

COLLECTIVE AGREEMENT

between

SOURCE	Company		
EFF.	95	07	01
TERM.	97	06	30
No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	CM		

THE HALDIMAND BOARD OF EDUCATION
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1752**
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

EFFECTIVE

July 1, 1995 C June 30, 1997

11/78(1)

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE..... 1

ARTICLE 2 - RECOGNITION..... 1

ARTICLE 3 - UNION SECURITY..... 1

ARTICLE 4 - MANAGEMENT RIGHTS..... 1

ARTICLE 5 - NO DISCRIMINATION..... 2

ARTICLE 6 - COMMUNICATION AND NOTIFICATION..... 2

ARTICLE 7 - GENERAL..... 2

ARTICLE 8 - UNION STEWARDS AND COMMITTEES..... 2

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE..... 4

ARTICLE 10 - DISCHARGE AND DISCIPLINE CASES 6

ARTICLE 11 - NO STRIKES OR LOCKOUTS..... 6

ARTICLE 12 - SENIORITY 7

ARTICLE 13 - HIRING AND TRANSFERS..... 8

ARTICLE 14 - HOURS OF WORK..... 12

ARTICLE 15 - BREAK PERIODS AND LUNCH PERIODS..... 12

ARTICLE 16 - OVERTIME..... 13

ARTICLE 17 - RECOGNIZED HOLIDAYS..... 13

ARTICLE 18 - VACATIONS..... 14

ARTICLE 19 - BENEFIT PLANS 15

ARTICLE 20 - LEAVES OF ABSENCE 16

ARTICLE 21 - SICK LEAVE..... 17

ARTICLE 22 - BEREAVEMENT LEAVE 19

ARTICLE 23 - JURY DUTY 20

ARTICLE 24 - RETIREMENT..... 20

ARTICLE 25 - BULLETIN BOARDS..... 20

ARTICLE 26 - WAGE SCHEDULE..... 20

ARTICLE 27 - LEGISLATIVE REQUIREMENT..... 21

ARTICLE 28 - DURATION OF AGREEMENT 21

FILLING TEMPORARY NON-TEACHING VACANCIES.....	24
LETTER OF INTENT - CPR AND ST. JOHNS AMBULANCE TRAINING.....	26
LETTER OF INTENT C INCLEMENTWEATHER/EMERGENCY CLOSURE.....	27
LETTER OF INTENT - 1/2 DAY BEFORE CHRISTMAS AND NEW YEAR'S.....	28
LETTER OF INTENT C POLICY 92.....	29
LETTER OF UNDERSTANDING C FTE.....	30
ARTICLE 20.09 C.C.U.P.E. LOCAL 1752 FUNDED LEAVE PLAN.....	31
LETTER OF INTENT C TEMPORARY/CASUAL RATE AND SOCIAL CONTRACT.....	33
LETTER OF INTENT C VEHICLE ALLOWANCE.....	34
LETTER OF INTENT C SALARY.....	35
LETTER OF INTENT C LAYOFF.....	36
LETTER OF INTENT C JOB SHARING.....	37
LETTER OF INTENT C POSTINGS.....	38

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to set forth the rates of pay, the hours of work and other matters which have been agreed upon, including procedures in the event of grievances or complaints.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent of all office, clerical, educational assistants and technical Employees of The Haldimand Board of Education save and except confidential secretaries to the Director of Education, Superintendents, Supervisor of Accounts, Supervisor of Payroll, Purchasing Manager, persons above these ranks, and students employed during the school vacation period.

2.02 Definition of "Employee"

The word "Employee" in this Agreement shall mean the Employees for whom the Union is the bargaining agent as set out in Article 2.01. Full-time "A" employee is one who works thirty (30) hours or more per week; full-time "B" employee is one who works more than twenty-four (24) hours per week but less than thirty (30); part-time employee is one who works twenty-four (24) hours or less per week.

ARTICLE 3 - UNION SECURITY

3.01 When and From Whom Shall Union Dues be Deducted

The Employer shall deduct Union Dues each pay period from Employees commencing their date of hire. Regular Union Dues shall not include any assessment or special levy.

3.02 Notification, When Remitted, and List

The amount of such regular Dues shall be certified to the Employer by the Secretary of the local Union. The total Dues deducted will be remitted not later than the fifteenth (15th) day of each month following the month in which the deductions were made. The remittance will be sent to the Treasurer of the local Union accompanied by a list of all Employees from whom the deductions were made.

3.03 Union Membership

Employees must, as a condition of employment, become and remain members of the Union following successful completion of their Probationary Period as set out in Article 12.01.

3.04 Employer Acquaints New Employees re Union

Upon hire, the Employer will acquaint new employees with the requirements under Union Security. Upon successful completion of the Probationary Period, at the time of enrolment in the Benefit Plans if applicable, a copy of the Collective Agreement will be supplied to such employees by the Employer. The Employer will inform the Union of each Employee who has successfully completed their Probationary Period.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes and accepts that it is the exclusive right and function of the Employer to administer and manage any and all the affairs of The Haldimand Board of Education without reservation except as specifically limited by this Agreement.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 There shall be no discrimination by either Party to this Agreement, or by the officers, officials, elected members or employees of either Party, or restraints, or coercion against any employee because of membership in the Union, authorized Union activity under this Agreement, age, race, colour, religious affiliation, sex, marital status, place of residence or national origin.

ARTICLE 6 - COMMUNICATION AND NOTIFICATION

- 6.01 Official Communication Between the Parties
Official communications arising out of this Agreement shall be sent to the Secretary of the Union at the address on file with the Employer. Official communication from the Union shall be sent to the Superintendent of Human Resources at the Administrative Offices of the Employer. It is understood that when a specific section of this Agreement requires the sending of such communication to another representative of either Party, this Article 6.01 shall not be operative.
- 6.02 The Board will forward to the Union President a copy of the Human Resource Committee minutes after each meeting. The minutes will include information on all staff movement and the staffing report.

ARTICLE 7 - GENERAL

- 7.01 Gender and Case
Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used where the Parties hereto so require.
- 7.02 Copies of Agreement
The cost of reproducing this Collective Agreement shall be shared on a fifty-fifty (50/50) basis between the Parties.
- 7.03 Personnel Files
An employee will be allowed to review their own personnel file upon giving the employer twenty-four (24) hours notice.

ARTICLE 8 - UNION STEWARDS AND COMMITTEES

- 8.01 a) Recognized Stewards
The Employer will recognize eight (8) stewards coming within the scope of this Agreement providing the provisions of Article 8.02 are met.
- b) Negotiating Committee
The Employer will recognize a Negotiating Committee of six (6) Employees coming within the scope of this Agreement, one of which shall be the President of the Local Union or designate.
- c) Grievance Committee
The Employer will recognize a Grievance Committee of five (5) Employees coming within the scope of this Agreement.
- d) Labour - Management Committee
The Employer will recognize a Labour-Management Committee of six (6) Employees coming within the scope of this Agreement. The Union shall have the right to have the assistance of representative(s) of the Canadian Union of Public Employees. The function of the Labour-Management Committee shall be in accordance with Article 8.01(e) Labour-Management Committee Meetings.
- e) Labour-Management Committee Meetings
When the Union desires a meeting to discuss matters arising out of matters covered in this Agreement other than Complaints and Grievances, then a written request for such a meeting shall be sent to the Superintendent of Human Resources outlining the matters which the Union wishes to discuss. A meeting will be held between the Parties within five (5) working days of the receipt of the request. Meetings of the Labour-Management Committee shall not be used to by-pass the mandatory provisions of Article 9, Grievance and Arbitration Procedure, or Article 28, Duration of Agreement.

