

CALENDAR 1993

|                   |        |
|-------------------|--------|
| SOURCE            | Bud.   |
| EFF.              | 930101 |
| TERM.             | 931231 |
| No. OF EMPLOYEES  | 37     |
| NOMBRE D'EMPLOYÉS | 37     |

## AGREEMENT

- between -

**THE HALDIMAND-NORFOLK ROMAN  
CATHOLIC SEPARATE SCHOOL BOARD**  
(hereinafter referred to as the "Board")

- and -

**THE ONTARIO SECONDARY SCHOOL  
TEACHERS' FEDERATION**  
(hereinafter referred to as the "Union")

OCT 25 1993

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**ARTICLE 1 ■ PURPOSE**

- 1.01 The purpose of this Agreement is to establish terms and conditions of employment for bargaining unit members and to establish a fair and expeditious procedure for the resolution of grievances.

**ARTICLE 2 ■ RECOGNITION**

- 2.01 The Board recognizes the Union as the exclusive bargaining agent for all Office and Clerical employees and Educational Assistants employed by the Board save and except Office Manager (Business Administrator), Accountant, Secretary to the Superintendent of Personnel, Secretary to the Business Administrator, Secretary to the Director of Education, Assistant Secretary to the Director, Supervisor of Services and persons above the rank of Supervisor of Services.
- 2.02 The Board recognizes the right of the Union to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiations of this Agreement.
- 2.03 The Union recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiations of this Agreement.

**ARTICLE 3 ■ MANAGEMENT RIGHTS**

3.01 The Union recognizes that it is the function of the Board to manage the affairs of its school system, and all rights remain exclusively with the Board, except as specifically limited by the provisions of the Agreement.

**ARTICLE 4 ■ NO STRIKE OR LOCKOUT**

4.01 The Board and the Union agree that there shall be no strike or lockout so long as this Agreement continues to operate. Strike or lockout shall be as defined in the Ontario Labour Relations Act.

**ARTICLE 5 ■ TERM OF THE AGREEMENT**

5.01 This Agreement shall be in effect from January 1, 1993 and shall continue in full force up to and including December 31, 1993 and from year to year thereafter, unless either party notifies the other party in writing within ninety (90) days prior to the expiration date that it desires to renew the Agreement with or without modification.

5.02 No change can be made to this Agreement without the mutual consent of the parties.

5.03 The Board shall ensure that every member is provided with a copy of this Agreement at the Board's expense.

**ARTICLE 6 ■ UNION MEMBERSHIP & FEE DEDUCTION**

- 6.01** All employees shall, as a condition of employment, either maintain their Union membership or join the Union within thirty (30) days after the signing of this Agreement and remain Union members in good standing.
- 6.02** On each pay date on which an employee receives a pay cheque the Board shall deduct from each employee any dues levied in accordance with the Union constitution.
- 6.03** The dues deducted in accordance with **6.02** shall be remitted to the Treasurer of the Union at **60** Mobile Drive, Toronto no later than the fifteenth day of the month following the month in which the deductions were made. Such remittance shall be accompanied with a list identifying the employees, their Social Insurance Numbers and the amounts deducted.
- 6.04** The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

**ARTICLE 7 ■ LIAISON ( )**

- 7.01** A Liaison Committee shall be established comprised of (3) members appointed by the Board and three (3) representatives by the Union to discuss and report on the activities of the Union. The committee shall meet at least once of either a

**ARTICLE 8 ■ TRANSFER**

- 8.01 When an employee is asked to perform work outside his\her regular classification for a period exceeding three (3) days, he\she shall receive the rate of the job or his\her own regular earned rate, whichever is greater. Any new rate of pay shall be effective the first day the employee commenced duties in the new classification.
- 8.02 An Educational Assistant who replaces the regular teacher who is absent for a temporary period shall, subject to qualifications, be paid the occasional teachers rate for each day the teacher is absent.
- 8.03 Except for mutual consent, no employee shall be transferred outside of a radius of thirty-five (35) kilometres from his\her current work location.

