

SOURCE	O.S.S.T.A.		
EFF.	90	01	01
TERM.	90	12	31
No. OF EMPLOYEES	35		
NOMBRE D'EMPLOYÉS	D.L.		

BOARD Timiskaming - Office & Clerical

TERM Jan. 1, 1990 - Dec. 31, 1990

1st
Salary Schedule

Years of Experience

Comp. Service
Media Centre
Conf. (Psy)
Clerk/Scty

School Secretary
10 Month

0-1
1-2
2-3
3-4
4 & up

18 000
19 931
21 863
23 794
25 725

15 000
16 609
18 219
19 828
21 438

Clerk II

Clerk I
Plant Sec.

0-1
1-2
2-3
3-4
4 & up

17 000
18 475
19 950
21 425
22 900

18 920
20 815
22 710
24 605
26 500

School Office Supervisors
Large

Small

0-1
1-2
2-3
3-4
4 & up

19 865
21 968
24 070
26 173
28 275

19 470
21 559
23 648
25 736
27 825

/lk
opeiu 343
Agreements#2:TimkO&C .gri

4/1/1991

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A G R E E M E N T

BETWEEN

THE TIMISKAMING BOARD OF EDUCATION

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION,

REPRESENTING

THE OFFICE AND CLERICAL STAFF EMPLOYED

BY THE TIMISKAMING BOARD OF EDUCATION

Arrangements will be made with The Timiskaming
Office and Clerical Staff to have a copy of
this Agreement available to each member.

INDEX

SECTION 1 CONDITIONS OF WORK

	Page
Preamble.....	3
Union Security.....	3
Definitions.....	4
Recognition.....	4
Discrimination.....	5
Correspondence.....	5
Stewards.....	5
Posting of Vacant Positions.....	5
Grievance Procedures.....	6
Policy Grievances.....	7
Arbitration.....	8
Time Limits.....	9
Just Cause and Management Rights.....	9
Holidays.....	10
Hours of Work and Summer Hours.....	11
10 Month Members.....	11
Part Time Members.....	12
Bulletin Boards.....	12
General Conditions.....	13

SECTION 2 LEAVES

Accumulative Sick leave.....	13
Bereavement Leave or Serious Illness Leave..	14
Leave to Write Examinations.....	14
Graduation Leave.....	15
Compassionate Leave.....	15
special Leave.....	15
Other Leave.....	15
Federation Leave.....	15
Jury Duty.....	15
Maternity / Adoption Leave.....	16

SECTION 3 BENEFITS

Benefits - General.....	16
Group Life.....	16
Medical and Hospital Coverage.....	16
Semi-Private Hospital Care.....	16
Extended Health Care.....	17
Long Term Disability Insurance.....	17
Dental Plan.....	17
Dependant Life Insurance.....	17
Vision Care.....	17

SECTION 4 SALARY

Salary Grid.....	18
Retroactive Pay.....	18
Work Experience.....	19
Office Supervisor.....	19
Vacation with Pay.....	19
Seniority.....	20
Payment of Union Fees.....	21
Payment of Salary.....	21
Staff Changes Interpretation.....	22
Annual Increment.....	22
Overtime.....	22
Term.....	23
Future Negotiations.....	23

LETTERS OF INTENT

Strike Procedures.....	24
Pay Equity.....	24

1.00:00

PREAMBLE :

Whereas it is the desire of both parties to this Agreement:

- (a) to maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages:
- (c) to encourage efficiency in operation;
- (d) to specify within the Agreement the entitlement of those members covered by the Agreement as to the salary allowances, monetary benefits and other matters mutually agreed to, all of which constitute the entire negotiated agreement to the parties hereto.

1.00:01

AND WHEREAS is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, the parties agree as follows:

1.00:02

UNION SECURITY:

For the purpose of collective bargaining, employees covered by this Agreement shall, on their date of hire make application for membership in the Union and shall make regular dues payment commencing date of hire, including initiation fees and payment of any other Union authorized deduction via the payroll deduction method, and shall maintain such membership in good standing. New employees shall be presented with a copy of the collective agreement on commencement of employment.

