

A

COLLECTIVE AGREEMENT

BETWEEN

THE WELLINGTON COUNTY BOARD OF EDUCATION

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
Representing District 39, Secretarial/Clerical Bargaining Unit

January 1, 1994 - December 31, 1994

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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

- 1:01 It is the purpose of the parties to this Agreement (hereinafter referred to as "the Agreement") which represents the entire negotiated Collective Agreement between the parties, to set forth certain terms and conditions of employment, including compensation and to provide for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- 1:02 It is the desire of the parties to strive to maintain a harmonious relationship between the parties and to co-operate to the fullest extent to provide educational services.

ARTICLE 2 - TERM OF AGREEMENT

- 2:01 This Agreement shall be in effect from the 1st day of January, 1994 to the 31st day of December, 1994 and shall continue from year to year unless either party gives notice, in writing, to the other, not less than thirty (30) days, nor more than ninety (90) days prior to the expiry date hereof, of that party's intention to review the Collective Agreement with or without modification, or to make a new Collective Agreement.
- 2:02 During the term of this Agreement, amendments to any of the Articles herein, together with date of implementation, shall be made, in writing, and only by mutual consent of the parties.

ARTICLE 3 - RECOGNITION

- 3:01 (a) The Board recognizes the Union as the exclusive bargaining agent for all Secretarial and Clerical employees that are covered by the Collective Agreement save and except supervisors, persons above the rank of supervisor, Secretary to the Director, Secretaries to the Standing Committees, Secretary to the Board, Secretary to the Superintendent of Finance, Secretary to the Superintendent of Operations, Administrative Assistant - Employee Benefits, Administrative Assistant - Human Resources, Human Resources Clerk/Typist,

Secretary to the Labour Relations Officer, Secretary to the Superintendent of Human Resources, temporary employees, students employed during the school vacation period, students employed pursuant to a co-operative training program in conjunction with a school, college or university, students attending school on a full-time basis and any other employees for whom any trade union holds bargaining rights.

(b) Excluded employees will not perform work which is the exclusive function of bargaining unit employees except under the following circumstances:

- i) when bargaining unit employees who regularly perform such work are absent or not available.
- ii) when bargaining unit employees who regularly perform the work are assigned to other duties.
- iii) when an overload situation occurs in a particular area of the office.
- iv) when training or instruction of employee(s) so requires.

3:02 The Union recognizes the negotiating committee of the Board as the body competent to represent the Board and negotiate on its behalf.

3:03 Both the Union and the Board recognize the right of each other to have advisors, agents, counsellors, solicitors, or any other duly authorized representatives to represent them in all matters pertaining to the negotiation and administration of this Agreement.

3:04 The Union shall inform the Board, in writing, of the names of its elected or appointed Executive and/or committee members prior to September 1st of each year.

3:05 A Labour/Management Co-operative Committee shall be established with no more than four (4) representatives of each of the Union and of management to discuss matters of concern. The committee will meet at the request of either party at a time mutually agreed upon.

3:06 Matters that have been discussed at a Labour/Management Co-Operative Committee and remain unresolved may be directed to a Union/Trustee Relations Committee comprised of no more than three (3) representatives from each party.

3:07 In the event of a new permanent job classification being established which is not already covered within the scope of another Collective Agreement, and which has a similar community of interest to positions within the Secretarial/Clerical unit, the Union and the Board shall meet to discuss the appropriate bargaining unit for the new classification. It is understood that, if the position could be placed in one of several bargaining units, that a meeting will be called of all involved parties to discuss this issue. If the parties are unable to resolve this issue, an individual party may request the Ontario Labour Relations Board to determine this issue. This clause does not pertain to positions in which the incumbent would not be deemed to be an employee under the Ontario Labour Relations Act.

ARTICLE 4 - DEFINITIONS

- 4:01 "Board" means The Wellington County Board of Education.
- 4:02 "District 39" means the organization of the Ontario Secondary School Teachers' Federation which is authorized to represent Secretarial/Clerical employees.
- 4:03 "Federation" or "Union" means the Ontario Secondary School Teachers' Federation.
- 4:04 "Member" means a member of the bargaining unit representing Secretarial/Clerical employees.
- 4:05 "O.S.S.T.F." means the Ontario Secondary School Teachers' Federation.
- 4:06 "Employee" or "Bargaining Unit Employee" means a person employed by the Board who is a member of the bargaining unit described in clause 3:01 of this Agreement.
- 4:07 "Full-Time Twelve (12) Month Employee" shall mean a person employed by the Board who is a member of the bargaining unit and who works regularly thirty-five (35) hours per week for fifty-two (52) weeks of the year.
- 4:08 "Full-Time Ten (10) Month Employee" shall mean a person employed by the Board who is a member of the bargaining unit and who works regularly thirty-five (35) hours per week from the last week of August to the first week in July each year and who may work additional periods during July and August as authorized by the Board.

4:09 "Part-Time Employee" shall mean a person employed by the Board who is a member of the bargaining unit and who works regularly less than thirty-five (35) hours per week on either a fifty-two (52) week or forty-five (45) week basis.

4:10 "Temporary Employee" means a person employed by the Board who:

- i) works on a temporary, day-to-day or intermittent basis; or
- ii) is employed for a definite term or for a specific task which is not lasting or continuing; or,
- iii) is hired to replace an employee absent for a period of less than one (1) year.

4:11 "Plural Terms" - wherever the singular is used it shall be deemed to include reference to the plural, wherever applicable.

4:12 "Working Week" - The regular work week shall consist of five (5) days of seven (7) hours each from Monday to Friday inclusive, for a total of thirty-five (35) hours per week.

ARTICLE 5 - MANAGEMENT RIGHTS

5:01 The Union recognizes that the management of the Board and direction of the working forces are fixed exclusively in the Board and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Board to:

- (a) maintain order, discipline and efficiency.
- (b) hire, retire, assign, direct, promote, demote, classify, transfer, lay-off, recall, suspend, discharge or otherwise discipline employees. A claim that an employee has been disciplined or discharged without just cause may be subject to a grievance and dealt with as hereinafter provided.
- (c) make, enforce and alter from time to time rules, regulations and policies to be observed by the employees, provided that no change shall be made by the Board in such rules, regulations and policies without prior notice to, and discussion with, the Union.

5:02 The Board agrees that the provisions of this Article do not preclude representation and consultation by the

Board and the Union concerning any matter.

5:03

The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age; ancestry; citizenship; colour; creed; ethnic origin; family status; handicap; marital status; place of origin; race; record of unrelated offenses; relationship, association or dealings with persons identified by one of the other prohibited grounds; sex; and sexual orientation; nor by reason of an employee's activity or lack of activity in the Union.

ARTICLE 6 - UNION MEMBERSHIP AND CHECK-OFF

- 6:01 All employees shall, as a condition of employment, maintain their Union membership to the extent of paying union dues. All new employees shall join the Union within thirty (30) days of employment.
- 6:02 On each pay date on which an employee receives a pay cheque, the Board shall deduct from each employee's pay the union dues. The district levy will be deducted in the amounts and on the dates as agreed with the Federation. The amount to be deducted shall be determined by the Union in accordance with its constitution and shall be communicated to the Board annually no later than June 30th of each year to be effective the following September.
- 6:03 No later than the 15th day of the month following the month in which deductions are made under this Article, the provincial union dues deducted shall be remitted to the Treasurer of the Federation at 60 Mobile Drive, Toronto and the Treasurer of District 39, OSSTF if so directed in writing by the Federation. Such remittance shall be accompanied with a list identifying the employees, and denoting where an employee has worked less than the full pay period.
- 6:04 The Union agrees to indemnify and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making Union dues deductions.

ARTICLE 7 - JUST CAUSE

- 7:01 No permanent employee shall be demoted, disciplined, or suspended with or without pay, or discharged without just cause.

ARTICLE 8 - GENERAL RIGHTS

- 8:01 Employees shall be provided with a current Collective Agreement by the Board.
- 8:02 An employee having made a written request to the Superintendent of Human Resources may review his/her personnel file. Such review may be made at a time mutually arranged between the Superintendent of Human Resources and the employee concerned, during normal business hours, and either party to this Agreement may

request that the employee be accompanied by one member of the Union local. Should the employee dispute the accuracy or completeness of the information contained in the file, the Board shall, upon receipt of a written request by the employee stating the alleged inaccuracy, either confirm or amend the information, where possible.