8.02 Notification

The Union shall notify the Employer in writing of the names and offices held by all Stewards and members of Committees set out in Article 8.01 above. The Employer shall notify the Union in writing of the names and offices held by the officials who will represent the Employer on the Committees as set out in Article 8.01 above.

8.03 Permission Required to Conduct Union Business

Officials of the Union set out in Article 8.01 above have regular duties to perform on behalf of the Employer. The privilege of such Union Officials to leave their work is granted subject to the following conditions:

- a) such business must be between the Union and the Employer. Employees having grievances cannot discuss these with Union Officials during working hours, except in the case of a discharged or suspended employee;
- b) the time shall be devoted to the prompt handling of necessary Union business;
- c) the Officials concerned shall obtain the permission of the Secretary of the Board or designate and notify his or her immediate supervisor, which shall be deemed to be a Principal or designate in the schools. The permission of the Secretary of the Board or designate shall not be unreasonably withheld;
- d) upon return from the Union business, the Official shall again notify the immediate supervisor;
- e) the Union shall have the right to have the assistance of representative(s) of the Canadian Union of Public Employees in Step 2 or thereafter in Grievance Procedure, or negotiating with the Employer.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 a) Complaint Stage is Mandatory Prior to Grievance

It is the mutual desire of the Parties that complaints of employees be adjusted as promptly as possible. It is understood that an employee does not have a complaint unless it is brought to the attention of the Principal or immediate supervisor officially within ten (10) working days of the event or time at which the employee became or should have become aware of the event which led up to the complaint. The Principal or immediate supervisor will reply to the complaint within two (2) working days. It is understood that an employee does not have a grievance until a complaint which has been discussed between the employee and Principal or immediate supervisor has been denied.

b) Employees May Request Steward

The employee may, if requested, be accompanied by the immediate steward, providing the request for the steward's presence is brought to the Principal or immediate supervisor one (1) working day prior to a requested meeting at which a complaint is to be introduced.

9.02 Step 1 of the Grievance Procedure

Failing satisfaction by the Employee with the verbal decision of the Principal or immediate supervisor in the Complaint Stage set out in Article 9.01 (a) above, then within five (5) working days of the reply of the Principal or immediate supervisor, but not thereafter, the employee may then submit the grievance in writing, specifying the Article or Articles allegedly violated, stating the remedy requested, and signing it, to the Superintendent of Human Resources. The Employee may be accompanied by the immediate steward if so requested. A meeting shall be held between the griever and the steward on the one hand and the immediate supervisor and the Superintendent of Human Resources, on the other, within five (5) working days of the submission of the written grievance. The Superintendent of Human Resources shall reply in writing within five (5) working days of the meeting.

Step 2 of the Grievance Procedure

Failing satisfaction by the Grievance Committee with the written decision of the Superintendent of Human Resources in Step 1 above, the grievance may be submitted to the Director of Education by the Grievance Committee at a meeting requested for that purpose in writing within five (5) working days of receipt of the reply of the Superintendent of Human Resources in Step 1, but not thereafter. The Director of Education shall reply in writing within five (5) working days of the meeting. Such reply shall be by registered mail to the Chairperson of the Grievance Committee.

Step 3 of the Grievance Procedure

- (a) Failing satisfaction by the Grievance Committee with the written decision of the Director of Education in Step 2 above, the Grievance may then be referred to Arbitration as set out in this Step 3, provided mandatorily that the decision to take such action is communicated to and received by the employer within thirty (30) calendar days of the receipt of the reply of the Director of Education in Step 2 above, but not thereafter.
- b) within five (5) working days after the notification by the Union, each Party will appoint a nominee to an Arbitration Board and will promptly advise the other Party of their selection;
- c) the two nominees will then attempt to agree upon a Chairperson, and if they cannot agree within a further fifteen (15) working days, then a Chairperson shall be appointed by the Minister of Labour at the request of either Party;
- d) each of the Parties shall bear the expenses of the nominee appointed by it, and the Parties shall jointly and equally bear the expense and remuneration of the Chairperson;
- e) this Collective Agreement may only be altered, modified or amended by the Parties to it, and no arbitrator or Arbitration Board shall have the right to alter, modify, amend, add to or delete from any part of this Agreement or make any decision inconsistent with the provisions thereof;
- f) the proceedings of the Parties in their involvement in an Arbitration Board shall be expedited wherever possible, and the decision of a majority of the Arbitration Board, or in the absence of a majority the decision of the Chairperson, shall be final and binding.

9.03 Witness and Grievers

During Grievance and Arbitration Procedure, either Party may have the assistance of an employee(s) concerned or necessary witnesses, it being understood that where, in the opinion of the Employer, a temporary dislocation of staff appearing at such Grievance or Arbitrations may be cause for the scheduling of grievances during non-scheduled hours or a request of an Arbitration Board for such scheduling.

9.04 Definition of "Working Day"

Within this Article 9 Grievance and Arbitration Procedure, and in Article 10 Discharge and Discipline Cases, a "working day" shall be defined as a day other than Saturday, Sunday or Recognized Holiday.

9.05 Time Limits are Mandatory

The time limits relative to Grievance and Arbitration Procedure under Article 9 and 10 are mandatory and not simply directory, unless otherwise agreed to in writing between the Parties. It is agreed between the Parties that failure to process a complaint or grievance or arbitration with the time limits set out will be an absolute bar to proceeding further. In such cases the grievance will be forfeited and deemed to be abandoned.

9.06 Definition of "Grievance"

Within the terms of this Agreement, a grievance shall be defined as a difference of opinion between the Parties as to the interpretation, application, administration or alleged violation of this Agreement. A difference of opinion on a matter not covered under this Collective Agreement shall not be eligible for the Grievance and Arbitration Procedure as set out in this Agreement.

9.07 Policy Grievances

Where a dispute involving a question of general application of this Agreement to all Employees or a major fraction thereof, the complaint stage in Article 9.01 shall be by-passed and the grievance shall begin at Step 1.

An Employer grievance shall be lodged with the Secretary of the Union who shall convene a meeting of the Local Union Grievance Committee with the Superintendent of Human Resources and other officials to hear the grievance, following which the Secretary shall reply on behalf of the Union as set out in Step 2, and failing a satisfactory settlement, the grievance may continue to the Arbitration Procedure set out in Step 4.

The policy grievance shall not be considered valid unless it is lodged with the other party within fifteen (15) working days of when the complainant became or should reasonably have become aware of the incident giving rise to the complaint.

ARTICLE 10 - DISCHARGE AND DISCIPLINE CASES

10.01 Notification of Discharge or Discipline

The Employer shall notify an Employee who has been discharged or disciplined in writing with a copy to the Secretary of the Union.

10.02 Discipline and Discharge Grievances

A claim of unjust discharge or discipline by a seniority employee shall be treated as a grievance, providing such grievance is lodged by such employee, that such grievance commences at Step 2 of Article 9 Grievance and Arbitration Procedure, and that the lodging of such grievances with the Superintendent of Human Resources be carried out within five (5) working days after the discipline or discharge or within five (5) working days after the Union has been notified by registered mail, whichever is the later.

ARTICLE 11 - NO STRIKES OR LOCKOUTS

11.01 In accordance with the Labour Relations Act, there shall be no strike or lockout during the life of this Agreement. Should a strike or lockout occur during the life of this Agreement, the Union officers shall take positive action to persuade the Employees to return to work in accordance with their responsibilities and duties as officers of the Union.