1.00:03

DEFINITIONS:

- (i) "Employee" means a person employed by the Employer who is a member of the bargaining unit described by this Agreement. For the purposes of this Agreement, the following types of employees shall be recognized: full-time twelve month, full-time ten month and part-time.
- (ii) "Full-Time Twelve Month Employee" shall mean a person employed by the Employer who is a member of the bargaining unit and who works regularly 35 hours per week for twelve months of the year.
- (iii) "Full-Time Ten Month Employee" shall mean a member of the bargaining unit and who works regularly 35 hours per week for ten months of the year exclusive of July and August and who may work certain periods in July and August as authorized by the Employer.
- (iv) "Part-Time Employee" shall mean a person employed by the Employer who is a member of the bargaining unit and who works regularly 17 1/2 hours or more but less than 35 hours per week on either a twelve month or ten month basis.
- (v) "Days" means regular working days exclusive of Statutory Holidays.
- (vi) "School Year" shall mean the Board's school year calendar as approved by the Ministry.

1.00:04

RECOGNITION:

The Employer, or anyone authorized to act on its behalf, approves and recognizes Ontario Secondary School Teachers Federation and its Local as the sole collective bargaining agent for all office and clerical employees of the Timiskaming Board of Education in the District of Timiskaming save and except persons at or above the rank of Assistant Superintendent and secretaries to the Superintendents.

1.00:05

DISCRIMINATION:

The Employer and the Union, their servants and agents agree that there shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, recall, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of membership or non-membership in a Labour Union.

1.00:06

CORRESPONDENCE:

All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Business of the Board and the Secretary of the Union,

1.00:07

STEWARDS:

The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that such employees shall not leave their regular duties for the purpose of presenting or discussing grievances, or for the purpose of conducting any business on behalf of the Union without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. On resuming their regular duties, such employees will report to their immediate supervisor and will, if requested, give a reasonable explanation for time spent away from work. The Union shall notify the Employer in writing of the name of each shop steward, and any changes thereto as they occur.

1.01:00

POSTING OF VACANT POSITIONS:

1.01:01

When a vacancy occurs or a new position is created the employer shall post a notice of the position at each school and board office for a minimum of seven (7) working days in order that all employees will be advised of the position and be able to make written application for same. During summer months individual notices will be mailed to all secretaries at their home addresses as left with the Board Personnel Office.

POSTING OF VACANT POSITIONS: (Continued)

- a.01:02 The Parties hereto recognize the principle of promotion having regard to service with the Board and that job opportunities should increase in proportion to the length of service provided however that the employee has the skill, ability and qualifications to do the available work. Therefore where skill, ability and qualification to do the available work are equal, seniority shall govern.
- 1.01:03 It is the responsibility of the immediate supervisor to inform the unsuccessful applicant as to why he/she was not selected and to suggest methods of improvement to meet future requirements.
- 1.01:04 In the event that no applicant for a job description meets the qualifications to perform the job posted, the Board may either:
- (a) select one of the applicants to train for the job, giving due regard to seniority, or
 - (b) engage a new employee.
- 1.02:00 GRIEVANCE PROCEDURE :
- 1.02:01 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the employer. The names of such committee members shall be communicated to the employer,
- 1.02:02 The parties recognize and agree that no employee shall have an allowable grievance under this agreement unless it is verbally brought to the attention of such employee's immediate supervisor outside the bargaining unit within ten (10) working days of when the employee became or ought reasonably to have become aware of the event which led to the grievance. The Steward shall accompany the grievor. The immediate supervisor shall reply in writing within three (3) working days.

GRIEVANCE PROCEDURE : (Continued)

Step 1

If such employee is not satisfied with the reply of the immediate supervisor., the grievance shall be reduced to writing, set out the sections of the Collective Agreement allegedly violated and signed by the employee. It shall be referred to the Superintendent of Business by the grievor (who shall be accompanied by the steward) at a meeting requested in writing within seven (7) working days of the written reply of the immediate supervisor, but not thereafter. The Superintendent of Business Administration shall reply in writing within seven (7) working days.

Step 2

If such employee is not satisfied with the reply of the Superintendent of Business, the grievance shall be referred to the Grievance Committee of the Union who shall take the matter up with the Negotiating Committee, at which time the written statement of grievance and decisions in the preceding steps shall be tabled, The Grievance Committee may request such a meeting within seven (7) working days of the written reply of the Superintendent of Business in Step 1 above, but not thereafter. The meeting shall be held within five (5) working days of receipt of the request. The Negotiating Committee shall reply in writing within seven (7) working days of the meeting. Failing satisfaction, the grievance shall be referred to Arbitration provided written notice of such intent is given within seven (7) working days of the reply of the Negotiating Committee, but not thereafter.