8:03 Where two (2) years have elapsed since the recording of a disciplinary notation on an employee's file, the employee may request that such disciplinary notation be reviewed. Such notation may be removed from the file with the mutual consent of the employee and the Superintendent of Human Resources, or their designates.

8:04 An employee, subject to disciplinary action for whatever cause, shall be informed in writing of the disciplinary action stating the reasons for such action.

8:05 A copy of any written disciplinary action taken shall be forwarded to the Union President.

8:06 The Board shall forward to employees by mail their record of earnings within five (5) days of their last day of work.

ARTICLE 9 - PROBATIONARY PERIOD

9:01 Employees newly hired by the Board to fill permanent vacancies covered by the Collective Agreement shall be considered probationary employees during the first three (3) months of continuous employment, after which they shall be considered permanent. At the conclusion of the probationary period, the employee's name shall be added to the appropriate seniority list, with service shown retroactive to the first day of employment.

ARTICLE 10 - STRIKES AND LOCKOUTS

10:01 The Board agrees that there shall be no strike or lockout during the life of this Agreement. The terms "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 11 - COMMUNICATIONS

11:01 All official communications between the parties arising out of this Agreement or incidental thereto

shall pass between the Superintendent of Human Resources, or designate, of the Board and the President of the Union.

Copies of such communication shall be provided by the sender to the appropriate superintendent(s) at the same time as the correspondence is exchanged between the parties.

ARTICLE 12 - HOURS OF WORK

12:01 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked.

12:02 The normal work week will be thirty-five (35) hours per week consisting of five (5) days of seven (7) hours each as presently established.

12:03 (a) The normal starting and stopping times will be 8:30 a.m. to 4:30 p.m. with a one (1) hour lunch break. The parties recognize that some flexibility in starting and stopping times may be necessary in work locations, at the discretion of the principal/supervisor, in order to provide a continuing service. This flexibility will be based on the seven (7) hour day and thirty-five (35) hour week.

(b) All ten (10) month employees shall work the full week before school officially commences. An additional five (5) working days may be worked at any time throughout the year as may be required by the immediate supervisor in conjunction with the Labour Relations Officer.

(c) When ten (10) month employees are required to work any time between school closing and re-opening, these employees are entitled to work summer hours as extended to twelve (12) month employees.

(d) The Secretarial/Clerical staff in the Continuing Education Department shall be required to work modified times as set out by the Continuing Education Principal to meet anticipated needs. These staff will be required to work as follows:

Administrative Secretary - 37 hours per week
Overtime will be paid in accordance with Article 14 of this Agreement.

12:04 During the period of the Christmas Holiday and

mid-winter break, the hours of work will be reduced by one-half (1/2) hour each day beginning the day after school closes and ending the day before school reopens.

12:05

Summer Hours

It is understood and agreed that arrangements regarding summer hours are within the sole discretion of the Board and are subject to change.

A flexible hours work week for employees covered by this Collective Agreement may be approved during the summer period from the day the school year ends to the day the school year begins. Under this plan employees, in consultation with the principals or supervisors concerned, will be able to select their hours of work as follows:

- (a) four (4) days of seven and one-half (7 1/2) hours each to be completed between 8:30 a.m. and 5:00 p.m. (Lunch period may be either one (1) hour or one-half (1/2) hour with quitting time adjusted accordingly.) This would allow a choice of either Monday or Friday off.
- (b) five (5) days of six (6) hours each to be completed between 8:30 a.m. and 4:00 p.m. with one and one-half (1 1/2) hours for lunch.
- (c) five (5) days of six (6) hours each to be completed between 8:30 a.m. and 4:00 p.m. with one (1) hour for lunch.
- (d) five (5) days of six (6) hours each to be completed between 8:30 a.m. and 4:00 p.m. with one-half (1/2) hour for lunch.

Under the terms of this plan, the following rules will apply:

- i) All employees must be prepared to specify the hours they intend to work and adhere to them. The hours will be worked out to the satisfaction of the principal or supervisor concerned and no changes will be accepted without mutual agreement.
- ii) An "Hours of Work Schedule" must be completed for each employee and a copy returned to the Human Resources Department.
- iii) It is recognized that certain employees will be unable to alter their hours because of the requirements of that particular position. That

type of position will remain on the working hours presently fixed for it.

- iv) Board Office staff shall arrange their work schedules so that departments are covered by at least one (1) person, Monday to Friday of each week.
- v) All absences will be reported in the usual manner.
- vi) Employees shall be given a lunch break of not less than thirty (30) minutes.

The provisions for summer hours as noted above shall apply to employees working half-time or more on a pro-rated basis.

ARTICLE 13 - SALARY SCHEDULE

13:01 (a) Salaries for twelve (12) month employees shall be paid in accordance with the salary schedule and shall be payable bi-weekly. (Appendix D)

- (b) Persons employed on a ten (10) month basis shall have their salaries paid in the same manner as twelve (12) month employees, except that their salary will cease with the closing of school at the end of the school year and begin bi-weekly when they return for the opening of school in the new school year. Additional secretarial assistance will be paid when worked.

13:02 Payment shall be made by Direct Deposit to the banking institution and account number specified by the individual employee.

- (a) Step increases for satisfactory service will be granted on the recommendation of the supervisor and will take effect with the first complete pay period in January of each year until the maximum is reached. If there has been leave of absence without pay during the preceding calendar year, the total of which exceeds six (6) months, then the employee will not be entitled to a step increase until the next anniversary date.

It is understood that, if a step increase is withheld because of job performance concerns, the Board must have supporting documentation to substantiate the fact that the employee has not been performing at a satisfactory level.

- (b) A new employee who starts before July 1st of any year will receive the full step adjustment for satisfactory performance the following January.

- (c) Those new employees who start after July 1st but before October 1st, will receive one-half (1/2) of the step adjustment in January and the remainder after six (6) months of service.

13:03 A secretary who has successfully completed, in full, the Certified Professional Secretary Course shall be paid an allowance of three hundred dollars (\$300) a year. The secretary shall submit proof of successful completion of the Certified Professional Secretary Course to the Human Resources Department. The Superintendent of Human Resources, or designate, will review the documentation, and providing the documentation is acceptable, will implement the allowance.

13:04 An employee who is promoted to a position in a higher classification or whose position is re-classified to a higher level, shall receive a salary increase equal to one (1) increment of the higher classification or an amount equal to the difference between the employee's existing salary and the minimum of the level to which the employee is transferred, whichever is the greater. If the increment added to the employee's existing rate of pay establishes a rate of pay which falls between increment levels on the salary schedule, the employee will be placed on the next higher increment level.

13:05 New employees will be hired at the minimum of the job level, unless extensive related experience as evaluated by the Human Resources Department justifies a starting salary above the minimum of the salary range. Such starting salary shall not exceed one (1) level below the maximum of the range.

ARTICLE 14 - OVERTIME

When deemed necessary and authorized by the immediate supervisor, an employee shall be paid for overtime as follows:

- 14:01 (a) i) at the regular hourly rate for more than thirty-five (35) hours and up to and including forty (40) hours in any one week.
ii) at time and one-half (1 1/2) for hours worked beyond forty (40) hours in any one (1) week.
iii) beyond forty (40) hours in any one (1) week, hours worked on Sunday will be paid at double time. It is understood that working on Sundays will only

apply in emergency situations defined by the Board.

- iv) overtime worked on a statutory holiday will be paid in accordance with the Employment Standards Act.

For the purposes of overtime, a week is considered to start on Monday and finish on Sunday.

- (b) An employee shall be given an opportunity to accumulate hours at the given rates in (a) i), ii), and iii), but not iv), for any time worked over and above thirty-five (35) hours in any one (1) week. These hours may be taken as paid time off at a time mutually agreed upon between the employee and the immediate supervisor.
- (c) The maximum number of hours that may be taken in lieu time at any one time will be thirty-five (35) at a time mutually agreed upon between the employee and the immediate supervisor. Any overtime hours still owing to an employee as of December 31st will be paid in full no later than the last pay period in January of the following year.

