employee shall be their total actual work time pro-rated to the total actual work time completed by a five (5) day per week employee over the same period of time;
- (ii) This plan shall not apply to any new employees hired after December 31, 1981. This plan shall apply only to current employees having in excess of one hundred (100) cumulative sick leave days as of December 31, 1981. Those with less than one hundred (100) cumulative sick leave days as of December 31, 1981 and already in the employ of the Board shall forfeit any eligibility for retirement gratuity.

22.01(C)

Effective July 1, 1991, eligibility for retirement gratuity shall be as follows:

- (i) Pull-time seniority employees on a twelve (12) month schedule working thirty-five (35) hours per week must have completed both a minimum of ten (10) years of continuous service and the equivalent of ten (10) years' actual work experience with the Halton Board of Education immediately preceding retirement, to become eligible for a retirement gratuity. The Halton Board of Education includes all former school boards which constituted the Halton County Board of Education on January 1, 1969;

ARTICLE 22 - RETIREMENT GRATUITY PLAN

22.01(C) - Eligibility

- (ii) Seniority employees on a work schedule less than twelve (12) months and thirty-five (35) hours per week must have completed both a minimum of ten (10) years of continuous service and the equivalent of ten (10) years' actual work experience with the Halton Board of Education immediately preceding the employee's retirement to become eligible for a retirement gratuity. The Halton Board of Education includes all former school boards which constituted the Halton County Board of Education on January 1, 1969. Actual work experience for a seniority employee shall be their total actual work time pro-rated to the total actual work time completed by a five (5) day per week employee over the same period of time;

22.01(D)

An employee must be retiring by reason of age or ill health to be eligible. Retirement for ill health is retirement on pension caused by some permanent disability which prevents the employee from being employed in the employee's usual capacity and is identical to the meaning described in The Ontario Municipal Employee's Retirement System. Retirement by reason of age shall mean retirement at the compulsory age limit as outlined in the Board of Education's Retirement Policy or retirement on pension as outlined under the Act or System.

22.02 - Amount of Gratuity

- (i) The amount of gratuity paid to an eligible employee shall not exceed six (6) months' salary computed on the basic salary (excluding any bonus, overtime payments, etc.) of the last full year for which the employee was employed by the Board provided such payout does not exceed the allowable maximum payout outlined in 22.02 (iv);
- (ii) An employee, after meeting the eligibility requirements under 22.01, shall be entitled to a retirement gratuity computed in accordance with the formula set out in 22.02(iii) hereof, subject to 22.02(iv), if the credit in the employee's accumulated sick leave is sufficient, of twenty-five percent (25%) of the last full year's basic salary. This percentage shall increase each consecutive year thereafter by five percent (5%) until a maximum of fifty percent (50%) of the last full year's basic salary is reached provided at no time such gratuity payout exceeds the allowable maximum outlined in 22.02(iv);

ARTICLE 22 - RETIREMENT GRATUITY PLAN (continued)

22.01(C) - Eligibility

- (iii) The amount of the gratuity paid to an eligible employee shall be computed as follows subject to the allowable maximum outlined in 22.02(iv):

(25 to 50% as determined in 22.02(ii)) X (basic salary of last full year) X accumulated sick leave to 240 for 12 month employees, OR X accumulated sick leave to 200 for 10 month employees
240 for 12 month employees, OR
200 for 10 month employees.

- (iv) The amount of gratuity paid to an eligible employee shall be either the calculation under 22.02(iii) above or as noted below, whichever is the lesser:

<u>EMPLOYEE GROUP</u>	<u>MAXIMUM PAYOUT</u>
Office Personnel Association	Capped at \$10,000.00

- (v) (A) It is understood that the Ten Thousand Dollars (\$10,000.00) maximum payout cap under 22.02(iv) of the Retirement Gratuity Plan will come into effect on the first day of July, 1986 for seniority employees hired prior to July 1, 1981 on a twelve (12) month schedule working thirty-five (35) hours per week.

(B) It is understood that the Ten Thousand Dollars (\$10,000.00) maximum payout cap under 22.02(iv) of the Retirement Gratuity Plan will come into effect on the first day of July, 1986 for seniority employees hired prior to January 1, 1982 on a work schedule less than twelve (12) months and thirty-five (35) hours per week.