**ARTICLE 9 ■ HOURS OF WORK AND OVERTIME**

- 9.01 The hours of work shall not normally exceed seven (7) hours per day and thirty-five (35) hours per week, Monday - Friday, inclusive.
- 9.02 The schedule for each School Secretary shall be determined by his\her Principal after consultation with the employee.
- 9.03 All time worked beyond seven (7) hours per day or thirty-five (35) hours per week shall be considered as overtime and either paid at the rate of one and one-half (1½) times the employee's hourly rate or the equivalent lieu time at a time mutually agreed by the **employee** and **Supervisor**.

9.04 individual employees may consult with the Business Administrator about the possibility of adjusting working schedules provided that such schedules shall not be inconsistent with this Article.

**ARTICLE 10 ■ NEW CLASSIFICATION**

10.01 When the duties in any classification are substantially changed or when a classification within the bargaining unit not covered by Appendix A is established during the term of this Agreement, the Board shall submit to the Union a copy of the job description and proposed rate of pay. if the Union disagrees with the proposed rate of pay, the rate of pay shall be subject to negotiations between the Board and the Union. The new rate shall become retroactive to the time the new position was first filled by the employee.

10.02 The Board agrees to draw up job descriptions for all positions for which the Union ~~is~~ bargaining agent and to provide the Union with copies of the **job** descriptions.

**ARTICLE 11 • PART-TIME**

11.01 A part-time employee means an employee employed by the Board on a regular basis for other than full-time duty. Pay and sick leave (pursuant to Article 12) for a part-time employee shall be prorated in the proportion that hours of work bear to that of a full-time employee.

**11.02** Applications by full-time employees requesting part-time employment may be granted by the Board. Written applications of full-time employees requesting part-time employment must be submitted no later than April 30th.

**11.03** Employees requesting a return to full-time employment must apply in writing to the Board no later than April 30th to be effective for the following school year. An application to return to full-time employment shall be granted by the Board when a full-time position in his\her classification becomes available.

**11.04** Employees who have a part-time assignment shall not be given a full-time assignment without their consent.

## **ARTICLE 12 ■ SICK LEAVE**

**12.01** Each full-time employee who normally works thirty-five (35) hours per week for twelve (12) months per year is entitled to twenty-four (24) sick leave credits each January 1. Each full-time employee other than those described above is entitled to twenty (20) sick leave credits each January 1. For part-time employees sick leave credits shall be prorated and credited each January 1. Newly hired employees will be credited and prorated sick leave credits at the time of hire.

**12.02** Fifty (50) percent of unused sick leave credits shall be cumulative from year to year.



12.03 By February 1 of each year a statement shall be sent to each employee indicating the sick leave credits accumulated by the employee as of the preceding January 1.

**ARTICLE 13 ■ PREGNANCY/PARENTAL LEAVE**

13.01 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act, 1990.

- 13.02
- i. Pregnancy/Parental Leave shall be without pay except that the Board shall compensate the employee through an Unemployment Insurance Commission approved Supplemental Unemployment Benefit Plan for the two week waiting period equal to the UIC benefit that would be payable to the employee during each week of the seventeen (17) week benefit period. This payment will be made after receipt of evidence that the employee has served the waiting period.
  - ii. The employee must apply for Unemployment Insurance Benefits and provide proof that the waiting period was served before the Supplemental Unemployment Benefit payments become payable.
  - iii. Employees disqualified or disentitled from receiving Unemployment Insurance Benefits are ineligible for Supplemental Unemployment Benefits.

- iv. An employee has no vested right to payments under the plan except during a period of unemployment specified in this article.
- v. Payments in respect of guaranteed annual remuneration, deferred remuneration or severance pay benefits are not reduced or increased by payments received under this article.

#### **ARTICLE 14 ■ SENIORITY**

- 14.01 Seniority is defined as the length of continuous service with the Board and shall include service with the Board prior to the certification of the Union.
- 14.02 The Board shall maintain a seniority list showing each employee's name, seniority, and job classification. An up-to-date seniority list shall be sent to the Union **and** also posted on all appropriate bulletin boards in January each year.
- 14.03 An employee shall be considered to be on probation and will not have seniority standing until he\she has been employed for three (3) months from his\her last date of hire. Upon satisfactory completion of the probationary period an employee will be credited with seniority from last date of hire.
- 14.04 During his\her probationary period, an employee shall be entitled to all rights and privileges of the Agreement except the right to grieve his\her discharge. The employment of an employee may be terminated at any time during the probationary period without recourse of that employee or the Union to the Grievance Procedure and\or Arbitration.

