

SOURCE	Board		
EFF.	96	01	01
TERM.	96	12	31
No. OF EMPLOYEES	30		
NOMBRE D'EMPLOYÉS	30		

**AGREEMENT**

**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**

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**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 it 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) Employer shall mean The Timiskaming Board of Education.
- (iii) "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.
- (iv) "Full-Time Ten Month Employee" shall mean a member of the bargaining unit 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.
- (v) "Part-Time Employee" shall mean a person employed by the Employer who is a member of the bargaining unit and who works regularly the equivalent of 17- 1/2 hours or more but less than 35 hours per week on either a twelve month or ten month basis.
- (vi) "Days" means regular working days exclusive of Statutory Holidays.
- (vii) "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 Schools of the Board or designate and the President of the Bargaining Unit or designate.

**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 covered by this agreement will be advised of the position and be able to make written application for same. The Board shall endeavour to mail individual notices to employees on maternity/parental leave, extended sick leave or other approved leaves, at their home address as left with the Board Personnel Office. During summer months individual notices shall be mailed to all employees at their home addresses as left with the Board Personnel Office. In the case of lateral movement within the Bargaining Unit, the parties agree that all members have the right to apply for a vacancy regardless of their location.

**1.01:02**      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. "Promotion" may be defined as movement from one job class within the bargaining unit which results in or has the potential to have an increase in remuneration.

**1.01:03**

If requested by the unsuccessful applicant, it is the responsibility of the immediate supervisor to inform the applicant why the applicant 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, through external advertising.

**1.01:05**

External advertisements shall not be posted until after the procedures for internal postings per 1.01:01 have been followed unless mutually agreed upon.

**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**

Situations that may lead to a grievance should be discussed by the employee with one's immediate supervisor outside the bargaining unit. If a satisfactory solution is not reached, then no employee shall have an allowable grievance under this agreement unless it is brought to the attention of the immediate supervisor outside the bargaining unit, in written form, within twenty (20) 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 griever. The immediate supervisor shall reply in writing within five (5) working days.

**Step 1:**

If such employee is not satisfied with the reply of the immediate supervisor the grievance shall be submitted in writing to the Superintendent of Schools. The statement of the grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the agreement, with reference to the article
- (ii) a statement of facts to support the grievance

- (iii) the relief sought
- (iv) the signature of the grievor and
- (v) the signature of the President or designate

The Superintendent of Schools or designate shall meet with the grievor and the steward within seven (7) working days and reply in writing to the grievor within seven (7) working days.

**Step 2:**

If such employee is not satisfied with the reply of the Superintendent of Schools or designate, the grievor shall refer the matter to the Grievance Committee of the Union.

The Grievance Committee of the Union may refer the matter to the Grievance Committee of the Board within seven (7) working days of the written reply of the Superintendent of Schools or designate, in **Step 1** above, but not thereafter.

A meeting shall be held within ten (10) working days of the receipt of the request.

The Union shall be notified in writing within seven (7) working days of the reply of the Grievance Committee of the Board.

Failing satisfactory resolution, the grievance may be referred to Arbitration provided written notice of intent is given within seven (7) working days of the reply of the Grievance Committee of the Board, 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**.

**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 the 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 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.

By mutual consent of the parties, a single Arbitrator may be agreed to rather than a Board of Arbitration.

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.

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 Procedures 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><b>12 Month Employees</b></u>	<u><b>10 Month Employees</b></u>
<b>New Years Day</b>	<b>X</b>	<b>X</b>
Good Friday	X	X
Easter Monday	X	X
Victoria Day	X	X
Canada Day	X	X
Civic Holiday	X	X
Labour Day	X	X
Thanksgiving Day	X	X
Christmas Day	X	X
Boxing Day	X	X
Floater		X

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

**1.04:02** To be eligible for pay on any of the recognized holidays, the employees shall work on 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 employees agrees, the Board will pay the employee the regular wage for the Statutory Holiday. Where a holiday in 1.04:00, other than a statutory 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.