ARTICLE 22 - RETIREMENT GRATUITY PLAN (continued)

22.03 - Method of Payment

- (i) The gratuity shall be paid to the retiring employee in no more than two (2) payments, either immediately on retirement and/or January of the year following retirement. Each retiring employee shall advise the Employee Services Department in writing at least six (6) months prior to the retirement date as to the method of payment desired;
- (ii) The gratuity may be paid, in whole or in part, on the employee's direction and on the employee's behalf, into a registered retirement savings plan;
- (iii) In the event that a retired employee dies before having received the full retirement gratuity, the balance of the gratuity shall be paid to the widow or widower of the employee or to the heirs at law, or executors or administrators;
- (iv) On the death of an employee of the Board before retirement, a death benefit of an amount equal to the retirement gratuity, (as computed in accordance with the provisions of 22.02 of this Policy), at the time of death of such employee shall be paid to the widow or widower of the employee or to the heirs at law, or executors or administrators.

22.04

The Board reserves the right to withhold the payment of the retirement gratuity in the case of any employee who is discharged or caused to resign for reasons which the Board may deem to have moral, legal or professional implications.

ARTICLE 23 - LEAVES OF ABSENCE

23.01

Any employee may be granted a leave of absence without pay and without loss in seniority if a complete application therefore is forwarded through the appropriate official of the Board and is sent to the Employee Services Department for approval at least fifteen (15) days prior to the requested leave. Such request must show good and sufficient reason and shall contain:

- (i) the reason for the proposed absence;
- (ii) the commencement date of the proposed leave of absence;
- (iii) the length of the proposed leave of absence including date of return;
- (iv) leaves granted shall be in writing covering a specific period of time.

23.02 - Deaths and Funerals

Three (3) days' leave of absence without deduction shall be granted to an employee in the case of the death of an immediate member of the family, or an immediate relative by marriage. An "immediate member of the family" is defined as father, mother, sister, brother, daughter, son, grandparent, grandchildren, spouse, step-father, step-mother, step-sister, step-brother, and step-child. An "immediate relative by marriage" is defined as "mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. In all other cases one (1) day shall be allowed for the purpose of attending a funeral, subject to the approval of the Superintendent of Employee Services.

23.03 - Jury Duty and Subpoena

An employee is entitled to salary notwithstanding being absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which the employee is not a party or one of the persons charged, provided that the employee pays to the Board any fee, exclusive of travelling allowances and living expenses, that the employee receives as a juror or as a witness.

23.04 - Workers' Compensation

Each employee on the staff who is injured in the course of duty shall have the Workers' Compensation salary awards supplemented from sick leave account to provide for the payment of full salary. In the event that an employee does not wish to use the sick leave credits to supplement the Workers' Compensation salary award, the employee must give immediate notice in writing to the Employee Services Department. After the expiration of any Workers' Compensation award, the employee may use the current year's sick leave or accumulated credits up to the limit previously established.

NOTE: It should be understood that there shall be no pyramiding or compounding of Board benefits with any other internal or external benefit. An employee on sick leave shall not be able to earn an amount of income greater than that which was earned while actively at work.

ARTICLE 23 - LEAVES OF ABSENCE (continued)

23.05 - Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances which, therefore, merit individual attention, and is subject to the approval of the Superintendent of Employee Services or designate.

23.06

An employee shall be granted one (1) additional day per year with pay and without loss of seniority to attend the **post-secondary** graduation of the employee's child, spouse or parent and attendance at the employee's own post-secondary graduation.

23.07

An employee shall be granted one (1) additional day per year with pay and without loss of seniority to attend the writing of their own post-secondary examinations.

A leave of this nature is subject to the approval of the Superintendent of Employee Services or designate in consultation with the employee's supervisor.

23.08

Every employee is entitled to legitimate absence from duty in any case where, because of exposure to communicable disease, is quarantined or otherwise prevented by the order of the public medical health authorities pursuant to the Public Health Act, from attending upon the employee's duties.

23.09

Subject to a minimum notice of three (3) working days being given to the supervisor, an employee may be granted, with the approval of the Superintendent of Employee Services, for reasonable personal reasons, a leave of absence for up to a maximum of two (2) working days in any one (1) work year. Such absence shall be without pay.

23.10

Subject to a minimum notice of three (3) work days being given the Member's Supervisor, a Member may be granted with the approval of the Superintendent of Employee Services, a leave of absence for one (1) work day through deduction of sick leave credit in any one (1) school year. This absence may be approved because of extension to bereavement, compassionate leave or for personal business where there is no alternative than on a working day.