14.05 An employee's service shall be terminated and/or seniority lost in the event of:

1. Dismissal for just cause which is not reversed through grievance or arbitration;
2. Retires or voluntarily resigns in writing and does not withdraw the resignation within one (1) working day;
3. Absence without leave in excess of five (5) consecutively scheduled working days unless there is a reasonable excuse;
4. After a lay off extending for twelve (12) months;
5. Failure to report for work within ten (10) working days after receipt of notice, by registered mail, to return to work following a layoff unless through sickness or other justifiable cause.

14.06 Any question as to the accuracy of the seniority list must be submitted by the Union to the Business Administrator or Designate, in writing, within thirty (30) working days of the posting of the list.

14.07 In compiling the seniority list all ties shall be broken based on the following criteria in order:

1. total experience in that classification with the Board;
2. total experience with the Board;
3. total experience in the same job function with other Employers;
4. by lot in a manner to be determined by the Board and the Union.

14.08 For the purpose of Article 14 only, an employee who is absent from work due to illness, accident or approved leave of absence shall continue to accumulate seniority during the period of such absence.

14.09 In considering a promotion, appointments shall be based on the following factors:

1. ability and qualifications to fill the promotion, and
2. seniority.

Where the ability and qualifications in factor 1. are relatively equal, seniority shall govern.

#### **ARTICLE 15 ■ LAYOFF AND RECALL**

15.01 In the event of a layoff, employees shall be laid off in reverse order of seniority in his\her classification and when employees are recalled the employee with the most seniority in his\her classification shall be recalled first.

15.02 No new employee shall be hired in a classification until all persons on layoff from that classification have been given an opportunity for recall.

15.03 An employee subject to layoff from one classification may displace an employee in another job classification provided the employee with the greater seniority has the ability and qualifications to perform the job of the employee with less seniority.

15.04 The Board agrees that no employee shall be laid off or have his\her employment terminated as a result of contracting out work or by that work being performed by another employee of the Board.

**ARTICLE 16 ■ RETRAINING**

**16.01** When an employee is required to become familiar with new equipment or procedures, the Board shall endeavour to ensure that reasonable opportunities are available during working hours.

**ARTICLE 17 ■ JOB POSTING**

**17.01** All vacancies within the Bargaining Unit shall be posted in each location of the Board with employees covered by this Agreement. The posting shall occur at least five (5) working days before applications are due.

**17.02** Such postings shall contain at least the following information: nature of position, classification, requisite knowledge and education, ability and skills, location, and salary range.

**17.03** If no applications are received or no qualified employees apply, the Board may advertise externally.

**17.04** The successful applicant and the Union will be notified within three (3) working days of the close of the posting date. The Board will advise the unsuccessful applicants in writing within ten (10) days after the position is filled.

**17.05** Where an employee is to be absent from work because of illness, accident or leave of absence for a predetermined period of more than twenty (20) working days, the job shall be posted as a temporary job and the provisions of this Article shall apply. Upon completion of the temporary assignment, the employee shall return to his\her former position.

**ARTICLE 18 ■ EMPLOYEE BENEFITS**

- 18.01 The Board reserves the right to select its carrier(s) and when a change in carrier occurs, coverage presently in effect shall remain.
- 18.02 For each eligible employee who participates in the Extended Health Plan, the Board shall pay 85% of the premium costs. Visioncare for adults shall be increased to a maximum of \$200. every two years and for children the maximum shall be \$100. per year.
- 18.03 For each eligible employee who participates in the Group Life insurance and A.D. and D. Plan, the Board shall pay 85% of the premium costs for coverage providing twice the annual salary of the employee.
- 18.04 For each eligible employee who participates in the Dental Plan (basic coverage), the Board shall pay 85% of the premium costs.
- 18.05 For each eligible employee who participates in the Plans as per 18.02, 18.03 and 18.04 and who regularly works less than fifty (50) percent of the hours of a full-time employee, the Board shall pay 42.5% of the premium costs except for 85% of the premium costs for the Group Life Insurance and AD and D Plan in Article 18.03.
- 18.06 Participation in the Ontario Municipal Employees' Retirement System shall be in accordance with the provisions of the applicable legislation.