1.02:03 The Employer shall supply the necessary facilities for the Grievance meeting.

1.02:04 POLICY GRIEVANCES:

Any difference arising directly between the Union and the Employer concerning the interpretation, application, administration or alleged violation of the provisions of this agreement may be submitted by either party to the other at Step 2 of the Grievance Procedure.

GRIEVANCE PROCEDURE: (Continued)

1.02:05 Within the clauses contained in 1.02, a working day shall mean a day other than Saturday, Sunday, recognized holiday or vacations.

1.02.06 ARBITRATION:

Where a difference between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an alleged violation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to Arbitration, and the notice shall contain the name of the first party's appointee to the Arbitration Board,

The recipient of the notice shall, within five (5) working days, notify the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limits, the appointment shall be made by the Minister of Labour upon the request of either Party.

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs.

1.02:07 Each of the Parties hereto shall bear the expenses of the Arbitrator appointed by it and the Parties shall jointly bear equally the fees and expenses of the third appointee. It is further agreed that arbitration hearings shall be held in New Liskeard or such other place as may be mutually agreed to by the Parties hereto.

ARBITRATION: (Continued)

1.02:08 In no event shall the Board of Arbitration have the power to **change** this Agreement or alter, modify or amend any of its provisions.

1.02:09 TIME LIMITS:

The time limits fixed by both the Grievance and Arbitration Procedure may be extended by consent of the Parties to this agreement. It is understood that the failure of the Employer representative to reply in writing at any stage of the grievance or Arbitration Procedure, will be cause for the grievance to proceed to the next step within the defined time limits.

1.03:00 JUST CAUSE and MANAGEMENT RIGHTS

1.03:01 No member shall be demoted, disciplined or discharged without just cause.

1.03:02 "Discipline" shall mean:

(i) suspension with or without loss of pay, or

(ii) loss of pay.

1.03:03 The Union recognizes that it is the function of the Employer to manage the affairs of the operation and to direct the working forces of the Employer subject to the terms of this agreement. The Employer shall not exercise its rights to direct the working forces in a discriminatory manner.

1.04:00 HOLIDAYS:

All employees shall receive one day's pay for not working on the following holidays:

	<u>12 Month</u> <u>Employees</u>	<u>10 Month</u> <u>Employees</u>
	(including Part Time)	(including Part Time)
New Years Bay	X	X
Good Friday	X	X
Easter Monday	X	X
Victoria Day	X	X
Canada Day	X	X
Civic Holiday	X	
Labour Day	X	X
Thanksgiving Day	X	X
Christmas Bay	X	X
Boxing Day	X	X
Floater	X	X

And one (1) half (1/2) day on the last working day of the Board prior to Christmas Day and one (1) half (1/2) day on the last working day of the Board prior to New Years Day .

In the event that Heritage Day is declared a holiday the day so proclaimed shall be added to the paid holidays.

1.04:01 Where a Statutory Holiday falls on a working day for the members, the Union may request the Board to substitute another working day agreeable to both parties.

HOLIDAYS: (Continued)

1.04:02 To be eligible for pay on any of the recognized holidays, the employee shall work the scheduled shifts immediately prior to and subsequent to unless excused under the provision of articles relating to sick leave or leave of absence with pay.

1.04:03 Where a Statutory Holiday falls on a working day for an employee, the Board may, with the agreement of the employee, substitute another working day for the Statutory Holiday,, If the Holiday falls on a non-working day, the employee shall be given another normal working day off with pay, or, if the employee agrees, the Board will pay the employee the regular wage for the Statutory Holiday. Where another holiday falls on a working day or a non-working day for an employee, the Board shall substitute another working day for the holiday or pay the regular wage for the holiday.

1.05:00 HOURS OF WORK:

1.05:01 The normal work week for all full-time members shall be 35 hours, comprised of five (5) days of seven (7) hours, Monday through Friday inclusive, between the hours of 8:00 a.m. through 4:30 p.m. as may be mutually agreed upon. Each employee shall be entitled up to one hour for lunch and two fifteen (15) minute rest periods per day.