ARTICLE 24 - SAFETY PROVISIONS

24.01

It is agreed that both parties will cooperate for the prevention of accidents and promotion of safety and health. The Board will make reasonable provisions for the safety and protection of the health of the employees during the hours of employment.

24.02

It is the responsibility of the employee to report to the immediate supervisor any equipment which, in the employee's opinion, is unsafe or hazardous. If any difference of opinion exists between the employee and the immediate supervisor as to the safety or hazardous condition of the equipment in question, the supervisor will immediately seek the assistance of the Superintendent of Employee Services or designate.

24.03

The Board agrees to include representatives of the Office Personnel Association in the membership of an Occupational Health and Safety Committee,

ARTICLE 25 - PROFESSIONAL DEVELOPMENT

25.01

The Board and the Association shall form a Professional Development Committee to review the training and professional development needs of the employees within the bargaining unit with a view to developing a system of on-the-job training, including provision for adapting successfully to new technology.

25.02

Effective July 1, 1990, in order to give employees the opportunity on occasion to participate in seminars, workshops, conferences or similar programs, In-service or otherwise, to keep up to date with knowledge and skills in their respective fields, professional development monies of not less than ten thousand dollars (\$10,000) will be made available by the Board for the period July 1, 1990 through June 30, 1991. The allocation of such funds shall be subject to the terms of reference of the Professional Development Committee as approved and administered by the Superintendent of Employee Services or designate.

Effective July 1, 1991, in order to give employees the opportunity on occasion to participate in seminars, workshops, conferences or similar programs, In-Service or otherwise, to keep up to date with knowledge and skills in their respective fields, professional development monies of not less than fifteen thousand dollars (\$15,000) will be made available by the Board for the period July 1, 1991 through June 30, 1992. The allocation of such funds shall be subject to the terms of reference of the Professional Development Committee as approved and administered by the Superintendent of Employee Services or designate.

ARTICLE 26 - STATUTORY HOLIDAYS

26.01 (A)

The Board recognizes the following holidays for all twelve (12) month employees subject to 26.02:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day (if declared a Municipal holiday)
Heritage Day (if proclaimed as a statutory holiday by the Federal Government and is a school holiday)

26.01 (B)

The Board recognizes the following holidays for all ten (10) month employees subject to 26.02:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day (if declared a Municipal holiday)
Heritage Day (if proclaimed as a statutory holiday by the Federal Government and is a school holiday)

26.02

The above holidays in 26.01(A) or (B) shall be granted with pay to the appropriate employees, other than probationers, provided the employee is not on leave of absence or lay-off when a recognized holiday falls under this Agreement and the employee is at work the full regularly scheduled work day prior to and the full regularly scheduled work day following the day of the holiday.

26.03

In lieu of Remembrance Day, one (1) additional holiday for seniority employees. This additional day is to be taken during the Christmas holidays. Payment will be based on the employee's regular working hours.

ARTICLE 27 - WAGE SCHEDULE

01 Effective July 1, 1990, the wage rates set forth as follows will apply during the life of this Collective Agreement:

<u>GROUP</u>	<u>JOB TITLE</u>	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
1	Computer Operator Cont. Education Clerk Sr. Graphic Artist Rentals Coordinator Repair Technician Technician Instructional Media	15.37	16.13	16.94	17.80
2	Technician Library	15.04	15.78	16.57	17.40
3	Payroll Clerk (Sr.)	14.00	14.71	15.44	16.22
4	Accounting Clerk (Sr.)	14.04	14.72	15.43	16.19
5	Secretary - Principal Secretary - Coordinators Secretary - Finance Secretary - Instructional Media Secretary - Maintenance Secretary - Administrative Services Secretary - Computer Services Secretary - Plant Operations Secretary - Supervising Principal of Programs in Care, Treatment & Corrections Secretary - Special Education/I.P.R.C. Secretary - Syl Apps	14.08	14.75	15.45	16.19
6	Budget Clerk (Sr.) Offset Operator	13.40 12.99	14.04 13.65	14.71 14.33	15.41 15.05
7	Shipper/Receiver	12.32	12.94	13.58	14.26
8	Accounts Payable Clerk (Int.) Payroll Clerk Accounting Clerk (Int.)	12.74	13.33	13.96	14.62
9	Printing Clerk Secretary - Continuing Education	12.40	12.98	13.59	14.23
10	Secretary - Guidance Payroll Clerk	12.06	12.62	13.22	13.83
11	Film/Media Clerk Secretary - Centres Purchasing Clerk Secretary - Secondary Schools Film & Video - Secretary Library Technical Assistant	11.72	12.26	12.84	13.45
12	Accounts Payable Clerk Educational Services Clerk	11.38	11.92	12.47	13.06
13	Clerk Typist Schools Library Resource Clerk Clerk Typist Centre	11.04	11.56	12.10	12.66
14	Mail/File Clerk Switchboard Operator Data Entry Clerk	10.69	11.19	11.72	12.26