11.02 Continuation of Benefits During Work Stoppages

In the event of a legal work stoppage, the Employer agrees to maintain all insurance and benefits including pension contributions and credits, on behalf of all Employees. The Union agrees to reimburse the Employer for the premiums during this period.

ARTICLE 12 - SENIORITY

Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit wide basis.

12.01 Probationary Employees - Attaining Seniority - Ineligibility for Certain Grievances.

- a) A newly hired Employee shall be on probation for three (3) months, of which two (2) months must be scheduled during the regular school term. During such probation such Employee will not be credited with seniority nor be entitled to the use of seniority, or sick leave or the Employer contribution to the Benefit Plans.
- b) Upon successfully completing the Probationary Period as set out in subsection a), immediately a probationary Employee shall become a seniority Employee and shall be included on the seniority list and will receive sick leave credits and become eligible to be enrolled in the benefit plans with the exception of OMERS whereby they will be enrolled when eligible.

- c) The employment of a Probationary Employee may be terminated at any time during the Probationary Period without recourse to the Grievance and Arbitration Procedure. The decision to transfer, demote, suspend, lay off or otherwise treat such Employee shall not be grievable or arbitrable under the terms of this Agreement.
- d) Effective September 1, 1994 temporary Employees, who subsequently become permanent employees, shall have such service counted for the purposes of seniority and vacation entitlement. Employees who have worked as temporary employees shall have such time added to the original date of employment by accumulating the time so spent during the twelve (12) month period prior to the date of permanent employment. If such temporary employment is continuous, the date of employment shall include such continuous time, even though such time may be more than twelve (12) months prior to the date of permanent employment.

12.02 a) **Seniority List**

It is recognized and agreed between the Parties that Employees coming within the scope of this Agreement should have a common seniority list.

- b) The Board will provide a seniority list to the Union as of April 30th. The seniority list shall include the last date of hire for each employee. Upon written request, further seniority information shall be supplied to the Local Union Secretary. The seniority list will be posted on all designated bulletin boards. Within one month of the posting the Union and the Board will meet to approve the seniority list.
- c) The seniority of Part-time employees [those scheduled to work not more than twenty-four (24) hours per week] shall be entered on the seniority list with a notation as to the relationship their regular hours bear to a full work week. When the determination of an Employee's seniority is required in competition with any other employee, a calculation of "true seniority" shall be made from the pro-rata ratio of the hours regularly scheduled for such Employee, and "true seniority" shall be the date used.

Full time and part time employee's seniority will be calculated into hours worked. Percentage pay in lieu of vacation will be treated as time worked.

CLARIFICATION: the list will have a column listing hours and a column listing years.

12.03 **Loss of Seniority**

- a) Seniority and all other rights shall cease and employment shall be terminated for any of the following reasons:
 - i) after twenty-four (24) consecutive months of lay-offs;
 - ii) if the Employee resigns;
 - iii) if the Employee is discharged, and the discharge is not reversed through the Grievance or Arbitration Procedure;
 - iv) if the Employee has been absent without leave without a justifiable reason;
 - v) if the Employee is on lay-off and fails to return to work or to indicate his/her acceptance of the position offered within five (5) days of being notified of recall to work, notification of recall to work shall be by registered mail to the last known address of the Employee which has been filed with the Employer by the Employee.
 - vi) if an Employee overstays a written leave of absence which has not been extended by the Employer prior to the conclusion of the original leave of absence;
 - vii) if an Employee retires.
- b) Continuation of Seniority Rights
 Seniority shall not be broken during an illness or accident for which the Employee is receiving sick leave pay or Workers' Compensation pay. Seniority shall not be broken for funded leaves, leaves of absence of six (6) months or less duration or for leaves of absence to run for or serve in public office or full-time Union employment[20.04 a)].

- c) "Banking" of Seniority
For leaves of absence due to illness or accident for which the Employee has no further entitlement to sick leave or Workers' Compensation, and which exceeds at least two (2) months of such unpaid absence, an Employee will cease to accumulate further seniority after one (1) calendar month from the date upon which the Employee is determined to be ineligible for sick leave or the Employee has exhausted sick leave credits, or the Employee is determined to be ineligible for the payment of Workers' Compensation pay in lieu of salary. At such time, the Employee's seniority shall be credited until such time as the Employee returns to active employment recognized as coming within this Agreement. At such time the previously banked seniority shall be credited, and a new seniority date established bearing in mind the non-credited seniority period.

ARTICLE 13 - HIRING AND TRANSFERS

13.01 Definition of a Job Vacancy

A job vacancy shall be defined as one brought about by the resignation or transfer or discharge of an employee from a position which the Employer determines to fill or from a newly created position coming within the scope of this Agreement. All vacancies for classifications #2, #3 and #4 will be posted. For classification #1 only the first and second vacancy which results from filling an original vacancy on a job posting will be posted. When a new classification is created, the Employer shall send written notice to the Union at the same time as the position is posted under Article 13.03. It is understood that the complement of staff in total, or in any school, department, classification or section is at the sole discretion of the Employer notwithstanding this Article 13.01 and other sections of this Agreement.

13.02 Requirements for Selection

In filling vacancies or upon lay-off or promotion or recall from lay-off, the Employer shall first consider the candidates' qualifications to meet the requirements of the position as to knowledge, training, and experience described in the posting, and will then consider the following factors:

- a) efficiency and ability to perform the normal requirements of the position as of the time of making a selection of a successful candidate;
- b) assuming the requirements of knowledge, training and experience set out in the first paragraph of this Article 13.02 are equal between competing candidates, then seniority in this Bargaining Unit and general service in this and similar types of work shall be considered. Where, in the judgement of the Employer, all factors other than seniority are relatively equal, then seniority shall be the deciding factor.

13.03 Job Posting

Job vacancies shall be dealt with in the following manner:

- a) vacancies shall be posted from 9:00 a.m. of Day 1 of the posting period to 11:00 a.m. of Day 4 of the posting period;
- b) the posting shall show the specific job title, the location, the number of hours of work, and the requirements and salary for the position, and, where applicable, any deviation from normal requirements;
- c) an application for a posted position shall detail the requirements and other factors set out in Article 13.02 as they concern the applicant, and such application shall be signed and forwarded to the Superintendent of Human Resources or designate no later than Day 5 of the posting. When the posted position has been filled, the Employer shall post the name of the successful candidate. An unsuccessful candidate may discuss the reason for rejection with the Superintendent of Human Resources or designate upon request;

- d) vacancies shall be posted within ten (10) working days when practical, unless the Employer determines to postpone the filling of the vacancy or not to fill it, in which case the Employer shall notify the Union in writing;
- e) if the Employer determines to postpone filling or not to fill a vacancy which has already been posted, the Union shall be notified in writing.

13.04 Transfers Out of and Return to This Bargaining Unit

An Employee transferred out of this bargaining unit shall cease to accumulate seniority, but shall bank previously accumulated seniority. Such banked seniority shall be reserved for a period of one (1) year, after which it shall be declared forfeit and the Employee transferred out of this bargaining unit shall have no further claim upon it; but if the transferred out employee is returned to this bargaining unit before the conclusion of the aforementioned one (1) year period, then such Employee shall be entitled to a credit of all seniority earned to the time of transfer out of the bargaining unit with no interim credit for the time spent out of the bargaining unit.

13.05 Transfers

No Employee shall be transferred out of this bargaining unit inconsistent with seniority except by consent.

13.06 Job Security

No Employee having four (4) years or more of seniority as of the signing of this Agreement shall be laid off as the direct result of the contracting out of the work normally performed by such Employee.