**1.06:00** **SUMMER HOURS:**

**1.06:01** 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

**EMPLOYEES EMPLOYED FOR THE SCHOOL YEAR - TEN (10) MONTHS**

The following regulations are applicable to employees 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.
- (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 days 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 days.
- (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 EMPLOYEES:**

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 on gross earnings shall be paid bi-weekly;
- (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.
- (vi) sick leave shall be pro-rated to a maximum of 200 days.

1.09:00

**BULLETIN BOARDS:**

The Employer shall provide Bulletin Board space in each school and the Board office, and the Maintenance Shop 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 agrees that during the life of this agreement there will be no strikes and the Employer agrees that there will be no lockout.

**1.11:00**      **PERSONNEL FILES**

- 1.11:01**      The only recognized personnel files of an employee shall be maintained by:
- a) the principal of each school
  - b) the payroll department
  - c) the Board

The Board agrees to make these files available to the employee in the presence of the appropriate officer of the Board. With reasonable notice, a mutually convenient time will be arranged for the employee to view any one of these files.

- 1.11:02**      An employee shall be entitled upon written request to copies of any materials contained in the employee's personnel file.

- 1.11:03**      The employer agrees to comply with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

- 1.11:04**      An employee shall be entitled to append a statement to indicate disagreement with documentation in the employees file.

**1.12:00**      **PROFESSIONAL DEVELOPMENT**

- 1.12:01**      The Board **may**, at its discretion, or in discussion with the Union provide opportunities and designated agenda activities for Professional Development.

- 1.12:02**      Subject to Board approval, each employee may attend one (1) additional Professional Activity at the employee's expense. Employees shall receive full pay and benefits while absent from work to attend a Professional Development Activity.

**1.13:00**      **JOB SHARING:**

- 1.13:01**      A proposal in writing by (2) employees to participate in a job-sharing plan will be given consideration by the Board.

**1.13:02** Employees working on a job-sharing basis would be subject to the terms and conditions of part-time employees outlined in various sections of this Agreement.

**1.13:03** Employees who participate in an approved job-sharing program for a specified period of time (not less than one school year) shall have the right to return to the employment status and position previously held. In the event the original position no longer exists, the employee shall be placed in a comparable position, subject to the provision of Article 4.02:00 Seniority.

**1.13:04** Proposals for job sharing or a return to a previously held position must be submitted to the Board prior to May 30th for the following school year.

**2.00:00** LEAVES:

**2.01:00** ACCUMULATIVE SICK LEAVE:

**2.01:01** On September 1st of each year, employees with one or more years of service shall be credited with the annual sick leave entitlement. (ie. - twenty-four (24) days for full-time twelve (12) month employees, twenty (20) days for ten (10) month full-time employees and 24 days prorated for part-time employees.

**2.01:02** For new employees (less than one year), sick leave shall be granted to employees on the basis of two days for every month of service prorated for time worked.

**2.01:03** After the employee's annual sick leave entitlement has been used in any one (1) year, the employee shall receive pay under this plan for absence caused by sickness, quarantine, physical and/or mental disability, up to the amount of the accumulated sick leave credit.

**2.01:04** If any employee utilizes more than the employee's earned and/or banked sick leave and leaves the employ of the Board, the Board shall be entitled to deduct from the 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 to attend to the employee's 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.

**2.01:07** When an employee qualifies for sick leave during the employee's 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 the employee's accumulated sick leave transferred to the employee's accumulated sick leave credit on September 1st of each year.

**2.01:09** The maximum accumulated sick leave credit under this 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.

**2.01:10** Each employee will be issued a yearly statement of accumulated sick leave credits by November 1st of each year.

**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, step-parent, co-habiting partner, spouse, brother, sister, child, stepchild, foster child, grandchild, grandparents, son and/or daughter-in-law, sister and/or brother-in-law, mother and/or father-in-law. Number of days to be granted at the discretion of the Superintendent of Schools.

**2.02:02**

**LEAVE TO WRITE EXAMINATIONS:**

An employee shall be granted a leave to permit the employee 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.