1.05:02 Where a full-time member wishes to work 30 hours per week during July and August the member may work the additional hours during the balance of the year to compensate for the reduction in the summer hours. Banking hours shall be at regular time and must be accumulated in advance.

1.07:00 MEMBERS EMPLOYED FOR THE SCHOOL YEAR - TEN (10) MONTHS :

The following regulations are applicable to members who are employed on a ten (10) month basis only - September 1 to June 30:

(i) No salary is payable for the months of July and August.

MEMBERS EMPLOYED FOR THE SCHOOL YEAR - TEN (10)
MONTHS: (Continued)

- (ii) All other benefits, sick leave and accumulative sick leave shall be pro-rated according to the months of employment.
- (iii) Vacation pay and vacation time shall be calculated on a pro-rated basis according to the months of employment.
- (iv) Vacations taken during the Christmas Break and March Break will be considered as annual vacation.
- (v) Any vacation credits remaining at the end of the school year will be paid as vacation pay.
- (vi) Salary is payable bi-weekly.

1.08.00 PART-TIME SECRETARIES:

The following are applicable to part-time employees:

- (i) salary shall be pro-rated according to placement on the grid;
- (ii) pay is based on actual hours worked exclusive of lunch period;
- (iii) salary is payable bi-weekly;
- (iv) Vacation pay (at a rate of 4% of gross earnings) or vacation time will be calculated on a pro-rata basis.
- (v) In lieu of all benefits and statutory holidays, part-time employees shall be paid 12% of wages earned, added to their regular bi-weekly salary.

1.09:00 BULLETIN BOARDS:

The Employer shall provide Bulletin Board space upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

1.10:00

GENERAL CONDITIONS:

In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the union agree that during the life of this agreement there will be no strikes and the Employer agrees that there will be no lockout.

2.00:00

LEAVES:

2.01:00

ACCUMULATIVE SICK LEAVE:

2:01:01

On September 1st of each year, eligible full-time employees with one or more years of service shall be credited with the annual sick leave entitlement. (i.e. twenty-four (24) days for twelve (12) month employees and twenty (20) days for ten (10) month employees.

2:01:02

For new employees (less than one year), sick leave shall be granted to eligible full-time employees on the basis of two days for every month of service.

2.01:03

After the sick leave of twenty-four (24) days has been used in any one (1) year, each eligible employee shall receive pay under this plan for absence caused by sickness, quarantine, physical and/or mental disability, up to the amount of his/her accumulated sick leave credit.

2:01:04

If an employee utilizes more than his/her earned and/or banked sick leave and leaves the employ of the Board, the Board shall be entitled to deduct from his/her salary the amount of the unearned sick leave used by the employee,

2:01:05

A record will be kept of days accumulated in excess of the maximum accumulation permitted but no credit shall be granted for such days.

2.01:06

After three (3) consecutive days of absence caused by sickness no leave with pay shall be allowed unless a certificate of a qualified medical or dental practitioner is furnished to the supervisory officer certifying the inability of the employee to attend to his/her duties. Notwithstanding the above, the Board may require an employee to submit a medical certificate for a period of absence of less than three (3) consecutive days.

LEAVES. ;Continued)

- 2.01:07 When an employee qualifies for sick leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. Such additional or reinstatement shall be subject to a Doctor's certificate.
- 2.01:08 Each eligible employee shall be entitled to have 100% of the unused portion of his/her accumulated sick leave transferred to his/her accumulated sick leave credit September 1st of each year.
- 2.01:09 The maximum accumulated sick leave credit under the plan shall not exceed 240 days for a full-time 12 month employee and 200 days for a full-time 10 month employee. Part-time employees shall receive sick leave on a pro-rated basis to a maximum of 200 days.
- 2.02:00 LEAVES OF ABSENCE:
- 2.02:01 BEREAVEMENT OR SERIOUS ILLNESS LEAVE:
- Leaves for bereavement and/or serious illness up to a maximum of five (5) days for each instance may be granted for absence occasioned by the death or serious illness of a relative. Relative to include : parent, spouse, brother, sister, child, stepchild, grandparents, mother-in-law or father-in-law. Number of days to be granted at the discretion of the Superintendent of Business.
- 2.02:02 LEAVE TO WRITE EXAMINATIONS:
- An employee shall be granted a leave to permit him/her to write examinations leading to the advancement of the employees academic or professional qualifications. An absence for this reason shall not be charged against the employee's sick leave credit.