13.07 Lay-off and Recall

A layoff shall be defined as a reduction in an employee's hours of work, and/or a reduction in the work force and/or a redundancy. Ten month employees who are laid off during July and August will not be eligible to bump 12 month employees during July and August. Employees employed on a ten month basis, September to June, who have an interruption of employment during July and August will be provided with a separation slip from the employer which will specify an expected return date.

Recall shall be to a permanent position within the bargaining unit.

- a) In the event of layoffs occurring in the office and clerical classifications, senior employees may displace junior employees in an equal or lower classification, in accordance with seniority. In the application of this provision, the Board will consider the qualifications and the ability of the employee to perform the normal requirements of the job satisfactorily.
- b) In the event of layoffs of Educational Assistants occurring during the school year due to the discontinuance of any job, qualified employees may displace the junior Educational Assistant, with equal hours (in either classification), in the same family of schools or within the Board, (as the employee chooses) in accordance with seniority. This displaced Educational Assistant may displace the junior Educational Assistant regardless of number of hours of work. In the application of this provision, the Board will consider the qualifications and the ability of the employee to perform the normal requirements of the job satisfactorily.

Rather than disrupting the program, the Board may decide not to place the senior employee until a natural school break. In this case the board will temporarily reassign the employee to perform duties within the same family of schools with no loss of benefit or wages, until the placement occurs.

An employee may notify the Board prior to June 1st in writing of their intent to vacate their current position and participate in the posting process. These employees have the right to be recalled but not the right to bump.

- c) Ten (10) days prior to the school Summer break the Board will post any positions that are vacant or known to be vacant as of the commencement of school in September to allow all employees the opportunity of applying for the vacancies.

- d) During the months of July and August, the promotions and staff changes process for Educational Assistants described above will be altered as follows:
- i) Ten (10) month employees who are laid off July and August will return to the positions they occupied at the end of the school year if these positions continue in September.
 - ii) Vacant or new positions will not be posted from July 1st until August 15th. On August 15th, a mini posting for all remaining employees on lay-off will take place.
 - iii) Remaining employees still on lay-off will be recalled into available positions in order of their seniority. In the application of this provision, the Board will consider the qualifications and the ability of the employee to perform the normal requirements of the job satisfactorily.
 - iv) Should an employee be offered a vacancy and should they decline such offer(s) they will have been deemed to have forfeited their right to displace another employee and will remain on lay-off status.
 - v) Should a ten (10) month employee not be offered a vacancy during July and August, it is agreed that qualified employees may displace the junior Educational Assistant in either classification with equal hours in accordance with seniority. This displaced Educational Assistant may displace the junior Educational Assistant regardless of hours. In the application of this provision, the Board will consider the qualifications and ability of the employee to perform the normal requirements of the job satisfactorily.
- e) Casual positions during lay-off.
Casual positions that become available while employees are on lay-off will be offered to laid off employees in order of seniority.
- The laid off employee who was a permanent employee prior to lay-off will accumulate seniority while working as a casual employee and will receive the rate of pay of the position as listed in Schedule A of the Collective Agreement.
- f) Benefits while on lay-off
Those employees who are laid off during the months of July and August and have an expected date of return in September shall be provided with continued benefit coverage as described in article 19.01.
- Those employees who do not have an expected date of return prior to September 30th may continue benefit coverage as described in article 19.01 at the employee's own expense for a period of time allowed for by the insurance carrier to a maximum of two (2) years.
- g) Loss of seniority.
Seniority and all other rights shall cease and employment shall be considered terminated after twenty-four (24) consecutive months of lay-off.

13.08 Cancellation of Recall Rights

Recall rights shall be terminated on the cancellation of seniority as provided for in Article 12.03.

13.09 Notification of Change of Address

It shall be the duty of the Employee to notify the Board promptly of any change of address. If an Employee should fail to do so, the Board will not be responsible for failure of official notices to reach the Employee.

ARTICLE 14 - HOURS OF WORK

14.01 Normal Full-Time Hours

The normal work week for Full-time "A" employees who work thirty-five (35) hours will consist of five (5) days of seven (7) hours each. The normal work week for Full-Time "A" employees who work thirty (30) hours will consist of five (5) days of six (6) hours each. Full-time "B" employees shall work whatever hours assigned, consisting of more than twenty-four (24) hours per week, but less than

thirty (30). It is understood that the setting out of normal full-time hours herein is not to be worked per day or per week, nor a guarantee of any minimum number of hours of work per day or per week to be assigned.

The normal year for full-time Educational Assistants, and those part-time Educational Assistants who work five (5) half (1/2) days per week, will be one hundred and ninety (190) days.

The Employer will make every attempt to extend the summer lay-off period by those days not worked.

ARTICLE 15 - BREAK PERIODS AND LUNCH PERIODS

15.01 Break Periods in a Full-Time Day

- a) All full time employees shall be entitled to a paid fifteen (15) minute uninterrupted break period at approximately the midpoint of each half shift.
- b) All part time employees working a shift of three (3) hours or more are permitted a paid fifteen (15) minute uninterrupted break at approximately the midpoint of the shift.

15.02 Lunch Periods in a Full-Time Day

An unpaid lunch period of a minimum of one (1) hour, or as otherwise mutually agreed between the Employee and the immediate supervisor, will be allowed in a normal, full, seven (7) hour day or six (6) hour day.

ARTICLE 16 - OVERTIME

16.01 Definition of Overtime

All time worked beyond the normal seven (7) hours per day or thirty-five (35) hours per week (and for thirty (30) hour educational assistants, six (6) hours per day or thirty (30) hours per week) shall be considered overtime and shall be paid at overtime rates.

16.02 Authorization

Overtime must be authorized by the Principal (or delegate) in the case of the schools, or by the Superintendent of Human Resources or designate in the case of the Administration Office.

16.03 Reimbursement for Overtime Worked

Overtime shall be Paid for hours worked over and above the regularly scheduled normal daily or weekly hours at the rate of one and one-half (1 1/2) times the regular rate of pay.

16.04 Choice of Lieu Time Off

An Employee may have the choice of receiving overtime as per Article 16.03, or time off with no **loss** of pay equivalent to the number of additional hours worked at time and one-half over the regularly scheduled hours per day or per week. Such lieu time off shall be scheduled by mutual agreement.

16.05 Sharing of Overtime

The Employer **shall** endeavour to keep overtime to a minimum, but where it becomes necessary, such overtime will be distributed as equitably as possible among those Employees in the same location who are usually engaged in the work involved.

ARTICLE 17 - RECOGNIZED HOLIDAYS

17.01 a) List of Recognized Holidays for Full-time "A" Employees

The Employer recognizes the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day

- * Easter Monday
- Victoria Day
- Canada Day
- August Civic Holiday
- Christmas Day
- Boxing Day
- ** Float Holiday

* Easter Monday will be observed on the same date as a school holiday is declared.

** Requests for the "Float Holiday" may be approved by the Superintendent of Human Resources or designate and may be limited to one Employee per location. Such request shall be received seven (7) calendar days in advance.

In addition to the above listed holidays, Heritage Day will be granted when it has been legislated a statutory holiday.

- b) Overtime for Work on a Holiday
An Employee who is required to work on any of the above holidays will receive time and one-half (1 1/2) for all such hours worked in addition to the pay for the holiday.
- c) Holiday During Vacation
An Employee shall receive an additional day of paid vacation when a Recognized Holiday falls on a day of scheduled vacation.
- d) Qualifying for Payment of a Holiday
To qualify for payment of Recognized Holidays, an Employee must work the last scheduled working day preceding the holiday and the first scheduled working day succeeding the Holiday, unless on authorized, paid leave of absence.