ARTICLE 15 - RELIEVING IN ANOTHER JOB CLASSIFICATION

- 15:01 (a) When an employee is assigned to relieve in a position of higher job classification, the employee will be paid the appropriate higher rate effective the start of the first day after having relieved in the higher position for three (3) consecutive days.
- (b) When an employee is detailed to relieve in a position at a lower level for any period, the employee's regular rate of pay shall be maintained.

ARTICLE 16 - SECRETARIAL STAFFING - ELEMENTARY SCHOOLS

16:01 By the end of October in each year, the Labour Relations Officer shall inform the President of the Union, in writing, that the Elementary Staffing has been, or is in the process of being, implemented, according to the formula outlined in clause 16:02, using September 30th figures for the current school year.

16:02 Secretarial staffing for elementary schools shall be as follows:

SECRETARIAL STAFFING - ELEMENTARY JUNIOR FORMULA

(includes K-8 schools)

Base: Enrolment of 250 students = 1.0 +

<u>Extra K-6 (Using total K-6 enrolment*)</u>	<u>Extra 7 & 8 (Using total 7 & 8*)</u>	<u>Identified (Using Ident. stnts.)</u>	<u>Library (Using total enrolment)</u>
251-290 = .1	0-24 = 0.0	0-24 = 0.0	0-399 = 0.0
291-330 = .2	25-49 = 0.1	25-49 = 0.1	400-500 = 0.2
331-370 = .3	50-74 = 0.2	50-74 = 0.2	501-600 = 0.3
371-410 = .4	75-99 = 0.3	75-99 = 0.3	601-700 = 0.4
411-450 = .5	100-124 = 0.4	100-124 = 0.4	
451-490 = .6	125-149 = 0.5	125-150 = 0.5	
491-530 = .7	150-174 = 0.6		
531-570 = .8	175-199 = 0.7		
571-610 = .9	200-224 = 0.8		
611-650 = 1.0	225-249 = 0.9		
651-690 = 1.1			

* which includes Special Education enrolment.

Note: Those schools below base (250 students) are entitled to one (1) full-time secretary but do not qualify for additional support.

SECRETARIAL STAFFING - ELEMENTARY SENIOR FORMULA

Base: Enrolment of 250 students = 1.0 +

<u>Extra 7 & 8 (Using total 7 & 8*)</u>	<u>Identified (Using Ident. stnts.)</u>	<u>Library (Using total enrolments)</u>
251-275 = .1	0-24 = 0.0	0-399 = 0.0
276-300 = .2	25-49 = 0.1	400-500 = 0.2
301-325 = .3	50-74 = 0.2	501-600 = 0.3
326-350 = .4	75-99 = 0.3	601-700 = 0.4
351-375 = .5	100-124 = 0.4	
376-400 = .6	125-150 = 0.5	
401-425 = .7		
426-450 = .8		
451-475 = .9		
476-500 = 1.0		

* which includes Special Education enrolment.

Note: Those schools below base (250 students) are entitled to one (1) full-time secretary but do not qualify for additional support.

ARTICLE 17 - SECRETARIAL STAFFING - SECONDARY SCHOOLS

17:01 By November 30th in each year, the Labour Relations Officer shall inform the President of the Union, in writing, of the status of secondary staffing allocations by school for the current school year.

17:02 Secretarial staffing for secondary schools shall be as follows:

SECONDARY SECRETARIAL STAFFING FORMULA

Each secondary school in the county will receive secretarial staff on the basis of the following criteria. It is the principal's responsibility to allocate the secretarial time allocated to the school to those areas/functions which he/she deems necessary. All enrolment data is based on the Principal's Report as of the last school day in October.

- (a) Principal's secretary - 1.0 per school
- (b) Vice-Principal's secretary - 1.0 per Vice-Principal

(c) Guidance secretary based on the following formula:

<u>Enrolment</u>	<u>Secretarial Time</u>
0 - 800	0.5
> 800	1.0

(d) Library secretary based on the following formula:

<u>Enrolment</u>	<u>Secretarial Time</u>
0 - 399	0.0
400 - 500	0.2
501 - 600	0.3
601 - 700	0.4
701 - 800	0.5
801 - 900	0.6
901 - 1000	0.7
1001 - 1100	0.8
1101 - 1200	0.9
over 1200	1.0

(e) Co-operative Education secretary - based on the following formula:

<u>Semester I, II # of Students Enrolled in Co-op Program/ Work Experience Program</u>	<u>Secretarial Time</u>
0 - 49	0
50 - 150	0.5
> 150	1.0

(f) Special Education secretary - based on the following formula:

<u># of I.P.R.C. Students in School</u>	<u>Secretarial Time</u>
0 - 24	0.0
25 - 49	0.1
50 - 74	0.2
75 - 99	0.3
100 - 124	0.4
125 - 149	0.5
150 - 174	0.6
175 - 199	0.7
200 - 224	0.8
225 - 249	0.9
over 249	1.0

(g) General secretary - based on the following formula:

<u>School Enrolment</u>	<u>Secretarial Time</u>
< than 600	0.5
601 - 900	1.0
901 - 1500	1.5
> than 1500	2.0

vacation, a day in lieu of that holiday will be given either with the employee's vacation or at a time mutually agreed upon. Paid holidays not taken in lieu time will be paid at the end of the school year.

19:05 On termination of employment, the Board reserves the right to pay outstanding vacation pay, less any amount of vacation pay previously paid.

19:06 Where an employee is absent for any reason, which absence is unpaid by the Board, for a total of sixty (60) working days or more in a vacation year, the Board reserves the right to pro-rate the vacation and vacation pay entitlement.

ARTICLE 20 - VACATION ENTITLEMENT

20:01 **Twelve (12) Month Employees**

Service as of June 30 of the Vacation Year

- (a) Less than 1 year.....1 day/month to a maximum of 10
 - 1 year but less than 3 years.....2 weeks (10 days)
 - 3 years but less than 10 years.....3 weeks (15 days)
 - 10 years but less than 18 years.....4 weeks (20 days)
 - 18 years but less than 25 years.....5 weeks (25 days)
 - 25 years or more.....6 weeks (30 days)

- (b) If an employee's anniversary date entitling the employee to vacation in accordance with clause 20:01 (a) falls after the 30th of June, the employee will not be required to wait a year before being entitled to the extra week vacation, but will receive vacation on this basis:

<u>Anniversary Date Falls In</u>	<u>Extra Days to be Added to Current Entitlement as of June 30th</u>
i) July, August, September	5 days
ii) October, November, December	4 days
iii) January, February, March	3 days
iv) April, May, June	2 days

(i.e. an employee who now gets two (2) weeks vacation and whose anniversary date for three (3) weeks vacation falls in October, would be entitled to two (2) weeks and four (4) days total vacation.)

20:02 **Ten (10) Month Employees**

- (a) Vacation entitlement shall be the same as that for twelve month employees as detailed in clause 20:01 (a).

- (b) Christmas holidays and mid-winter break are part of the above allotted vacation periods for all ten (10) month employees. If an employee does not have sufficient years of service to qualify for payment for the full vacation period, any excess will be taken as time off without pay. Any additional vacation entitlement will be paid at the end of the school year in which the employee has earned the vacation.

- (c) Anniversary entitlement shall be the same as that for twelve (12) month employees as detailed in clause 20:01 (b).
- (d) The Board will provide each ten (10) month employee with a statement of his/her vacation entitlement prior to the end of June.

ARTICLE 21 - TEMPORARY EMPLOYEES

21:01 When an employee is absent, the principal/supervisor may call in a temporary employee to provide coverage.