LEAVES : (Continued)

2.02:03 LEAVE FOR GRADUATION:

Leave of absence shall be granted the employee for the purpose of attending convocation ceremonies where a degree or diploma is being conferred upon the employee or his/her son, daughter, spouse, mother or father. Length of time - 1 day plus travelling time - to be chargeable against employee's sick leave credit.

2.02:04 COMPASSIONATE LEAVE:

Leave without pay may be granted at the discretion of the Board or the Director.

2.02:05 SPECIAL LEAVE:

One day's personal leave per year with or without pay may be granted the employee at the discretion of the Principal (in schools) or the Superintendent (Board Office).

2.02:06 OTHER LEAVE:

Request for leave with or without pay for any reason not stated above shall be made in writing by the employee concerned and may be granted at the Superintendent's discretion.

2.02: 07 FEDERATION LEAVE :

Leave of absence without loss of seniority shall be granted upon written request to the employer to employees selected or appointed to represent the union at union conventions, education seminars or other bona fide union business. Such leave shall not exceed a total of twenty (20) days in an agreement year and provided such leave shall not be granted to more than one employee from any one school or department at any one time. Pay and benefits to be paid by the Board and the Board reimbursed by the Federation.

2.02:08 JURY DUTY:

Each employee shall be granted leave of absence without deduction of salary or sick leave when required to serve on a jury, provided that the employee pays to the Board any fee exclusive of travelling allowances and living allowances or as a witness.

LEAVES: (Continued)

2.03:00 MATERNITY/ADOPTION LEAVE:

At the discretion of the employee, leave of up to six (6) months may be taken.

3.00:00 BENEFITS:

3:00:01 If the Board shall change plans or carriers, the new plan or carrier shall provide benefits equal to or better than the former plan.

3.00:02 By September 30 annually, the Board shall disclose, to the Union, all details of the operation of all Group Benefit Plans, as disclosed by the carriers.

3.00:03 The Board will provide annually to the Union members a summary of each group benefits plan currently in force as provided by the carriers.

3.01:00 GROUP LIFE INSURANCE:

3:01:01 A Group Life Insurance shall be made available to the employees in the amount of Forty Thousand Dollars (\$40,000.00) face value for each employee. Participating in the Plan is compulsory for all full-time employees employed by The Board.

At his/her option and expense any employee may take up to three additional multiple units of \$20,000.00 life insurance over and above the base \$40,000.00. One hundred percent (100%) of the premiums for the first \$40,000.00 of insurance for each employee will be paid by The Board.

3.02:00 MEDICAL AND HOSPITAL COVERAGE:

3.02:01 SEMI-PRIVATE HOSPITAL CARE:

Semi-Private Hospital Care will be made available to all full-time employees by the Board.

One hundred percent (100%) of the premium for each employee and his/her family will be paid by the Board.

3.03:00 EXTENDED HEALTH CARE PLAN:

3.03:01 **An** Extended Health Care Plan **will** be made available. **One** hundred percent (100%) of the premium **for** each employee and **his/her** family **will be** paid by The Board.

3.04: 00 LONG TERM DISABILITY INSURANCE:

3.04:01 **A Long Term Disability Insurance Plan will be made** available to the employees. Participation in the Plan is compulsory for all full-time employees employed by **the Board**. **One** hundred percent (100%) of the premium for each employee **will be** paid by the Board.

3.05 :00 DENTAL PLAN:

3.05:00 **A Dental Plan shall be** made available to the employees with ninety percent (90%) **of** the premium payable **by** The Board (prevailing ODA Fee schedule).

3.06:00 DEPENDANT LIFE INSURANCE :

3:06:01 **A Dependent Life Insurance Plan will be made** available to the employee with The Board bearing the total **cost** of the Premium. The Plan will provide Five Thousand dollars (\$5,000.00) coverage **for** the spouse and **Two** Thousand Five Hundred Dollars (\$2,500.00) for each dependent child.

3:07:00 VISION CARE:

3:07:01 **A vision care plan providing a One Hundred Dollar** (\$100.00) benefit every 24 months per family member shall **be** made available to the members.

3:07:02 Eighty percent (80%) of the vision care plan premium for the member and **his/her** family shall **be** paid **by** The Board.