ARTICLE 27 - WAGE SCHEDULE

27.02 Effective July 1, 1991, the wage rates set forth as follows will apply during the life of this Collective Agreement:

<u>GROUP</u>	<u>JOB TITLE</u>	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
1	Computer Operator Cont. Education Clerk Sr. Graphic Artist Rentals Coordinator Repair Technician Technician Instructional Media	16.22	17.02	17.87	18.78
2	Technician Library	15.87	16.65	17.48	18.36
3	Payroll Clerk (Sr.)	14.77	15.52	16.29	17.11
4	Accounting Clerk (Sr.)	14.81	15.53	16.28	17.08
5	Secretary - Principal Secretary - Coordinators Secretary - Finance Secretary - Instructional Media Secretary - Maintenance Secretary - Administrative Services Secretary - Computer Services Secretary - Plant Operations Secretary - Supervising Principal of Programs in Care, Treatment & Corrections Secretary - Special Education/I.P.R.C. Secretary - Syl Apps	14.85	15.56	16.30	17.08
6	Budget Clerk (Sr.)	14.14	14.81	15.52	16.26
	Offset Operator	13.70	14.40	15.12	15.88
7	Shipper/Receiver	13.00	13.65	14.33	15.04
8	Accounts Payable Clerk (Int.) Payroll Clerk Accounting Clerk (Int.)	13.44	14.06	14.73	15.42
9	Printing Clerk Secretary - Continuing Education	13.08	13.69	14.34	15.01
0	Secretary - Guidance Payroll Clerk	12.72	13.31	13.95	14.59
11	Film/Media Clerk Secretary - Centres Purchasing Clerk Secretary - Secondary Schools Film & Video - Secretary Library Technical Assistant	12.36	12.93	13.55	14.19
12	Accounts Payable Clerk Educational Services Clerk	12.01	12.58	13.16	13.78
13	Clerk Typist Schools Library Resource Clerk Clerk Typist Centre	11.65	12.20	12.77	13.36
14	Mail/File Clerk Switchboard Operator Data Entry Clerk	11.28	11.81	12.36	12.93

ARTICLE 27 - WAGE SCHEDULE (continued)

27.03 - COST OF LIVING ADJUSTMENT

The salary rates in effect for the period July 1, 1991 to June 30, 1992, set out in Clause 27.02 may be further adjusted should the CPI as published for the month of April 1991 increase by 6.0% or more over the CPI published for the month of April 1990. In that event, the 1991-1992 salary schedules will be further adjusted at each step by the dollar amount equal to the product of the percentage generated by the following formula:

$$\text{X\%} = \frac{\text{CPI April 1991} - \text{CPI April 1990} - 5.5\%}{\text{CPI April 1990}}$$

applied to the salary rates in effect on June 30, 1991, as set out in Clause 27.02.

27.04

There will be no compounding of the percentage increase generated from the above CPI formula and the adjustment of 5.5% to the June 30, 1991, salary rates. That is, both the 5.5% increase and the CPI generated increase, if any, will be added together to provide the total percentage increase to each step of the salary schedule for July 1, 1991.

27.05

The maximum possible adjustment generated by the formula will be 2.5% based on an increase of CPI April 1991 over April 1990 of 8%.

27.06

Any adjustment that results from the COLA will apply to the Salary Schedule effective July 1, 1991.

27.07

CPI shall mean the CONSUMER PRICE INDEX "ALL ONTARIO" 1981 for which data is published by Statistics Canada.

27.08

No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Consumer Price Index for any month on the basis of which the allowance has been determined.