**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 the employee's 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:**

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

**2.02:05**

**PERSONAL 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 Director (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 discretion of the Superintendent of Schools.

**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-two (22) days in an agreement year. Such leave shall not be granted to more than one employee from any one school or department at any one time. Additionally, the President of the Office and Clerical Bargaining Unit shall be entitled to one day's leave per month. Pay and benefits to be paid by the Board and 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.

**2.03:00**

**PREGNANCY AND SHORT TERM PARENTAL LEAVE:**

**2.03:01**

Leave will be granted in accordance with the Employment Standards Act. For the first two weeks of leave, payments equivalent to **95%** of the salary and allowances that would have been received had the employee not been on leave shall be paid.

**2.03:02**

- a) "Pregnancy Leave" means leave taken for purposes related to giving birth and/or recovering therefrom.
- b) "Parental Leave" means leave taken for the purpose of caring for or adopting a child.

**2.03:03**

An employee on Pregnancy/Short-term Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the employee been actively employed, including, but not limited to:

- a) accumulation of credit of sick leave, seniority, experience and vacation,
- b) employee benefits

**2.03:04**

An employee returning from Pregnancy/Short-term Parental Leave to active employment shall be reinstated to the position held prior to the leave. If the position does not exist following the leave a comparable position will be offered. Notwithstanding this, the employee is subject to Article 4.02:00 Seniority.

**2.03:05**

Upon notification of pregnancy/adoption, the Board shall provide an employee with the Board's current "Pregnancy and Short-term Parental Leave Package" outlining the rights and privileges of an employee on such leave.

**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.

**3.00:04**      In order to maintain coverage for ten (10) month employees, the Board shall deduct the applicable July and August premiums from each ten (10) month full-time employee's last two (2) pay periods in June. The Board shall then pay these premiums on behalf of the employee.

**3.01:00**      **GROUP LIFE INSURANCE:**

**3.01:01**      A basic Group Life Insurance shall be made available to the employees in the amount of two and one-half (2.5) times salary for each employee. Participation in the Plan is compulsory for all full time employees employed by The Board. One hundred percent (100%) of the premium to be paid by The Board.

**3.01:02**      **GROUP LIFE INSURANCE OPTION:**

At the employees option and expense full time employees may take up to four (4) additional units of \$25,000 life insurance over and above the base pending approval of the carrier.

**3.01:03**      **A.D. AND D. INSURANCE:**

- a)      The employer shall make available an Accidental Death and Dismemberment Insurance Plan for ail full time employees.
- b)      The employee shall pay 100% of the premium cost of A.D. and D. coverage.

**3.02:00**      **MEDICAL AND HOSPITAL COVERAGE:**

**3.02:01**      **SEMI-PRIVATE/PRIVATE HOSPITAL COVERAGE:**

Semi-Private/Private Hospital Care shall be provided for all employees enrolled in the Extended Health Care Plan of the Board.

One hundred percent (100%) of the premium for each employee and employee's 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 employee's 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.

**3.04:02**      The waiting period shall be the latter of six (6) calendar months or the expiration of sick leave benefits.

**3.05:00**      **DENTAL PLAN:**

**3.05:01**      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**      **[ : LIFE \$ ]**

**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) coverage for the spouse and Two Thousand Five Hundred Dollars (\$2,500) for each dependent child.

**3.07:00**      **VISION CARE:**

**3.07:01**      A Vision Care Plan providing a One Hundred and Fifty Dollar (\$150) benefit every 24 months per family member shall be made available to the members.

**3.07:02**      Ninety percent (90%) of the vision care plan premium for the employee and the employee's family shall be paid by The Board.

**3.08:00**      **BENEFITS FOR EARLY RETIREES:**

Early retiring employees may elect to maintain coverage until age sixty-five (65) in the Employers' Group dental, extended health care, group life, vision and employee assistance plans with the Employee contributing 100% of the premium cost.