4.00:01 SALARY SCHEDULE:

Jan 1, 1990 - Dec 31, 1990

YEARS OF EXPERIENCE	COMP. SERV MEDIA CTR. CONF. (PSY) CLERK/SCTY	SCHOOL SEC. 10 MONTH	CLERK II	CLERK I PLANT SEC	SCHOOL OFFICE SUPERVISORS	
					LARGE	SMALL
0-1	\$ 18,000	\$ 15,000	\$ 17,000	\$ 18,920	\$ 19,865	\$ 19,470
1-2	\$ 19,931	\$ 16,609	\$ 18,475	\$ 20,815	\$ 21,968	\$ 21,559
2-3	\$ 21,863	\$ 18,219	\$ 19,950	\$ 22,710	\$ 24,070	\$ 23,648
3-4	\$ 23,794	\$ 19,828	\$ 21,425	\$ 24,605	\$ 26,173	\$ 25,736
4 & up	\$ 25,725	\$ 21,438	\$ 22,900	\$ 26,500	\$ 28,275	\$ 27,825

Members currently classified as Clerk II will be paid at \$ 25,000.00 per annum and red circled at that amount until grid for their classification, Clerk II, exceeds the amount of \$ 25,000.00 per annum.

4.00:02 RETROACTIVE PAY:

July 1, 1988 - June 30, 1989

All grid positions increased by 4.5%.
Responsibility Allowances as previous agreement with no increase.

July 1, 1989 - December 31, 1989

All grid positions increased by 5.3%.
Responsibility Allowances pro rata with no increase,
Retroactive to be paid only for the 6 months July to December 1989.

4.00:03 WORK EXPERIENCE:

All current work experience to be grandfathered.

4.00:04 OFFICE SUPERVISOR:

In a school of five (5) or more full-time secretarial or clerical positions, the Principal shall designate one member as necessary to fill a position of Office Supervisor.

The Office Supervisor assumes the duty of coordinating all secretarial personnel within the school. He/she is responsible for coordinating work on a daily basis, under the supervision of the Principal.

4.01:00 VACATION WITH PAY:

4.01:01 Based on continuous service with the Timiskaming Board of Education.

4.01:02 Employees with one (1) completed year of service will receive two (2) weeks vacation with pay;

Employees with four (4) completed years of service will receive three (3) weeks vacation with pay;

Employees with ten (10) completed years of service will receive four (4) weeks vacation with pay;

Employees with fifteen (15) completed years of service will receive five (5) weeks vacation with pay.

Any employee not having a year of service prior to the commencement of the vacation period will be allowed vacation pay at the rate of 4% of total earnings for the pay period.

4.01:03 Entitlement to annual holidays begins six (6) months after hiring. Thereafter, annual anniversary of hiring date constitutes entitlement date of holidays. Resignation prior to completion of yearly service will result in deduction of overpayment.

i.e.	<u>Date of Hiring</u>	<u>Holiday Entitlement</u>
	January 1	July 1

VACATION WITH PAY: (Continued)

- 4.01:04 If a paid holiday falls or is observed during a member's vacation period, he/she shall be granted an additional day's vacation for each holiday in addition to his/her regular vacation time.
- 4.01:05 Members are expected to work on Board designated holidays and teacher Professional activity days unless an alternative arrangement is authorized by the Principal, Office Manager, immediate supervisor, or Superintendent of Schools or Business.
- 4.82:00 SENIORITY:
- 4.02:01 Seniority is defined as the length of continuous service with the employer or its predecessor board and shall include continuous service with the employer prior to the certification or recognition of the Union.
- 4.02:02 Newly hired employees shall be considered on probation for a period of Three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of the Agreement except with respect to discharge. The employment of such employees may be terminated at any time during this period of three (3) months without recourse to the Grievance procedure. After successful completion of the probation period, seniority shall be effective from the original date of employment.
- 4.02:03 A seniority list for all employees covered by this agreement will be supplied by The Timiskaming Board of Education by November 1st of each year. For the purpose of this agreement the initial list will show, according to rank, accumulated days of continuous employment, date of hiring and type of position (12 month, 10 month, part-time). For the purpose of this agreement the Union and the Board will produce and agree to the accuracy of the seniority list. Subsequent lists will show according to rank, years of continuous employment (calculated to the nearest 1/10 of a year), and type of position.