18.07 For each eligible employee who participates, the Board shall provide for the payment of premiums for the Ontario Teachers' Plan Long-Term Disability Plan for Administrative and Clerical workers. The employee agrees to pay 100% of the premium cost.

**ARTICLE 19 ■ VACATIONS**

19.01 Employees who normally work thirty-five (35) hours per week for twelve months per year shall be granted vacation according to the following schedule:

- as per the Employment Standards Act for less than one year of service
- two weeks after one or more years of service
- three weeks after five or more years of service
- four weeks after ten or more years of service
- five weeks after fifteen or more years of service
- six weeks after twenty-five or more years of service

19.02 Employees other than those mentioned in 19.01 shall be paid vacation pay in accordance with the Employment Standards Act.

**ARTICLE 20 ■ HOLIDAYS**

20.01 Holidays shall be granted in accordance with the Employment Standards Act except that Christmas Eve Day shall be a paid holiday.

**ARTICLE 21 ■ WORKERS' COMPENSATION**

**21.01** When an employee is eligible for and receives approval by the Workers' Compensation Board and provided that the employee has unused sick leave credits, the Workers' Compensation payment shall be remitted to the Board; the employee shall receive his/her regular pay from the Board, and there shall be a proportional deduction of credits from the employee's unused sick leave credits.

**ARTICLE 22 ■ LEAVES OF ABSENCE**

**22.01** An employee shall be entitled to paid Bereavement Leave of up to three (3) consecutive working days immediately following the death of an employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, son-in-law, daughter-in-law, and grandchildren. In addition, the leave may be extended by no more than two (2) days with the approval of the Director or designate.

**22.02** On the request of President of the bargaining unit and subject to securing a suitable replacement, the Board shall grant unpaid leave of absence to a maximum of ten (10) days per Agreement year for Union business.

**22.03** The Board may grant an employee a leave of absence without pay for a maximum of one (1) year. Subject to continuing eligibility an employee on leave may continue to participate in Employee Benefits pursuant to Article 18 provided that the employee shall pay 100% of the premium costs.



- 22.04 Subject to the discretion of the Business Administrator or designate, the Board may grant an employee up to two (2) days of personal leave with pay per Agreement year and with deduction from sick leave credits.
- 22.05 For absences resulting from quarantine, jury duty, subpoena or summons, there shall be no loss of pay provided that the employee remits to the Board any fee received less any expenses incurred.

**ARTICLE 23 ■ GRIEVANCE PROCEDURE**

- 23.01 A grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 23.02 "Days" shall mean instructional days and time limits may be mutually extended in writing.
- 23.03 An employee who has a complaint concerning the interpretation, application, administration or alleged violation of this Agreement must bring that complaint to the attention of the immediate Supervisor within ten (10) days of when the employee became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. It is understood that no employee has a grievance until the immediate Supervisor has been given an opportunity to review the complaint and verbally reply, which shall be within five (5) days after receipt of the complaint.

**23.04 Grievance Initiation**

Subject to having completed the mandatory complaint stage set out in **23.03**, the employee shall reduce the Grievance to writing, specify the Article or Articles of this Agreement alleged to have been violated and relief sought, sign the Grievance, and then, within ten (10) days of the reply of the immediate Supervisor in **23.03** above, process the Grievance through the following steps in the following sequence.

**STEP 1**

The grievance shall be submitted to the employee's immediate Supervisor. The immediate Supervisor shall reply in writing within five (5) days after receipt of the **Grievance**.

**STEP 2**

Failing settlement being reached in Step 1, the Union Grievance Committee, within ten (10) days of the reply of the immediate Supervisor in Step 1 above, but not thereafter, shall present the Grievance to the Director of Education or designate at a meeting requested for that purpose. The grievor shall have the right to be present at the meeting. The Director of Education or designate shall reply in writing within ten (10) days of the meeting. Failing satisfaction with such reply the Union may within twenty (20) days of the receipt of the reply in Step 2 but not thereafter refer the Grievance to Arbitration.

### 23.05 ***Arbitration***

The party desiring arbitration shall 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 an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected, shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee or the Board affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chair governs. The Arbitration Board, shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Agreement.