ARTICLE 22 - BENEFITS - BOARD AND EMPLOYEE SHARED PREMIUMS

22:01 **Full-Time Employees**

- (a) Effective January 1, 1993, the Board will pay one hundred percent (100%) of the premium costs of the following employee benefits:
 - i) Extended Health, \$.35 Drug Plan, Vision Care \$175.00 every two (2) years effective January 1, 1993.
 - ii) Hearing Care - \$300.00 every four (4) years.
 - iii) Private Hospital Room.
 - iv) Group Life Insurance (with A.D. & D.) at two (2) times salary, effective August 1, 1991.
 - v) Dependent Group Life Insurance.
- (b) Effective January 1, 1993, the Board will pay ninety percent (90%) of the premium costs of the following employee benefit:
 - i) Dental Plan - Effective January 1, 1993, the reimbursement shall be based on the O.D.A. fee schedule for the previous year.
- (c) It shall be a mandatory condition of employment that all new full-time employees of the Group participate in the Dental Plan and the Group Life Insurance Plan. A description of the above-mentioned benefits is contained in the booklet "Wellington County Board of Education Group Insurance Program", effective September 1, 1989.
- (d) The Board will continue to contribute its share of benefit premiums for ten (10) month employees during the summer.

22:02 **Part-Time Employees**

- (a) For employees working .5 or more but less than full-time, the Board will pay the applicable Board's share of the premiums, pro-rated, for the benefit plans listed in clause 22:01 with the exception of Group Life Insurance.
- (b) The Board will pay one hundred percent (100%) of the premium for the Group Life Insurance only for part-time employees whose duties constitute one-half (.5) of the working week or more.
- (c) It shall be a mandatory condition of employment that all new part-time (.5 or more) employees participate in the Group Life Insurance Plan.

22:03 It shall be a mandatory condition of employment that all new employees half-time or more participate in the Extended Health and

Dental Plan and the Group Life Insurance Plan. Employees who have Extended Health and Dental Plan coverage through the employee's spouse may be exempted from participating in the Board's Extended Health and Dental Plans.

ARTICLE - 23 BENEFITS - EMPLOYEE PAYS ALL PREMIUMS

- 23:01 (a) For all employees working half-time or more, the Board will make available and administer a group Long Term Disability Insurance Plan providing a benefit of sixty percent (60%) less contributions of the employee's basic wage rate with provision for escalation when wage rates are changed.
- (b) It shall be a mandatory condition of employment that all employees working half-time or more participate in the Long Term Disability Insurance Plan.
- (c) Subject to the approval of the carrier of the Long Term Disability Insurance Plan, an employee who is on leave of absence from the Board and becomes disabled shall receive benefits based on:
- i) in the case of an employee on an unpaid leave of absence, the salary the employee was receiving immediately prior to taking the leave, and
- ii) in the case of an employee on a paid leave of absence, or a self-funded leave of absence, the salary the employee would be entitled to (as at the date of the disability) if the employee had been continuously at work.
- (d) Employees receiving benefits under the Long Term Disability Insurance Plan will have their employee benefits premiums paid for by the Board during the period they are receiving benefits under the Long Term Disability Insurance Plan.
- (e) Providing the employee has completed the required documentation and subject to the approval of the carrier of the Long Term Disability Insurance Plan, benefits are to begin after a qualifying period of one hundred and twenty (120) calendar days for twelve (12) month employees and eighty (80) working days for ten (10) month employees.
- 23:02 (a) **Voluntary Group Life Insurance**
- Additional life insurance (with A.D. & D.) is available to all employees at one (1) times, two (2) times or three (3) times annual salary. Medical evidence must be submitted and approved by the insurance company.
- (b) The total amount of Life Insurance for Basic and additional life insurance combined shall not exceed \$600,000.
- 23:03 Effective May 12, 1993, if not prevented by a technicality or a term or condition laid down by the carrier, the benefit package is available to all part-time employees working less than half-time with the full premium for each benefit being paid by the employee. It is understood that current employees who wish to assume this coverage will be required to provide evidence of insurability.
- 23:04 Employees retiring prior to age sixty-five (65) will have the

option of continuing in all applicable employee benefits up to the age of sixty-five (65) years at their own cost.

ARTICLE 24 - BENEFITS - TERMINATION DATE

24:01 Coverage for the various benefits in which the employee participates will be effective on the date shown on the insurance certificate provided that the employee is actively at work on that date. Should the employee be absent from work on that date, excluding absence due solely to a paid vacation or paid holiday, the insurance will take effect when the employee returns to work.

24:02 Health benefits will terminate on the last day of the month in which the employee terminates employment provided premiums have been paid for that month. Health benefits will also terminate when the insurer refuses to continue the coverage of an individual employee.

ARTICLE 25 - ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM (OMERS)

25:01 It shall be a mandatory condition of employment that all employees participate in the Ontario Municipal Employees Retirement System, subject to the terms and conditions laid down by OMERS.

ARTICLE 26 - WORKERS' COMPENSATION

26:01 An employee in receipt of a Workers' Compensation award for injuries suffered during the course of employment shall continue to receive the employee's normal salary or wages while absent on compensation provided the employee has sick leave credits remaining.

The Board shall deduct a quarter (1/4) day from the employee's accumulated sick leave balance for each day the employee is absent on compensation to represent the approximate difference between the employee's salary and the payment the Board receives from the Workers' Compensation Board.

In the event that sick leave credits are exhausted, the employee will receive the Workers' Compensation Award directly.

ARTICLE 27 - JOB POSTING PROCEDURES

27:01 All permanent vacancies in The Wellington County Board of Education that the Board desires to fill:

- (a) will be posted for bargaining unit employees for a minimum of seven (7) working days. Interviews of those qualified permanent employees who apply for the position will be held before said positions are filled.
- (b) written notice of all vacancies and postings will be provided to the President of the Union.
- (c) In making promotions or filling vacancies, the skill, knowledge and efficiency of the employees concerned shall be the primary consideration and where, in the opinion of the Board, such qualifications are relatively equal, seniority shall be the determining factor.

- (d) If a grievance is filed pertaining to a job posting decision and such decision is subsequently reversed, employees who have been promoted or transferred as a result, will be returned to their former positions.
- (e) The three (3) subsequent vacancies, if any, created by an appointment through this procedure shall be posted for five (5) days prior to the filling of such subsequent vacancies and further vacancies subsequently created by this procedure need not be posted.
- (f) During the summer months, the normal job posting procedure will apply except that job postings will not be sent to elementary schools. Instead, the Human Resources Department will send a copy of job postings for positions within the bargaining unit to elementary school secretarial employees who submit a request for copies of the postings. Elementary school secretarial employees who wish to receive copies of job postings must send a letter to the Human Resources Department, which must be received by the Human Resources Department prior to June 15th, requesting the job postings and indicating the address to which the postings should be sent.

27:02 All temporary vacancies of more than ten (10) weeks and less than one (1) year which the Board desires to fill shall be advertised as outlined above.

27:03 When an employee has been on Long Term Disability for a period of one (1) year and the physician's report indicates that the employee is still unable to work, if the Board desires to fill the position, the position shall be posted in the normal manner.

27:04 The Labour Relations Officer shall inform the President of the Union monthly, in writing, of the name, location and job classification of all hirings, lay-offs, re-classifications, permanent transfers, recalls, retirements and terminations of employees.

ARTICLE 28 - ABSENCES AND LEAVES WITH PAY

28:01 In the following situations, the employee may be absent without loss of salary and cumulative sick leave:

(a) **Bereavement Leave**

In cases of personal bereavement, an employee will be granted leave as follows:

- i) Immediate family - spouse, son, daughter, mother, father, mother-in-law, father-in-law - up to five (5) days.
- ii) Sister, brother of employee or spouse - up to three (3) days.
- iii) Other bereavement - at the sole discretion of the Board and upon recommendation of the immediate supervisor and Labour Relations Officer.

28:02 An employee's salary shall be paid without deduction from sick leave credits when the employee is absent from duty for any of the following reasons:

- (a) Quarantine or other order of medical health authorities;
- (b) Jury duty or duty as a witness in any court to which the employee has been summoned by subpoena in any proceedings. The employee shall pay to the Board any fees, exclusive of travelling allowances and living expenses received as juror or witness;
- (c) As a plaintiff or defendant, and such sick leave credits deducted or not deducted to be at the discretion of the Director of Education.
- (d) Leaves of absence due to legal commitments will only be approved where proper notice has been given to the Board and proof of the necessity for leave has been submitted.