17.02 Full Time "B" Employees
Employees regularly scheduled to work less than thirty (30) hours per week, but more than twenty-four (24) hours, shall be subject to the following limitations in the terms of this Agreement:

- a) a day, for the purpose of Article 17.01 shall be that proportion of seven (7) hours which the regularly scheduled weekly hours of such Employee bear to thirty-five (35).

17.03 Recognized Holidays for Part-Time Employees
Part-time Employees shall receive all of the Recognized Holidays listed in Article 17.01 (a) with the exception of the August Civic Holiday.

ARTICLE 18 - VACATIONS

18.01 a) Schedule of Vacation Entitlement- Full-time "A" and Full-Time "B"
Employees shall be entitled to the following vacations based upon full-time, active, continuous service as of July 1st of each year:

Service as of July 1st	vacation With Pay Entitlement
Less than one (1) year	one (1) day of vacation for each full month of employment with a maximum of two (2) weeks with pay, or four percent (4%) of all monies earned from July 1st of the previous year
One (1) year but less than three (3) years	two (2) weeks
Three (3) years but less than ten (10) years	three (3) weeks
Ten (10) years but less than eighteen (18) years	four (4) weeks

Eighteen years and over five (5) weeks

- b) Employees Designating Vacation Requested
A vacation schedule for each school and the Administration Office will be circulated during April of each year. Vacations will be taken during the non-school periods.

For twelve (12) month employees however, vacation requests may be made for a period of time during the school year. Approval of such requests shall be at the sole discretion of the Superintendent of Human Resources.

Employees will designate the vacation period they request prior to May 15, and when there is a request for the same period from more than one Employee, the schedule shall be set by the immediate supervisor on the basis of the Employee with the most seniority.

- c) Setting of Schedule
The vacation schedule shall be set by May 31, after which the Department Manager or Principal or the Employee shall not alter the vacation schedule as set except by mutual agreement.
- d) Current Vacations
Vacations shall be taken before the end of the calendar year.

- 18.02 Vacation Entitlement - Part-time Employees
Part-time Employees shall be entitled to vacations with pro rata pay as listed above. Pro rata shall mean the relationship which the regularly scheduled hours per year bear to 1820.

ARTICLE 19 - BENEFIT PLANS

- 19.01 a) The Employer shall contribute one hundred percent (100%) of the premiums for the following benefit plans for properly enrolled Employees for active continuous service with the Employer.
O.H.I.P.
Extended Health Plan - includes vision care to maximum of \$200.00 every two years - no deductible
Blue Cross Dental - #9 or equivalent with the addition of Rider #2 and Rider 4 to a maximum of \$1,500 with 50% reimbursement
Semi Private
Group Life Insurance - The Board shall pay 100% of the first \$20,000.00 of Group Life Insurance.

- b) Long Term Disability
Employees hired after January 1, 1990 working more than fifteen (15) hours per week, are required, as a condition of employment, to participate in the Long Term Disability Plan. Employees will contribute one hundred percent (100%) of premium costs of the Long Term Disability Plan.

- c) For an employee who dies in service of the Board, subject to approval of the insurance carrier, the premiums for extended health and dental benefits for that employee will continue to be paid by the Board for a period of three (3) months beyond the month of death of the employee.

- 19.02 a) Coverage While Off Work Due to Leave of Absence
An eligible Employee who is on authorized, unpaid leave of absence for a maximum of one (1) year shall be covered under the Plans set out in Article 19.01, and the Employer's contributions shall be made for the month in which the leave of absence commences. In the month following the month in which the leave commenced, the Employee, as a prerequisite condition, for the granting of such leave, shall pay the total costs of the total premiums of the Plan in which enrolled directly, to the Employer, in advance of the premiums falling due.

- b) Coverage While Off Work Due to Paid Illness, Paid Accident or W.C.B. Claim
An eligible Employee who is off work due to an illness or accident for which the Employee is receiving sick leave or Worker's Compensation shall continue to be enrolled in the Plans in Article 19.01 in which previously enrolled, as long as such Employee is in receipt of sick leave or Worker's Compensation payments in lieu of salary. Such an Employee who subsequently runs out of sick leave, or who is no longer eligible to receive Worker's Compensation shall then be considered to be on unpaid leave of absence and will fall under the provisions of Article 19.02 a) above.

19.03 Full-time "B" Employees
Employees regularly scheduled to work less than thirty (30) hours per week, but more than twenty-four (24) hours, shall be subject to the following limitations in the terms of this Agreement:

- a) the contribution of the Employer set out in Article 19.01 shall be limited to that portion of the contribution for full-time Employees that the regularly scheduled weekly hours bear to thirty-five (35) hours.

Part-time Employees - 24 hours or less
Employees regularly scheduled to work 24 hours or less shall be limited to O.H.I.P., Extended Health, Blue Cross Dental #9 (or equivalent), semi-private and Group Life Insurance coverage to that portion of the contribution and coverage for full-time Employees that regularly scheduled weekly hours bear to thirty-five (35) hours.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 Leaves for Personal Reasons
The Employer may grant leave of absence without pay to employees for personal reasons. Requests for such leave shall be in writing and shall be submitted no later than two (2) weeks before the commencement of the leave except in cases of emergency when reasons for the request for such leave shall be submitted verbally to the Employer followed by written request as soon as possible. The decision to grant or deny such leave is solely the prerogative of the Employer. Seniority will not accrue while an employee is on this leave but seniority earned prior to such leave of absence will be retained.

20.02 Leave for Union Functions
a) Employees selected by the Union to participate in Union conventions or conferences shall be granted leave of absence without pay, subject to the Employer being given notice of the selection of the delegate at least fourteen (14) calendar days prior to the commencement of the requested leave, and subject to a maximum of four (4) employees requesting such leave at any one time, and subject to the total leave-days used by such Employees within an Agreement year being a maximum of twenty-five (25), and subject to not more than one (1) Employee being granted such leave from any one (1) school or from the Administration Office at any one time.
b) In addition to the Union Leave in Article 20.02 a), at the sole discretion of the Board, the President of the Local and/or designate shall be granted a leave of absence of up to two (2) days per month without loss of seniority. The Board shall invoice the Local for such leave and shall not interrupt the Employee's regular payment of wages.

20.03 Attendance at Services and Funerals
The Union President, or designate, shall be permitted a leave of absence without pay and without loss of seniority, for the purpose of attending the funeral of an Employee who came within the scope of this Agreement, subject to the request for such leave being received by the Superintendent of Human Resources at least one (1) working day prior to the start of such leave.