- 23.06** Where a dispute involving a question of general application or interpretation of the terms of this Agreement arises, the Union may file a Grievance at Step **2** of the Grievance Procedure provided such grievance must be initiated within twenty **(20)** days of when the Union became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. The Union shall present grievance in writing, specify the Article or Articles of this Agreement alleged to have been violated and relief sought.
- 23.07** When a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall notify the employee of the purpose of the interview in order that the employee may consult with his\her union representative who shall have the right to attend the interview.
- 23.08** No employee who has completed his\her probationary period shall be disciplined, demoted or discharged without just cause.

#### **ARTICLE 24 ■ SALARIES**

- 24.01** The Board shall pay salaries in accordance with Appendix A attached hereto and forming part of the Agreement. Rates have been increased by **1%** effective January **1, 1992**. The increases beyond the foregoing increase were required to achieve pay equity in accordance with the Pay Equity Act. The parties agree that pay equity in accordance with the Act was completely implemented effective January **1, 1991**.

**ARTICLE 25 ■ TRAVEL ALLOWANCE**

25.01 The Board shall pay 26 cents per kilometre travelled or whatever higher rate the Board makes generally applicable for employees who are required to travel on Board business.

**ARTICLE 26 ■ SCHOOL OR BUILDING CLOSURE**

26.01 When a school or building is closed due to inclement weather or other emergency situations the affected employees will not lose pay. For the purpose of administering the school secretarial allocation formula, such paid time shall be considered as time worked.

**APPENDIX A**

| <b>SALARIES 1993</b>                      |                            |                |                |                |                |
|---|----------------------------|----------------|----------------|----------------|----------------|
| <b>CLASSIFICATION</b>                     | <b>YEARS OF EXPERIENCE</b> |                |                |                |                |
|   | <b>0</b>                   | <b>1</b>       | <b>2</b>       | <b>3</b>       | <b>4</b>       |
| <b>Receptionist</b>                       | <b>\$ 9.60</b>             | <b>\$10.10</b> | <b>\$10.58</b> | <b>\$11.08</b> | <b>\$11.57</b> |
| <b>Secretaries<br/>(Office or School)</b> | <b>10.85</b>               | <b>11.41</b>   | <b>11.97</b>   | <b>12.51</b>   | <b>13.08</b>   |
| <b>Special Education<br/>Secretary</b>    | <b>11.56</b>               | <b>12.14</b>   | <b>12.75</b>   | <b>13.33</b>   | <b>13.93</b>   |
| <b>Payroll Clerk</b>                      | <b>12.44</b>               | <b>13.38</b>   | <b>14.32</b>   | <b>15.25</b>   | <b>16.19</b>   |
| <b>Educational<br/>Assistant 1</b>        | <b>12.56</b>               | <b>13.08</b>   |                |                |                |
| <b>Educational<br/>Assistant 2</b>        | <b>13.58</b>               | <b>14.09</b>   |                |                |                |

**LETTER OF UNDERSTANDING**

06 April 1993

**Mrs. Kim Palermo,**  
Local President,  
Ontario Secondary School Teachers' Federation.

Dear **Mrs. Palermo,**

This will serve to confirm our mutual understanding of the following matters as a result of our recent bargaining:

1. The Board agrees that the Union shall be entitled to use the Board courier service to facilitate communications with the bargaining unit membership.
2. Certain terms and conditions of employment (L.T.D., Sick Leave and Vacations) for the Payroll Clerk are superior to those outlined in the Agreement. The Payroll Clerk shall continue to be entitled to those provisions as long as she is continuously employed in that classification. Any new incumbent in that classification would be entitled to the terms and conditions as outlined in the Agreement then in effect.
3. The Board agrees that the incumbent receptionist shall continue to be paid at the classification of SECRETARY as long as she is continuously employed as receptionist.

Yours truly,

:bg

**Robert Vanwynsberghe,**  
Chairman, Personnel Committee.



In WITNESS THEREOF each of the Parties has caused this Agreement to be signed by their duly authorized officials or representatives, as of the \_\_\_\_\_ day of \_\_\_\_\_ 1993.

**FOR THE UNION:**

**FOR THE BOARD:**

\_\_\_\_\_

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_