28:03 Miscellaneous leave, up to a maximum of five (5) days in any one school year other than that limited to five (5) days in clause 28:01, may be granted by the Superintendent of Human Resources without loss of pay or deduction of sick leave credits for the purpose of:

- (a) writing university or similar examinations - one (1) day leave for each examination to a maximum of two (2) days per year;
- (b) attending the employee's own graduation - up to one (1) day per year;
- (c) attending the graduation of an immediate family member - up to one (1) day per year;
- (d) caring for a member of the employee's immediate family in the case of serious illness - up to two (2) days per year. This leave may be extended, under exceptional circumstances, on the recommendation of the immediate supervisor and subject to the approval of the Labour Relations Officer.

28:04 **Inclement weather**

Each employee may be granted necessary days leave during inclement weather, without loss of pay, on the recommendation of the immediate supervisor and subject to the approval of the Labour Relations Officer. It is understood that, after attempting to travel to their own work location, and failing to do so, employees should provide assistance at a Wellington County Board of Education work location closest to their residences.

28:05 **Federation Leave**

Members of the Executive and elected representatives may attend conferences, workshops and seminars to a maximum of ten (10) days total in a calendar year. All requests to attend such conferences, workshops and seminars are subject to the approval of the Labour Relations Officer. The Board shall pay these members their regular salary while attending conferences, workshops and seminars and shall be reimbursed by the Federation for that salary.

28:06 **Miscellaneous Leaves**

Allowance of one (1) day per calendar year for the employee's own personal moving of residence; the employee's own wedding, or wedding of son or daughter of the employee or spouse. Leave for other reasons shall be at the discretion of the Board.

ARTICLE 29 - LEAVE OF ABSENCE WITHOUT PAY

29:01 (a) Leave of absence without pay for up to one (1) year may be granted by the Board on the recommendation of the Labour Relations Officer. Upon return from leave of absence, the employee shall be placed in the same position or, if that is not possible, an equivalent position or, if such placement is not possible, shall be placed in the most appropriate position available.

In the event that an employee is placed in a position which is in a different salary classification from the employee's previous salary classification, the employee shall be paid at the salary step within the range of the new classification which would most closely approximate the rate of pay the employee was receiving in his/her previous position.

- (b) An employee shall apply in writing to the Labour Relations Officer for a leave of absence without pay three (3) months prior to beginning the leave.
- (c) A leave of absence granted by the Board may be extended for further periods.
- (d) If an employee decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of the decision.
- (e) An employee may at his/her expense maintain employee benefits. The responsibility for making these arrangements rests with the employee.

ARTICLE 30 - SELF-FUNDED LEAVE PLAN

30:01 **Description of Plan**

- (a) The employee-funded leave shall afford an employee the opportunity to enter into an agreement with the Board to take a one (1) year self-funded leave in the last year of an individual's three (3), four (4) or five (5) year agreement. In each of these years, the employee agrees to be paid a percentage of the salary normally paid to the employee as per the salary schedule in effect for those periods.
- (b) Any employee having three (3) years service with the Board is eligible to participate in the plan.
- (c) An employee must make written application to the Board on or before May 1st if for a school year leave or on or before October 1st if for a calendar year leave, requesting permission to participate in the plan.
- (d) Written acceptance, or denial, of the employee's request, with an explanation, will be forwarded to the employee within ninety (90) days of the original request.
- (e) Approval of individual requests to participate in the plan rests solely with the Board.

30:02 **Financial Provisions**

- (a) An employee participating in the plan shall be eligible for any

increase in salary and benefits that would have been received had the employee not been in the plan, including full credit for seniority and increment during participating years prior to the leave year. During the leave year, however, credit will be received for seniority only.

- (b) Sick leave credits shall not accumulate during the year spent on leave.
- (c) Income tax shall be deducted on the actual monies received by the employee during each of the years of the plan, subject to the Income Tax regulations in effect at that time.
- (d) The employee shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the employee's account shall be the current rate for the savings account at the Bank used by the Board, and be compounded and credited on each pay date in each month. A statement of the employee's account will be issued at the end of each year. Such a statement shall be made available upon request by the employee.
- (e) During the life of the employee-funded leave, the employee's benefits shall be maintained by the Board and the employee concerned as if the employee was receiving one hundred percent (100%) of salary.
- (f) If, upon conclusion of the individual employee's leave plan, the employee's account contains a positive balance, the employee shall receive the excess in payments in a manner mutually agreeable to the Board and the employee. If the balance is negative, the account will be paid by the employee in a manner mutually agreeable to the Board and the employee.
- (g) Pension deductions (The Teachers' Pension Plan or OMERS), are to be continued as required by the appropriate legislation and policies during all years of participation. Employees are responsible for any other arrangements with The Teachers' Pension Plan Board or OMERS.
- (h) An employee may apply in writing to the Board to withdraw from the plan any time prior to May 1st or October 1st of the year in which the leave is to take place, depending on whether the requested leave was for a school year or a calendar year. Upon acceptance of the reasons for withdrawal and within sixty (60) days of receipt of the application to withdraw, the Board shall repay to the employee any monies accumulated, plus interest owed. The monies may be deferred (interest free) upon request of the employee.
- (i) Should an employee die while participating in the plan, any monies accumulated, plus interest owed at the time of death, shall be paid to the deceased's estate.
- (j) The Board and representatives of the Union assume no responsibility for any consequences arising out of the implementation of the plan related to its effect on pension provisions or income tax implications.

- (a) During the self-funded leave year, the employee may engage in such plans of education and employment as the employee chooses.
- (b) Upon return from leave under this plan, the employee shall be returned to the same position or, if that is not possible, an equivalent position, or if such placement is not possible, shall be placed in the most appropriate position available.

In the event that an employee is placed in a position which is in a different salary classification from the employee's previous salary classification, the employee shall be paid at the salary step within the range of the new classification which would most closely approximate the rate of pay the employee was receiving in his/her previous position.

- (c) All employees wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participation will be granted.

ARTICLE 31 - PREGNANCY/PARENTAL/ADOPTION LEAVE

31:01 The best interest of the pupils, the employees and the Board shall be considered in arranging the dates for the commencement and termination of adoptive and pregnancy leave.

31:02 (a) An employee shall arrange with the appropriate supervisor and the Superintendent of Human Resources for the commencement and return from pregnancy leave, in accordance with the provisions of the Employment Standards Act.

(b) Each employee requesting a pregnancy leave shall provide the Director of Education, or designate, with a medical certificate as required by the Employment Standards Act.

(c) i) Adoptive and pregnancy leave may be extended up to two (2) years by arrangement with the Director of Education, or designate, provided agreement is reached at the time the request is made.

ii) For pregnancy leave, unless a specific duration of leave is stated on a certificate from a qualified medical practitioner indicating that the employee is unable to return to work until a later date for medical reasons, the obligation of the Board to reinstate the employee according to subsection 38f(1) and (2) of the above Act ceases seventeen (17) weeks after the beginning of the pregnancy leave, except where subsection 38(2) of the above Act takes precedence.

iii) An employee on an extended adoptive or pregnancy leave shall be placed upon return from leave in the same position, or if that is not possible, an equivalent position, or shall be placed in the most appropriate position available.

(d) Employees returning from adoptive or pregnancy leave, shall neither be placed on a probationary contract, nor shall they be subject to in-service or induction training expected only of a newcomer to the area.

(e) An employee on adoptive or pregnancy leave shall not be entitled to any salary or payment from sick leave credit or accumulation of credit for sick leave during the period of the leave.

31:03

Adoptive Leave

Leave for adoption of a child shall be granted by the Board to an employee. Advance notification of at least three (3) months shall be given to the Board of the intent to adopt, on the understanding that it may be necessary for the employee to commence leave immediately when the child becomes available. Length of such leave beyond the minimum period provided by the Employment Standards Act shall be at the discretion of the Board. The same conditions and restrictions that apply to pregnancy leave also apply to leave for the purpose of adoption. It is understood that adoption leave applies only to the adoption of a child from an adoption agency or a person licensed under the Child Welfare Act.