SENIORITY: (Continued)

- 4.02:04 A member who takes advantage of any of the leave plans contained in this agreement shall maintain his or her seniority rank as specified within the article concerned.
- 4.02:05 Seniority in conjunction with skill, ability and qualification shall govern in preference or priority for transfer, demotion, layoff or permanent reduction of the work force or recall.
- 4.82: 06 A year of continuous service for a less than full time employee shall be pro-rated for the purpose of seniority and vacation entitlement.
- 4.02: 07 An employee shall lose all seniority in the event of:
- (i) discharge for just cause without subsequent reinstatement;
 - (ii) resignation.
- 4.02:08 No new employee will be hired until those laid off have been given an opportunity of re-employment provided they are qualified to do the work available.
- 4.03:00 PAYMENT OF UNION FEES:
- 4.03:01 The Employer agrees to deduct from every employee covered by this agreement, any monthly dues and assessments levied in accordance with Union Bylaws and owing by such employee to the union.
- 4.03: 02 Equal deductions shall be made from each pay cheque in accordance with 4.03:01 above and shall be forwarded to the Provincial Treasurer at 60 Mobile Drive, Toronto not later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.
- 4.04:00 PAYMENT OF SALARY:
- The salary shall be paid on a bi-weekly basis.

4.05: 00 STAFF CHANGES INTERPRETATION:

Any employee whose pay will be less under this collective agreement than under the previous terms and conditions shall have their pay level "red-circled" until the pay level under this collective agreement exceeds the former level.

4.05:01 Employees temporarily assigned on a full time basis to higher rated positions for five (5) days or more shall receive the higher rate while occupying such positions. Employees temporarily assigned to lower rated positions shall not have their rates reduced.

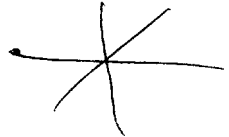
4.06:00 ANNUAL INCREMENT:

For all employees, salary increment shall be made on the anniversary date of hire.

4.07:00 OVERTIME :

Board Office and School Office Secretaries will be paid time and one-half (1 1/2) overtime in excess of thirty-five (35) hours per week. All overtime must be with prior approval of the immediate supervisor or Superintendent of Business.

- (a) the employees may be paid: or
- (b) the employee will be allowed to save his/her overtime to be used at a later date as time off with pay, it being understood that the period of time off is to be equal to in hours to time and one-half (1 1/2) of the overtime worked and no employee will be allowed to accumulate a total at one time of over thirty-five (35) hours;
- (c) time off shall be arranged and taken by mutual agreement of the employee and his/her supervisor or superintendent;
- (d) an employee who is called in and required to work outside his/her regular working hours shall be paid a minimum of two (2) hours call out at the applicable overtime rates;
- (e) night school secretarial work shall be regarded as voluntary and regular hourly rates shall apply.



4.08:00 TERM:

The Agreement, shall be in effect from the 1st day of January, 1990, and shall remain in effect until the 31st day of December, 1990, unless either Party give to the other Party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for another year.

4.09: 00 FUTURE NEGOTIATIONS :

Notice that amendments are required or that either party intends to terminate this Agreement may only be given with a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Agreement or any anniversary of such expiration date.

4.09:01 If notice of amendments or termination is given by either Party, the Parties agree to meet not later than twenty (20) days after receipt of the same.

IN WITNESS **WHEREOF** each of the Parties hereto have cause this Collective Agreement to be signed by its duly authorized representatives as of the _____ day of _____, 19____

**FOR THE TIMISKAMING
BOARD OF EDUCATION**

**FOR ONTARIO SECONDARY
SCHOOL TEACHERS
FEDERATION AND
ITS LOCAL**

LETTER OF INTENT #1

In the event of a strike by teachers or other non-secretarial employees, the Board shall endeavour to provide employment for secretaries at the schools and/or Board Office as per secretarial/clerical salary agreement.

This should not be interpreted to interfere with the Board's right to suspend employment if in its opinion the secretaries cannot be usefully employed.

LETTER OF INTENT #2

A pay equity plan will be posted which will not require any adjustments in the job rates of all employees covered by this Agreement. It is agreed that the salaries and benefits of this Collective Agreement is acceptable as an equitable settlement as required by the terms of the Pay Equity Act.