- 20.04 a) Leave for Full-time Union Employment
 An Employee who is elected for full-time work permanently or on a temporary basis with a Labour organization to which the Union is affiliated shall be granted a leave of absence without pay and benefits and without **loss** of seniority. The maximum length of such leave shall be twelve (12) months. If such Employee returns to this bargaining unit no later than twelve (12) months from the commencement of such leave, then such Employee shall be reinstated in the former position at the previously attained wage level. An Employee who fails to return within twelve (12) months shall be terminated. Subject to the Carrier's approval the Employee will remain enrolled in the Board's Benefit Plan, Article 19.00, and the Union will reimburse the Board for the full premium paid.
- b) Leave for Elected Public Office
 An Employee elected to public, full-time office will be granted a leave of absence without pay, but with no **loss** of seniority, including the accumulation of further seniority credits while on such leave, and the leave of absence will expire one (1) calendar month following the date of leaving such elected position. Such leave shall be renewed automatically during each subsequent election to office on the same terms.
- 20.05 Maternity, Parental and Adoption Leave
 An Employee who will have at least thirteen (13) weeks service before the expected birth date or the date that the child comes into the care of the parent shall be granted leave in accordance with the Employment Standards Act and such leave may be extended to a maximum of one (1) year. The Employee must provide the Employer with two (2) weeks written notice, under normal circumstances, of the date the leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date. In the case of adoption, an Employee planning to adopt a child will notify the Employer and keep the Employer informed of the progress of his/her application. Employees shall accrue seniority and service during such leave. The Employer agrees to continue the Employee's share of benefit contributions during the statutory leave unless the Employee gives the Employer written notice that the Employee does not intend to pay their share of the contributions. Should the Employee wish to continue benefit coverage past the statutory leave period they may do so at their own expense. It is the obligation of the Employee to notify the Employer in writing of their desire to continue such benefits.
- 20.06 Writing Examinations- Attending Own Graduation Leave
 Leave of absence without **loss** of pay and seniority and without deduction of sick leave credits shall be granted to all Employees for the purpose of writing University, College, or any other educational examination and for the purpose of attending the Employee's own graduation. It is understood that one (1) day shall be granted for the work day during which exams are written.
- 20.07 Quarantine Leave
 Leave of absence without **loss** of salary and without deduction of sick leave credits shall be granted to an Employee when under quarantine or other order of the Medical Health Officer.
- 20.08 Medical Visitations
 In the event that an Employee, his/her spouse or children may require the attention of a medical specialist, a written request for Leave of Absence for a limit of one (1) day without **loss** of pay but with a deduction of Sick Leave may be granted by the Director, or delegate. In an emergency situation, a request may be made by telephone, with written confirmation as soon as possible.
- 20.09 Funded Leave Plan - attached.

ARTICLE 21 - SICK LEAVE

- 21.01 Monthly Sick Leave Credit and Maximum Accumulation
 Employees shall be credited with two (2) days of sick leave for each month of active, continuous, full-time service after the successful completion of their probationary period unless previously

credited with some other accumulation. The unused sick leave may accumulate to two hundred and thirty (230) days. An employee whose sick leave accumulation is less than 75 days is not permitted to use more than eight (8) days per year for purposes other than illness.

- 21.02 Medical Certificate Requirement
Absence due to illness or accident is to be certified by a medical doctor if requested by the Director of Education.
- 21.03 Annual Accounting
The Employer will give each Employee an annual accounting of sick leave standing as of June 30 of each year.
- 21.04 Gratuity Upon Termination
An Employee who retires from service with the Board at normal retirement age of sixty-five (65) years will be entitled to receive one-half (1/2) of the accumulated sick leave. -An Employee who terminates employment at age sixty (60) or thereafter will be entitled to gratuity benefits as per this Article 21.04 provided such Employee has completed ten (10) years of continuous service with this Board. Maximum sick leave accumulation allowed for gratuity purposes will be two hundred (200) days, based upon the Employee's daily rate of pay.
- 21.05 Predecessor Boards
For the purpose of this Article 21, sick leave credit accumulated under a predecessor Board of the Haldimand Board of Education will form a part of the accumulated sick leave credits.
- 21.06 Full-time "B" Employees
Employees regularly scheduled to work less than thirty-five (35) hours per week, but more than twenty-four (24) hours, shall be subject to the following limitations in the terms of this Agreement:
- a) a day, for the purposes of Article 21, shall be that proportion of seven (7) hours which the regularly scheduled weekly hours of such Employee bear to thirty-five (35).
- 21.07 Death While In Service
The balance remaining in the accumulated sick leave of an employee who dies while in the service of the Board shall be paid to the estate or legally declared beneficiary to the maximum set out in Article 21.04.
- 21.08 Part-time Employees are excluded from the provisions of this Article 21. Sick Leave entitlement for these Employees is as set out in the attached Policy #92.
- 21.09 Serious Illness of Immediate Family, Death or Serious Illness of Friend
In the case of a serious illness in the immediate family, or the death or serious illness of a close friend, a reasonable time may be granted subject to the discretion of the Director of Education. Such leave will be without loss of salary but with deduction of sick leave credits.

ARTICLE 22 - BEREAVEMENT LEAVE

- 22.01 Definition of "Immediate Family" and Amount of Leave Maximum
In the case of the death of a member of the immediate family of an Employee, the Employee shall be entitled to leave of absence with no loss of pay to a maximum of three (3) working days with no deduction from sick leave. Immediate family shall be defined as: parent, brother, sister, spouse, child, grandchild, grandparent, parent-in-law, sister or brother-in-law, daughter or son-in-law, and grandparent-in-law, Two (2) additional days may be granted under special circumstances at the discretion of the Director of Education.
- 22.02 Leave of Absence for one (1) day may be granted by the Director of Education with no loss of pay but deducted from Sick Leave Credits to attend the funeral of an Aunt, Uncle, Niece or Nephew.

22.03 Full-time "B" Employees

Employees regularly scheduled to work less than thirty-five (35) hours per week, but more than twenty-four (24) hours shall be subject to the following limitations in the terms of this Agreement:

- a) a day, for the purpose of Article 22, shall be that portion of seven (7) hours which the regularly scheduled weekly hours of such Employee shall bear to thirty-five (35) hours.

ARTICLE 23 - JURY DUTY

23.01 Conditions for Reimbursement

Employees called for Jury Duty shall absent themselves from work to such reasonable extent as shall allow them to carry out this duty. Such Employees shall be paid for standard, scheduled hours for such absence at normal rates of pay, provided such Employees pay over to the Board the Jury Duty fees excluding meal and mileage allowance.

23.02 Full-time "B" Employees

Employees regularly scheduled to work less than thirty-five (35) hours per week, but more than twenty-four (24) hours shall be subject to the following limitations in the terms of this Agreement:

- a) a day, for the purpose of Article 23, shall be that portion of seven (7) hours which the regularly scheduled weekly hours of such Employee shall bear to thirty-five (35) hours.

ARTICLE 24 - RETIREMENT

24.01 Normal Retirement

Employees shall normally retire upon reaching the age of sixty-five (65) years.

24.02 Pension Plan

All eligible Employees shall enrol in the Ontario Municipal Employees' Retirement System (O.M.E.R.S.)

- 24.03 An employee who is 55 years of age or older and who elects to take early retirement will be allowed to participate in the Board's benefit plans as per Article 19 for extended health care and dental plan. The employee will pay 100% of the premium cost and will prepay the premiums one year in advance by post dated cheques.

ARTICLE 25 - BULLETIN BOARDS

25.01 Bulletin Board Location

There will be a bulletin board in each school.

25.02 Permission to Post

Bulletin Boards shall be used to post seniority lists or other Employer distributed items of interest to the Employees. The Union shall have the right to use the Boards to post notices of Special Meetings of the Union or other items which the Union wishes to post. Posting on the Boards shall be done by the Employees in the school and not by a Union official taking notices from school to school.

ARTICLE 26 - WAGE SCHEDULE

26.01 Schedule "A" and Frequency of Pay Dates

Wages shall be paid, as per the present system, in accordance with Schedule "A" which is attached hereto and which forms part of this Agreement. Wages shall be paid every second week,

26.02 Wages for Less than Full-Time Work

An Employee who works less than full-time shall receive a wage calculated according to the number of hours worked within a pay period.



26.03 Wanes Upon Temporary Transfer Down

An Employee who is transferred temporarily to a lower classification shall continue to receive the regular rate while temporarily transferred.

26.04 Wanes Upon Temporary Transfer to a Higher Classification

An Employee who is transferred temporarily to a higher classification shall receive the next highest rate of pay over and above previous rate classification after a period of three (3) days and remuneration shall then be from the start to the end of the transfer. It is understood that this applies only to those transfers whereby the immediate supervisor designates the transferee to undertake the absent person's entire responsibility.