31:04

Extended Leave Benefits

An employee granted adoptive or pregnancy leave for up to one year's duration shall be allowed to maintain the benefits in Article 22 held immediately prior to the granting of the leave. Premiums for coverage will be paid by the employee and the Board in accordance with Article 22, for up to one year's duration. An employee granted an adoptive leave or pregnancy leave in excess of one (1) year's duration and up to two (2) year's duration shall be allowed, subject to the terms of the insurance carrier(s), to maintain the employee benefits in Article 22 held immediately prior to the granting of the leave. The employee shall reimburse the Board for one hundred percent (100%) of the premiums for the period in excess of one (1) year's duration and up to two (2) year's duration.

ARTICLE 32 - SICK LEAVE

32:01 **Full-Time Employees**

- (a) Each full-time employee is entitled to a sick leave credit of twenty (20) days per year.
- (b) All full-time employees shall accumulate one hundred percent (100%) of the unused portion of the twenty (20) days each year to a maximum of two hundred (200) days for sick leave purposes only.

32:02 **Part-Time Employees**

- (a) Each part-time employee whose duties constitute half time or more is entitled to a sick leave credit pro-rated on the basis of twenty (20) days per year if working full-time.
- (b) All part-time employees referred to in (a) shall accumulate one hundred percent (100%) of the unused portion of the pro-rated days each year to a maximum of two hundred (200) days for sick leave purposes only.

32:03 Any employee who is absent due to illness must submit, if requested, medical certification of such illness from a qualified physician or dental practitioner. The cost of the medical certificate shall be covered by the Board.

ARTICLE 33 - STAFF DEVELOPMENT

33:01 All employees are entitled to participate in the annual Board-wide Professional Development Day.

33:02 **Educational Tuition**

Where the Board, as approved in advance by the Labour Relations Officer, requires an employee to take a particular course of training or study, the Board agrees to reimburse the employee for the tuition of such upon submission of proof of successful completion of the course.

ARTICLE 34 - MEDICAL PROCEDURES

34:01 The Board shall indemnify and save harmless from any and all liability any employee who adheres strictly to the Board's Policy #5305 - Health Support Services.

ARTICLE 35 - SENIORITY

35:01 Seniority is defined as the continuous length of service an employee is employed by The Wellington County Board of Education or its predecessor Boards. An employee's seniority date shall be established as the most recent date of hire with the Board.

For the purposes of vacation allotment and wage progression through the salary grid, service shall be determined on the basis of the number of years in the employ of the Board.

All employees shall have a full year counted for seniority purposes from date of hire.

- 35:02 Employees who are on pregnancy leave or parental leave will continue to accrue seniority during the period of the statutory pregnancy or statutory parental leave.
- 35:03 A seniority list shall be prepared by the Board, effective September 30th, with a copy to the Union President by October 30th.
- 35:04 Any question as to the accuracy of the seniority list must be submitted by the employee to the Superintendent of Human Resources within thirty (30) working days of the posting of the list.
- 35:05 The seniority list shall be arranged in order from the most senior to the most junior, relative to continuous service with the Board.
- 35:06 An employee's seniority shall be lost with the termination of employment in the event of the following:
- (a) dismissal
 - (b) voluntary resignation
 - (c) retirement
 - (d) off work due to lay-off for more than two (2) years
 - (e) an employee does not report or refuses to report for duty after recall from lay-off
 - (f) absence without permission or notification acceptable to the Board.
- 35:07 For the purpose of Article 35 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.
- 35:08 Employees planning to resign will give, in writing, a two (2) week notice to the employer.

ARTICLE 36 - LAY-OFFS AND RECALLS

- 36:01 A lay-off shall be defined as a reduction in the work force.
- 36:02 An employee who is declared surplus in a job classification may choose to bump the employee in the same job classification with the least amount of seniority.
- If possible, the employee shall be eligible to bump into a position which is equivalent in time (i.e. full-time to full-time, or part-time to part-time).
- 36:03 If the employee declared surplus in clause 36:02 cannot bump within the same job classification, the employee may bump the employee in the same salary category with the least amount of seniority, provided the declared surplus employee has the qualifications and skills required for the position.
- 36:04 If the employee declared surplus is unable to bump another employee within their own job classification or salary category, the employee may bump into a lower salary category for which they have the qualifications and skills required for the position.
- 36:05 Employees who bump into a lower salary category shall be paid at the salary step within the range of the new classification which

would most closely approximate the rate of pay the employee was receiving in his/her previous position.

- 36:06 If possible, during surplus declaration and bumping procedures, employees will be placed in available vacancies rather than displacing other employees.
- 36:07 Employees who do not bump into another position will be laid off by the Board.
- 36:08 If an employee chooses not to bump another employee, and to be laid-off, the employee forfeits his/her right to bump another employee at a later date. The employee shall communicate, in writing to the Board with a copy to the Union President, the decision not to bump.
- 36:09 Employees shall be recalled in order of their seniority, provided they have the qualifications and skills required for the position available. An employee shall have the right of refusal to no more than two (2) positions after which time they shall forfeit the right to recall.
- 36:10 The Board shall notify the employee being recalled, in writing, by registered mail to the last address on file. However, if possible the Board shall attempt to contact the employee by telephone and confirm the recall in writing.
- 36:11 An employee who is recalled to work must signify intent to return within four (4) working days after mailing of the recall notice or within two (2) days after the notification is received by telephone and must return on the date specified or give valid reasons acceptable to the Board why this is not possible, and return within ten (10) working days of acceptance of such valid reason in any event, or forfeit right to recall. The time limits may be extended by the Board.
- 36:12 No new employee shall be hired for a position unless those remaining employees who have been laid off within the previous twenty-four (24) months who have the qualifications and skills required for the position have been offered the position.
- 36:13 The Board agrees to review the declaration of surplus with the Union prior to initiating bumping or recall procedures.

ARTICLE 37 - DISCIPLINE AND DISCHARGE

- 37:01 Where possible, employees called to a meeting for disciplinary action will be given twenty-four (24) hours notice of such meeting. The employee may, if the employee so chooses, invite a representative from the Union to accompany the employee to the meeting. It is understood that it is the responsibility of the employee to invite the Union representative.

ARTICLE 38 - GRIEVANCE PROCEDURES

38:01 Intent and Definition of Grievances

It is mutually agreed that it is in the spirit and intent of this Article to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to

whether a matter is arbitrable.

38:02

Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the employee, a Union representative (if the employee desires) and the Human Resources liaison person designated by the Board. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One.

38:03

Step One

If the dispute is not deemed to be settled on the basis of the informal discussions as set out above, the Union shall submit a formal grievance notice in writing within seven (7) calendar days of the employee becoming aware of the circumstances giving rise to the complaint, or after the date when the event could reasonably have been detected, to the Superintendent of Human Resources, or designate. The written notice shall contain the complete grievance, list all clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after submission. The Superintendent of Human Resources, or designate, shall meet with the grievor and the grievor's representative within fourteen (14) calendar days following the day the grievance was received. The Superintendent of Human Resources, or designate, shall provide a written answer within seven (7) calendar days of the meeting being held.

38:04

Step Two

If the grievance is not deemed to be settled on the basis of the answer given in Step One, the Union shall, within seven (7) calendar days of receipt of the Step One answer, notify the Superintendent of Human Resources, or designate, in writing that a grievance meeting is requested. The Superintendent of Human Resources, or designate, and other persons that the Superintendent of Human Resources or designate deems appropriate, shall meet with up to three (3) members of the Union including the grievor, should the grievor wish to attend the meeting, within fourteen (14) calendar days of receipt of the notice. The Superintendent of Human Resources, or designate, shall provide a written answer within seven (7) calendar days of the meeting being held.

38:05

Step Three

If the grievance is not deemed to be settled on the basis of the answer given in Step Two, the Union shall, within seven (7) calendar days of the receipt of the answer given in Step Two, notify the Director of Education in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name and address of the Union's appointee to the arbitration board. The Director of Education or designate shall, within seven (7) days inform the Union of the Board's appointee to the arbitration board. The two appointees shall within seven (7) calendar days or such longer time as they may agree upon, 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 the time limit, either the Union or the Board may request the appointment of a chair by the Ministry of Labour.