4.00:01

**SALARY SCHEDULE:**

A new salary grid effective January 1<sup>st</sup>, 1996 to December 31<sup>st</sup>, 1996 as follows:

	<b>Grid Step</b>	<b>Effective 96.01.01</b>
<b>12 Month Plant Secretary and Clerk I</b>	<b>0</b>	22,654
	<b>1</b>	24,765
	<b>2</b>	26,876
	<b>3</b>	28,986
	<b>4</b>	31,097
<b>12 Month School Office Supervisor (Large)</b>	<b>0</b>	23,707
	<b>1</b>	26,049
	<b>2</b>	28,390
	<b>3</b>	30,733
	<b>4</b>	33,074
<b>12 Month School Office Supervisor (Small)</b>	<b>0</b>	23,267
	<b>1</b>	25,594
	<b>2</b>	27,920
	<b>3</b>	30,246
	<b>4</b>	32,573
<b>12 Month Secretaries/Receptionist Clerk II Computer Services Media Centre</b>	<b>0</b>	21,629
	<b>1</b>	23,780
	<b>2</b>	25,932
	<b>3</b>	28,083
	<b>4</b>	30,234
<b>10 Month Secretaries</b>	<b>0</b>	18,066
	<b>1</b>	19,859
	<b>2</b>	21,652
	<b>3</b>	23,445
	<b>4</b>	25,237
<b>Timesheet Secretaries (hourly)</b>	<b>0</b>	11.89
	<b>1</b>	13.07
	<b>2</b>	14.25
	<b>3</b>	15.43
	<b>4</b>	16.61

**4.00:02**

**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. The **Office Supervisor** 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 nine (9) 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.

Date of Hiring Holiday Entitlement

January 1

July 1

**4.01:04**

If a paid holiday **falls** or is observed during a member's vacation period, the employee **shall be** granted an additional day's vacation for each holiday in addition to the employee's 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.

**4.02:00** **SENIORITY:**

**4.02:01** Seniority is defined as the length of continuous service within the bargaining unit as set out in Article **1.00:04 Recognition** and shall include continuous service with the Timiskaming Board of Education and its predecessor boards prior to the certification of the bargaining unit. Seniority shall operate on a bargaining unit-wide basis.

**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** The Employer shall maintain a seniority list showing each employee's name, seniority ranking by date of hire and type of position (12 month, 10 month, part-time) and total years of service. For the purpose of this agreement the Union and Board will produce and agree to the accuracy of the seniority list by November 1st of each year. The Employer shall post a copy of an up-to-date seniority list in all work locations with members covered by this Agreement. Two (2) copies will be forwarded to the Bargaining Unit.

If no objection is filed with 20 days of posting, the list shall be deemed to be correct, and may not be subject to grievance or change without mutual consent. Grievances may not be filed as a result of objections to previously posted lists.

**4.02:04** Members who take advantage of any of the leave plans contained in this agreement shall maintain their seniority rank.

**4.02:05** Seniority in conjunction with skills, ability and qualification as determined by the employer shall govern in preference or priority for transfer, demotion, layoff or permanent reduction of the work force or recall.

**4.02:06** Part-time employees shall receive full credit for each year of service for the purpose of seniority.

**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 in the last fifteen (15) months 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** **TEMPORARY ASSIGNMENTS:**

**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 the Superintendent of Schools.

Compensation will be as follows:

- (a) the employees may be paid; or
- (b) the employee will be allowed to save 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 the employee's supervisor or superintendent;
- (d) an employee who is called in and required to work outside the employee's regular working hours shall be paid a minimum of (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, 1996 and shall remain in effect until the 31st day of December, 1996, 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 given within 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.

**LETTER OF UNDERSTANDING**

During the period of this agreement, no employee shall be laid off or have their hours reduced except:

- (a) the hours associated with any employee who quits or retires;
- (b) the hours associated with any employee working in a location being closed;
- (c) the hours associated with employees working in Adult education positions that are externally funded.

**LETTER OF INTENT**

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.

**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 \_\_\_\_\_.**

**THE TIMISKAMING BOARD OF EDUCATION**

**OSSTF OFFICE AND CLERICAL**

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