26.05 Job Classification

When the duties in any classification are changed or substantially increased (other than temporarily), or where the Union or an employee feels he/she is incorrectly classified, or when any position not covered by Schedule "A" is established during the term of this Agreement, the position shall be subject to being rated by the Joint Job Evaluation/Pay Equity Committee. If the position is found to be rated higher any additional compensation will be from the date of the first written request/complaint.

ARTICLE 27 - LEGISLATIVE REQUIREMENT

When any provision of this Agreement is deemed to be contrary to law, this Agreement shall not be deemed to be abrogated but shall be amended to conform to the law.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 Term of Agreement

This Agreement shall remain in full force and effect until the thirtieth day of June 1997 and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing not more than four (4) months and not less than one (1) month prior to the date of its termination that it desires to terminate or amend this Agreement.

28.02 The Parties Shall Meet

In the event of notice being given, negotiations with a view to arranging a new or revised Agreement shall begin within fifteen (15) working days.

SCHEDULE "A"
HOURLY RATES OF PAY

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
<u>Classification#1</u> Assistant Secretary (E & S) Administration Office Secretary (ESB) Copy Room Operator (ESB)	\$13.16	\$13.63	\$14.11
<u>Classification#2</u> General Office Secondary (S) Student Services Secretary (S) Education Services Secretary (ESB) Library Secretary (S) Maintenance Office Secretary Supply Dispatcher	\$13.32	\$13.79	\$14.28
<u>Classification#3</u> Elementary - In Charge Film Library Technician Educational Assistant - Reg Purchasing Clerk Accounts Clerk Payroll Clerk Senior Payroll Clerk	\$14.13	\$14.63	\$15.15
<u>Classification#4</u> Educational Assistant - DD Head Secretary - Secondary	\$15.53	\$16.07	\$16.64

SCHEDULE "A"
HOURLY RATES OF PAY

EFFECTIVE JANUARY 1, 1996

	<u>Probationary Rate</u>	<u>Wane Rate</u>
<u>Classification#1</u>	\$13.16	\$14.11
Assistant Secretary (E & S)		
Administration Office Secretary (ESB)		
Copy Room Operator (ESB)		
<u>Classification#2</u>	\$13.32	\$14.28
General Office Secondary (S)		
Student Services Secretary (S)		
Education Services Secretary (ESB)		
Library Secretary - (S)		
Maintenance Office Secretary		
Supply Dispatcher		
<u>Classification#3</u>	\$14.13	\$15.15
Elementary - In Charge		
Film Library Technician		
Educational Assistant - Reg		
Purchasing Clerk		
Accounts Clerk		
Payroll Clerk		
Senior Payroll Clerk		
<u>Classification#4</u>	\$15.53	\$16.64
Educational Assistant - DD		
Head Secretary - Secondary		

The Haldimand Board of Education
and
Canadian Union of Public Employees, Local 1752

FILLING TEMPORARY NON-TEACHING VACANCIES

1. A temporary vacancy of less than six (6) months duration shall be filled by hiring a casual when a replacement is required, except that within a school or department where the vacancy occurs the Principal or Supervisor may elect to make one or a series of acting appointments from among qualified staff within the school or department. The last person receiving an active appointment will be replaced by a casual appointment.
2. A temporary vacancy of six (6) months or longer duration must be posted within the bargaining unit. Only the vacancy created by the initial leave request may be posted.
3. If a temporary vacancy is posted within the system the selection criteria shall be the same as that established by the relevant collective agreement and the position requirements.
4. A temporary vacancy which is posted shall be posted in the same manner that a permanent vacancy is posted. (The Principal or Supervisor is responsible for notifying the Personnel Department in writing of any temporary or acting appointment.)
5. When an employee is temporarily moved to a position with a higher classification than their regular position he or she shall receive the rate in accordance with Article 26.04 of the Collective Agreement. If an Employee chooses to work in a position with a lower salary range they will be paid at the rate in accordance with Article 26.03 of the Collective Agreement.
6. A temporary/casual employee is an employee hired for a specific term which is to cover the absence of a regular employee, or employees hired to provide temporary assistance above the normal complement or to work on special projects. Such employment period shall not exceed six (6) months unless agreed to by the Local Union.
7. It is agreed that a temporary/casual employee shall not accumulate seniority while in a temporary position.
8. Should a temporary/casual employee become a permanent employee, then they shall receive their seniority from the last date of hire of a continuous term just prior to permanent appointment.
9. It is understood that a temporary/casual employee shall pay Union dues in accordance with the Local Union By-Laws.
10. Wages for temporary/casual employees shall be \$9.50 per hour.
11. Temporary/casual employees shall be paid four percent (4%) of their gross earnings in lieu of vacation entitlement.
12. Any conflicts arising from this procedure shall be dealt with in accordance with Article 9 of the Collective Agreement.

IN WITNESS WHEREOF each of the Parties hereto has caused this Collective Agreement to be signed by its duly authorized representatives as of this _____ day of _____, 1995.

The Haldimand Board of Education

The Canadian Union of Public Employees
and Its Local 1752

LETTER OF INTENT - CPR AND ST. JOHN'S AMBULANCE TRAINING

October 10, 1995

Ms. Debbie Johnson
President
C.U.P.E. Local 1752

Re: Letter of Intent
The Haldimand Board of Education to C.U.P.E. 1752

Dear Ms. Johnson:

The Haldimand Board of Education hereby advises C.U.P.E. Local 1752 of the following intent:

Providing there is sufficient interest, the Board will provide C.P.R. training and St. John Standard First Aid available to all Employees falling within the scope of this Collective Agreement on a Professional Development Day.

Yours sincerely,

Dan Dunnigan
Superintendent of Human Resources

DD:js

LETTER OF INTENT C INCLEMENTWEATHER/EMERGENCY CLOSURE

October 10, 1995

Ms. Debbie Johnson
President
C.U.P.E. Local 1752

Re: Letter of Intent
The Haldimand Board of Education to C.U.P.E. 1752

Dear Ms. Johnson:

The Haldimand Board of Education hereby advises C.U.P.E. Local 1752 of the following intent:

If the Employer declares school closures due to inclement weather or other emergency, Employees coming within the scope of the Collective Agreement who are sent home or advised by the Board officially to remain at home, shall be compensated for time lost due to such action for their regular hours for any such closure between July 1, 1995 and June 30, 1997, or until such time as a new Agreement has been ratified.

Yours sincerely,

Dan Dunnigan
Superintendent of Human Resources

DD:js

LETTER OF INTENT- **1/2** DAY BEFORE CHRISTMAS AND NEW YEAR'S

October 10, 1995

Mrs. Debbie Johnson
President
C.U.P.E. Local **1752**

Re: Letter of Intent
The Haldimand Board of Education to C.U.P.E. Local **1752**

Dear Mrs. Johnson:

The Haldimand Board of Education hereby advises that the following holidays will be recognized:

One-half (**1/2**) of the Employee's regularly scheduled hours on the last working day before Christmas.

One-half (**1/2**) of the Employee's regularly scheduled hours on the last working day before New Year's.

This Letter of Intent will expire at such time as a new agreement has been ratified.

Yours sincerely,

Dan Dunnigan
Superintendent of Human Resources

DD:js

LETTER OF INTENT C POLICY 92

October 10, 1995

Mrs. Debbie Johnson
President
C.U.P.E. Local 1752

Re: Letter of Intent
The Haldimand Board of Education to C.U.P.E. Local 1752

Dear Mrs. Johnson:

The Haldimand Board of Education hereby advises C.U.P.E. Local 1752 of the following intent:

Negotiating Committee will recommend to The Haldimand Board of Education that Policy #92 be amended such that an Employee who is absent because of illness certified by a doctor for five (5) continuous week days will be reimbursed for scheduled absence.