38:06 The arbitration board shall hear and determine the grievance and shall issue a decision which is final and binding upon the parties.

38:07 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chair governs. The decision of the arbitration board shall be final and binding and enforceable on the parties.

38:08 The arbitration board shall not have the power to change, modify, extend or amend the provisions of this agreement.

38:09 Each party shall bear the fee and/or expenses of its appointee to the arbitration board and any fees and/or expenses of the chair shall be borne equally by the parties. Each party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

38:10 All the time limits fixed herein for the grievance procedure may be extended only upon the written mutual consent of the parties and subsection 44 (6) of the Labour Relations Act does not apply. One or more steps in the grievance procedure may be omitted in the processing of a grievance only upon the written mutual consent of the parties.

38:11 **Group Grievance**

Step Three Grievance Filed by Branch Affiliate or by the Board. The Branch Affiliate or the Board may lodge a grievance in writing against the other within fourteen (14) calendar days after detection of the event which gave rise to the grievance. The Board or a representative committee of the Board shall meet with the Executive of the Branch Affiliate within fourteen (14) calendar days from the date the grievance was received by the opposite party. The decision of the Board or the Branch Affiliate shall be forwarded in writing together with the reasons therefore to the party lodging the grievance within seven (7) calendar days after the meeting. If the grievor rejects the decision, the grievor shall notify the opposite party in writing accordingly within seven (7) calendar days after receiving the decision.

NOTE: The Branch Affiliate will notify the Director of Education.
The Board will notify the President of the Branch Affiliate.

38:12 Group grievances may only be filed within fourteen (14) calendar days of either party becoming aware of the circumstances giving rise to the complaint, or within fourteen (14) calendar days after the event when the event could reasonably have been detected.

38:13 It is understood that the parties may mutually agree in writing to submit the grievance to a mutually agreed upon single arbitrator in Step Three rather than an arbitration board. In the event the parties are unable to agree upon a single arbitrator having previously mutually agreed to proceed to a single arbitrator, the parties may request the Minister of Labour to make the appointment.

ARTICLE 39 - JOB DESCRIPTION

39:01 The Board agrees to provide copies of job descriptions for all

APPENDIX "A"

LETTER OF UNDERSTANDING - TERMINATION GRATUITY

Mrs. V. Hawkins
President
The Wellington County Board of Education
Secretarial/Clerical Union

Dear Mrs. Hawkins:

Re: Letter of Intent - Termination Gratuity

This is to confirm that the Board agrees to continue to pursue making suitable arrangements with employees to whom the previous clause applied and agrees to inform the Union within two (2) months following ratification of the Collective Agreement of the results of these discussions.

In the event that this issue is not settled by that time, the parties agree to reconvene to further discuss this matter.

Yours truly,

Jennifer Molenaar
Labour Relations Officer

The Union agrees that the Board has fulfilled its commitment in accordance with this Letter of Understanding.

Dated at Guelph this eleventh day of May, 1993.

For O.S.S.T.F. Representing
District 39, Secretarial/Clerical
Bargaining Unit

APPENDIX "B"

LETTER OF UNDERSTANDING - RE: BENEFIT COST SAVINGS

The Board and the Union have agreed to cooperatively explore benefit cost savings proposals during the term of the Collective Agreement and, if agreed to by the Union and the Board, amend the wording of the Collective Agreement to allow implementation of agreed-upon cost savings measures.

FOR THE WELLINGTON COUNTY BOARD OF EDUCATION FOR O.S.S.T.F. Representing
District 39, Secretarial/
Clerical Bargaining Unit

Chairman of the Board President, Secretarial/
Clerical Bargaining Unit

Director of Education President
District 39, O.S.S.T.F.

APPENDIX "C"

LETTER OF UNDERSTANDING - RE: ATTRITION

The Board and the Union have agreed that, prior to filling any vacancies in the elementary and secondary schools either during the normal fall staffing process or as vacancies arise during the year, the Union and the Board shall meet to discuss whether the position will be filled. If the Board and the Union agree to not fill a particular position, the position will remain unfilled for the balance of the school year 1994/95 and the non-filling of each vacancy shall be agreed to in writing and shall not be grievable. It is understood that this also applies to the possible filling of a vacancy for less time than the staff allocation formula generates. Savings generated by this Letter of Understanding will be treated as attrition under the social contract local agreement for Year 2 with the percentage of savings which would be credited to the social contract target to be determined in the social contract negotiations. This Letter of Understanding expires on December 31, 1994.

FOR THE WELLINGTON COUNTY BOARD OF EDUCATION FOR O.S.S.T.F. Representing
District 39, Secretarial/

Clerical Bargaining Unit

Chairman of the Board President, Secretarial/

Clerical Bargaining Unit

Director of Education President

District 39, O.S.S.T.F.

APPENDIX "D"

POSITION LEVELS AND SALARY RATES

SEPTEMBER 1, 1993

	MIN	STEP1	STEP2	STEP3	STEP4	MAX
Head Secretary - Sec School	31215	32776	34337	35897	37458	39019
Accounting Clerk	30030	31532	33033	34535	36036	37538
Elementary Secretary #1	29006	30456	31906	33356	34807	36257
Secretary - M & E	28898	30343	31788	33233	34678	36123
Composer Typist	28182	29591	31000	32409	33818	35227
Senior Payroll Clerk	27250	28613	29975	31338	32700	34063
Secretary - Psych.	27250	28613	29975	31338	32700	34063
Secretary - Co-ord. of Info.	27250	28613	29975	31338	32700	34063
Con. Ed. Admin. Secretary	27250	28613	29975	31338	32700	34063
Secretary - Special Ed.	27250	28613	29975	31338	32700	34063
VP Secretary - Sec School	27250	28613	29975	31338	32700	34063
Secretary - Maintenance	27250	28613	29975	31338	32700	34063
Secretary - Curriculum	23878	25071	26265	27459	28653	29847
Secretary - Health & Safety	23651	24834	26016	27199	28381	29564
Payroll Clerk	22044	23146	24248	25351	26453	27555
Secretary - Speech & Language	22044	23146	24248	25351	26453	27555
Secretary - Att. & Coun.	22044	23146	24248	25351	26453	27555
Secretary - Care & Treat.	22044	23146	24248	25351	26453	27555
Secretary - Ed. Library #1	21573	22651	23730	24809	25887	26966
Secretary - I.S. - Lib.	21573	22651	23730	24809	25887	26966
Secretary - Planning	21573	22651	23730	24809	25887	26966
Secretary - Transportation	21573	22651	23730	24809	25887	26966
Elementary Secretary #2	21573	22651	23730	24809	25887	26966
Library Sec. - Sec. School	21573	22651	23730	24809	25887	26966
Sec. - North Admin. Centre	21573	22651	23730	24809	25887	26966
Sec. - Purchasing	21573	22651	23730	24809	25887	26966
Guidance Sec. - Sec. School	21573	22651	23730	24809	25887	26966
General Secretary - MFDHS	21573	22651	23730	24809	25887	26966
Clerk-Typist - Arthur DHS	21573	22651	23730	24809	25887	26966
Con. Ed. Secretary	21573	22651	23730	24809	25887	26966
Co-Op Ed. Secretary	21573	22651	23730	24809	25887	26966
Asst. Video Tech.	21250	22312	23375	24437	25500	26562
Library/Reception - CHSS	21250	22312	23375	24437	25500	26562
Accounts Payable Clerk	21250	22312	23375	24437	25500	26562
General Secretary - Sec.	21250	22312	23375	24437	25500	26562
Sec. Asst. - Psych.	21250	22312	23375	24437	25500	26562
Guidance/General Sec. - Erin	21250	22312	23375	24437	25500	26562
Film Booking Clerk	21250	22312	23375	24437	25500	26562
Co-Op Ed. Secretary #2	21250	22312	23375	24437	25500	26562
Board Office Receptionist	20809	21849	22890	23930	24971	26011
Co-Op Ed./Guid. Sec. - CHSS	20809	21849	22890	23930	24971	26011
Secretary - Ed. Lib. #2	20809	21849	22890	23930	24971	26011
Receptionist - Sec. School	20809	21849	22890	23930	24971	26011

Secretary - Community Use	20809	21849	22890	23930	24971	26011
Secretary - CPU	20809	21849	22890	23930	24971	26011
Clerk-Typist - CPU	20809	21849	22890	23930	24971	26011
Central Office Dup. Mach. Op.	20809	21849	22890	23930	24971	26011

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Central File Clerk	20809	21849	22890	23930	24971	26011
Property Clerk	20809	21849	22890	23930	24971	26011
Mail Clerk	20809	21849	22890	23930	24971	26011
Secretary - Communications	20809	21849	22890	23930	24971	26011

APPENDIX B

LETTER OF UNDERSTANDING

The Board and the Union have agreed that, on a trial basis for the term of the collective agreement, employees may request to take vacation at other than the summer, Christmas or winter breaks. It is understood that no replacement secretary will be provided for such absence due to vacation. The granting of requests to take vacation at other than the summer, Christmas or winter breaks will be at the discretion of the principal/supervisor in consultation with the Labour Relations Officer. This Letter of Understanding will expire on December 30, 1993.