ARTICLE 27 - WAGE SCHEDULE (continued)

27.09

Steps as shown in Clauses 27.01 and 27.02 are as follows:

Step 1 - First anniversary date of a seniority employee's starting date.

Step 2 - Second anniversary date of a seniority employee's starting date.

Step 3 - Third anniversary date of a seniority employee's starting date.

27.10

The Board reserves the right to withhold scheduled increment subject to two (2) months' notice, if the employee's performance is not, in the opinion of the Superintendent of Employee Services, up to the Board's standards.

ARTICLE 28 - TERM OF AGREEMENT

28.01

This agreement signed and entered into as of the 19th day of June, 1990, will be effective from the 1st day of July, 1990 until the 30th day of June, 1992 and shall continue automatically thereafter for annual terms of one (1) year, unless notice is given in writing by either party of their intention to modify, amend or terminate this agreement within the ninety (90) day period immediately preceding the date of termination of said agreement.

28.02

If either party does give such notice, the parties will endeavour to commence negotiations within fifteen (15) days after the giving of such notice or within such longer time as may be mutually agreed upon,

28.03

If, pursuant to such negotiations, an 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 under the Ontario Labour Relations Act have been completed, whichever date occurs the earlier.

28.04

Changes may be made in this agreement by mutual agreement at any time during the existence of this agreement.

ARTICLE 28 - TERM OF AGREEMENT (continued)

28.05

In witness whereof each of the parties hereto has caused this agreement to be signed by their duly authorized representatives this 19th day of June, 1990.

For The Halton Board of Education

For The Halton Board of Education
Office Personnel Association

Signed :

Signed:

Pat Hillhouse
Chair, Halton Board
of Education

Marion McMeeken
Spokesperson, Office Personnel
Association

Linda Glover
Chair, Salary Policy
Committee

Marjorie Rixon
Member, O.P.A.
Negotiating Committee

Dave Coons
Vice-Chair, Salary Policy
Committee

Joan Elstub
Member, O.P.A.
Negotiating Committee

Lynne Clark
Member, Salary Policy
Committee

Judy Borsellino
Member, O.P.A.
Negotiating Committee

Diane Filman
Member, Salary Policy
Committee

Vera Demopolis
Member, O.P.A.
Negotiating Committee

Sue Currie
Superintendent of
Employee Services

Marlene Marks
President, Office
Personnel Association

Sharon Leonard
Personnel Manager
Employee Services Department

Rick Lambert
Vice-president, Office
Personnel Association

Letter of Agreement

between

The Halton Board of Education
(hereinafter referred to as the "Board")

and

The Office Personnel Association
(hereinafter referred to as the "Association")

The Board and the Association agree to study the structure of the Wage Schedule - Article 27, as outlined in the Collective Agreement. The study will be initiated by the Superintendent of Employee Services with input from the Executive of the Association. The Position Classification Committee will review the findings and any recommendations for modifications to the existing wage schedule will be submitted to the Board for approval and any modifications will be subject to budget approval.

Signed at Burlington this 19th day of June 1990.

FOR THE HALTON BOARD OF EDUCATION

Pat Hillhouse _____

Linda Glover _____

Dave Coons _____

Lynne Clark _____

Diane Filman _____

Sue Currie _____

Sharon Leonard _____

FOR THE ASSOCIATION

Marion McMeeken _____

Marjorie Rixon _____

Joan Elstub _____

Judy Borsellino _____

Vera Demopolis _____

Marlene Marks _____

Rick Lambert _____

Letter of Agreement

between

The Halton Board of Education
(hereinafter referred to as the "Board")

and

The Office Personnel Association
(hereinafter referred to as the "Association")

NG AND TECHNOLC 1

The Board and the Association agree to form a committee to review and make recommendations to the Superintendent of Employee Services with regard to the training needs of the Members of this Association. This committee will also provide ongoing information to the Superintendent of Employee Services with regard to the future training needs of its Members resulting from the technological changes incorporated by the Board.

Signed at Burlington this 19th day of June 1990.

FOR THE HALTON BOARD OF EDUCATION

Pat Hillhouse

Linda Glover

Dave Coons

Lynne Clark

Diane Filman

Sue Currie

Sharon Leonard

FOR THE ASSOCIATION

Marion McMeeken

Marjorie Rixon

Joan Elstub

Judy Borsellino

Vera Demopolis

Marlene Marks

Rick Lambert