Letter of Intent expires on June 30, 1997 or at such time as a new contract has been ratified.

Yours sincerely,

Dan Dunnigan
Superintendent of Human Resources

DD:js

LETTER OF UNDERSTANDING C FTE

October 10, 1995

Ms. Debbie Johnson
President,
C.U.P.E. Local 1752

Dear Ms. Johnson:

The Board agrees to maintain no fewer than forty-seven (47) full time equivalent educational assistants and forty-six and three quarters (46.75) full time equivalent secretarial and clerical CUPE 1752 members

This letter of understanding will expire when the parties are in a legal strike position.

Yours sincerely,

Dan Dunnigan
Superintendent of Human Resources

DD:js

ARTICLE 20.09 C.C.U.P.E. LOCAL 1752 FUNDED LEAVE PLAN

1. Purpose
The Funded Leave Plan has been developed to afford Employees the opportunity of taking a one year leave of absence, and through deferral of salary, finance the leave.
2. Qualifications
Any Employee having three years or more seniority with the Board is eligible to participate in the plan.
3. Application
 - a) An Employee must make written application to the Director before March 31st requesting permission to participate in the Plan.
 - b) Written acceptance or refusal of the Employee's request will be sent to the Employee by May 31st in the year the request is made.
 - c) Approval of individual requests to participate in the Plan shall rest solely with the Board.
4. Payment Formula and Leave of Absence
 - a) The payment of salary, fringe benefits, and the time of the one year leave shall be as follows:
 - i) In each year or semester of the Plan, preceding the year or semester of the leave, an Employee will be paid a reduced percentage of his/her proper salary and the applicable allowance. The remaining percentage of salary will be deferred and this accumulated amount plus any interest earned shall be retained in trust for the Employee by the **Board** to finance the year or semester of leave.
 - ii) The calculation of the interest under the terms of this Plan shall be at the rate in effect for the Savings Non-Chequing Account at the bank which handles the Board account.
 - b) Employee fringe benefits will be maintained by the Board during the leave of absence. The Employee will continue to receive the Board contribution for health benefits during the leave period. Any benefits tied to salary level shall be structured according to actual salary paid.
 - c) The year of leave shall be taken in the last year of the Plan.
 - d) In the year of the leave, the accumulated monies shall be paid to the Employee as mutually agreed upon by the Employee and the Board prior to the commencement of the leave.
5. Alternatives
With approval of the Board, an Employee may select a three (2+1); four (3+1); five (4+1) year Plan.
6. Terms of Reference
 - a) On return from leave, the Employee will be assigned to his/her same position, or if due to declining or changing enrolment patterns said position no longer exists, the Employee will be assigned to a similar position, in accordance with the Collective Agreement.
 - b) Sick Leave credits will not accumulate during the year spent on leave.
 - c) No one will be granted leave under this Plan who has been on leave and has not fulfilled all the requirements of their previous leave.
 - d) Employees declared redundant will be required to withdraw from the Plan.
 - e) Pension deductions are to be continued as provided by the current O.M.E.R.S. guidelines or

the Employee may elect to take a break in service.

- f)
 - i) An Employee may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board.
 - ii) In the event that a suitable replacement cannot be hired for an Employee who has been granted a leave, the Board may defer the year of the leave. In this instance an Employee may choose to remain in the Plan or he/she may withdraw and receive any monies and interest (see 4.a)(i) accumulated to the date of withdrawal.
 - iii) Should deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest [see 4.a)(ii)] until the leave of absence is granted.
- g) Should an Employee die while participating in the Plan, any monies accumulated, plus interest earned [see 4.a)(ii)] at the time of death will be paid to the Employee's estate.
- h) **All** Employees wishing to participate in the Plan shall be required to sign a standard form of agreement accepted by the Union and supplied by the Board before final approval for participation will be granted.
- i) During the period of leave the Employee shall earn seniority as per the Collective Agreement.
- j) Upon withdrawal from the Plan (6.d); (6.f), any monies accumulated, plus interest earned [see 4.a)(ii)], will be repaid to the Employee. This repayment will take the form of a lump sum adjustment made within thirty (30) days of withdrawal from the Plan. By mutual agreement of the Board and the Employee, the repayment may be made in ~~two~~ instalments on dates mutually agreed upon.

LETTER OF INTENT C TEMPORARY/CASUAL RATE AND SOCIAL CONTRACT

October 10, 1995

Ms. Debbie Johnson
President
C.U.P.E. Local 1752

The Board agrees that any savings from the temporary/casual rate of pay will be a credit to the Social Contract.

A calculation of the savings **will** be given to the Union if required.

Yours sincerely,

Dan Dunnigan
Superintendent of Human Resources

DD:js

LETTER OF INTENT C VEHICLE ALLOWANCE

October 10, 1995

Ms. Debbie Johnson
President
C.U.P.E. Local 1752

Dear Ms. Johnson:

Subject to the approval of the Superintendent of Business, an employee who is required to transport a *student/s* by the Board on a regular basis will be reimbursed the difference of the cost between normal car insurance and business insurance.

Mileage will be paid for employees who travel from school to school or who use their vehicle for Board business in accordance with the terms of the Board policy.

Yours sincerely,

Dan Dunnigan
Superintendent of Human Resources

DD:js

LETTER OF INTENT C SALARY

October 10, 1995

Ms. Debbie Johnson
President
C.U.P.E. Local 1752

Dear Ms. Johnson:

Following ratification of this Collective Agreement, any monetary adjustment given to any existing collective agreements and/or existing non-union employee group will result in a similar adjustment for CUPE Local 1752 during the term of this collective agreement. Increment movements (based on years of service and/or additional qualifications) do not constitute a monetary increase for the purposes of this letter.

Yours sincerely,

Dan Dunnigan
Superintendent of Human Resources

DD:js

LETTER OF INTENT C LAYOFF

October 10, 1995

Ms. Debbie Johnson
President
C.U.P.E. Local 1752

Dear Ms. Johnson:

The Board agrees to establish a joint committee with three (3) representatives of the Board and three (3) representatives of the Union to review the layoff language. The committee will complete the deliberations within six (6) months of ratification of the collective agreement. Upon approval of the Board and the Union membership, the recommendations will be implemented. It is agreed that the collective agreement will be amended as required to reflect any agreement or changes.

Yours sincerely,

Dan Dunnigan
Superintendent of Human Resources

DD:js

LETTER OF INTENT C JOB SHARING

October 10, 1995

Ms. Debbie Johnson
President
C.U.P.E. Local 1752

Dear Ms. Johnson:

Full time Employees wishing to job share will make application to the Superintendent of Human Resources. Benefits will be prorated. When an employee vacates a portion of the job shared position, that vacant portion of the position will be offered to the employee who was job sharing that position. If the remaining job shared employee refused the vacant portion of the position, the job will be posted as a full time position or a job shared position. A job shared position will remain a full time position.

Yours sincerely,

Dan Dunnigan
Superintendent of Human Resources

DD:js

LETTER OF INTENT C POSTINGS

October 10, 1995

Ms. Debbie Johnson
President
C.U.P.E. Local 1752

Dear Ms. Johnson:

Postings for vacancies will include the approximate start and finish time for the position. This is on the understanding that circumstances may require the start and finish time to change.

Yours sincerely,

Dan Dunnigan
Superintendent of Human Resources

DD:js