FOR THE WELLINGTON COUNTY
BOARD OF EDUCATION

FOR O.S.S.T.F. Representing
District 39, Secretarial/

Clerical Bargaining Unit

Chairman of the Board President, Secretarial/

Clerical Bargaining Unit

Director of Education President

District 39, O.S.S.T.F.

APPENDIX "C"

LETTER OF UNDERSTANDING

The Board and the Union have agreed that, prior to filling any vacancies in the elementary and secondary schools either during the normal fall staffing process or as vacancies arise during the year, the Union and the Board shall meet to discuss whether the position will be filled. If the Board and the Union agree to not fill a particular position, the position will remain unfilled for the balance of the school year 1994/95 and the non-filling of each vacancy shall be agreed to in writing and shall not be grievable. It is understood that this also applies to the possible filling of a vacancy for less time than the staff allocation formula generates. Savings generated by this Letter of Understanding will be treated as attrition under the social contract local agreement for Year 2 with the percentage of savings which would be credited to the social contract target to be determined in the social contract negotiations. This Letter of Understanding expires on December 31, 1994.

FOR THE WELLINGTON COUNTY
BOARD OF EDUCATION

FOR O.S.S.T.F. Representing
District 39, Secretarial/

Clerical Bargaining Unit

Chairman of the Board President, Secretarial/

Clerical Bargaining Unit

Director of Education President

District 39, O.S.S.T.F.

APPENDIX "D"

LETTER OF UNDERSTANDING

The Board and Union have agreed that permanent employees on staff and not on lay-off as of date of ratification shall have job security with The Wellington County Board of Education during the term of this Agreement. This letter of understanding terminates on December 30, 1993.

FOR THE WELLINGTON COUNTY BOARD OF EDUCATION FOR O.S.S.T.F. Representing
District 39, Secretarial/

Clerical Bargaining Unit

Chairman of the Board President, Secretarial/

Clerical Bargaining Unit

Director of Education President

District 39, O.S.S.T.F.

APPENDIX "E"

LETTER OF UNDERSTANDING

The Board and the Union have agreed that the hours of work for permanent employees on staff and not on lay-off as of the date of ratification will not be reduced during the term of this Agreement. This letter of understanding terminates on December 30, 1993.

FOR THE WELLINGTON COUNTY BOARD OF EDUCATION FOR O.S.S.T.F. Representing
District 39, Secretarial/

Clerical Bargaining Unit

Chairman of the Board President, Secretarial/

Clerical Bargaining Unit

Director of Education President

District 39, O.S.S.T.F.

APPENDIX "C"

LETTER OF UNDERSTANDING

The Board and the Union have agreed that, on a trial basis for the term of the collective agreement, the Board will endeavour to provide each ten (10) month secretary with a statement of his/her vacation entitlement prior to the end of June. This Letter of Understanding will expire on December 30, 1993.

FOR THE WELLINGTON COUNTY
BOARD OF EDUCATION

FOR O.S.S.T.F. Representing
District 39, Secretarial/

Clerical Bargaining Unit

Chairman of the Board President, Secretarial/

Clerical Bargaining Unit

Director of Education President

District 39, O.S.S.T.F.

APPENDIX "D"

POSITION LEVELS AND SALARY RATES

JANUARY 1, 1993

	MIN	STEP1	STEP2	STEP3	STEP4	MAX
Head Secretary - Sec. School	31060	32613	34166	35719	37272	38825
Accounting Clerk	29881	31375	32869	34363	35857	37351
Elementary Secretary #1	28862	30305	31748	33191	34634	36077
Secretary - M & E	28754	30192	31630	33068	34505	35943
Composer Typist	28042	29444	30846	32248	33650	35052
Senior Payroll Clerk	27115	28471	29827	31182	32538	33894
Secretary - Psych.	27115	28471	29827	31182	32538	33894
Secretary - Co-ord. of Info.	27115	28471	29827	31182	32538	33894
Con. Ed. Admin. Secretary	27115	28471	29827	31182	32538	33894
Secretary - Special Ed.	27115	28471	29827	31182	32538	33894
VP Secretary - Sec. School	27115	28471	29827	31182	32538	33894
Secretary - Maintenance	27115	28471	29827	31182	32538	33894
Secretary - Curriculum	23759	24947	26135	27323	28511	29699
Secretary - Health & Safety	23534	24710	25887	27064	28240	29417
Payroll Clerk	21934	23031	24128	25225	26321	27418
Secretary - Speech & Language	21934	23031	24128	25225	26321	27418
Secretary - Att. & Coun.	21934	23031	24128	25225	26321	27418
Secretary - Care & Treat.	21934	23031	24128	25225	26321	27418
Secretary - Ed. Library #1	21466	22539	23612	24685	25759	26832
Secretary - I.S. - Lib.	21466	22539	23612	24685	25759	26832
Secretary - Planning	21466	22539	23612	24685	25759	26832
Secretary - Transportation	21466	22539	23612	24685	25759	26832
Elementary Secretary #2	21466	22539	23612	24685	25759	26832
Library Sec. - Sec. School	21466	22539	23612	24685	25759	26832
Sec. - North Admin. Centre	21466	22539	23612	24685	25759	26832
Sec. - Purchasing	21466	22539	23612	24685	25759	26832
Guidance Sec. - Sec. School	21466	22539	23612	24685	25759	26832
General Secretary - MFDHS	21466	22539	23612	24685	25759	26832
Clerk-Typist - Arthur DHS	21466	22539	23612	24685	25759	26832
Con. Ed. Secretary	21466	22539	23612	24685	25759	26832
Co-Op Ed. Secretary	21466	22539	23612	24685	25759	26832
Asst. Video Tech.	21144	22201	23258	24316	25373	26430
Library/Reception - CHSS	21144	22201	23258	24316	25373	26430
Accounts Payable Clerk	21144	22201	23258	24316	25373	26430
General Secretary - Sec.	21144	22201	23258	24316	25373	26430
Sec. Asst. - Psych.	21144	22201	23258	24316	25373	26430
Guidance/General Sec. - Erin	21144	22201	23258	24316	25373	26430
Film Booking Clerk	21144	22201	23258	24316	25373	26430
Co-Op Ed. Secretary #2	21144	22201	23258	24316	25373	26430
Board Office Receptionist	20706	21741	22776	23811	24847	25882
Co-Op Ed./Guid. Sec. - CHSS	20706	21741	22776	23811	24847	25882
Secretary - Ed. Lib. #2	20706	21741	22776	23811	24847	25882
Receptionist - Sec. School	20706	21741	22776	23811	24847	25882

Secretary - Community Use	20706	21741	22776	23811	24847	25882
Secretary - CPU	20706	21741	22776	23811	24847	25882
Clerk-Typist - CPU	20706	21741	22776	23811	24847	25882
Central Office Dup. Mach. Op.	20706	21741	22776	23811	24847	25882

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Central File Clerk	20706	21741	22776	23811	24847	25882
Property Clerk	20706	21741	22776	23811	24847	25882
Mail Clerk	20706	21741	22776	23811	24847	25882
Secretary - Communications	20706	21741	22776	23811	24847	25882