

SOURCE	H.N.	
EFF.	95	01
TERM.	95	12
No. OF EMPLOYEES	3	
NOMBRE D'EMPLOYÉS	3	

BOARD Haldimand-Norfolk RCSSB Office and Clerical

TERM January 1, 1995 - December 31, 1995

Salaries 1995

<u>Classification</u>	<u>Years of Experience</u>				
	0	1	2	3	4
Receptionist	\$ 9.60	\$10.10	\$10.58	\$11.06	\$11.57
Secretaries (Office or School)	\$10.85	\$11.41	\$11.97	\$12.56	\$13.08
Special Education Secretary	\$11.56	\$12.14	\$12.75	\$13.33	\$13.93
Payroll Clerk	\$12.44	\$13.38	\$14.32	\$15.25	\$16.19
Educational Assistant 1	\$12.56	\$13.08			
Educational Assistant 2	\$13.58	\$14.09			

/sr
 Agreements #4: H-NRCSS
 March 1, 1995

MAR - 9 1995

CALENDAR 1995

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")**

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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, 1995 and shall continue in full force up to and including December 31, 1995 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 C

7.01 A Liaison Committee shall be established comprised of three (3) members appointed by the Board and three (3) members appointed by the Union to discuss matters not covered by this Agreement. The Committee shall meet at the request of either party.

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.

8.04 An employee wishing to apply for a voluntary transfer shall notify the Board in writing on or before April 30th of the school year immediately prior to the school year for which the transfer is effective.

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 (1 ½) 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 a PA _____

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 Effective January 1, 1995, one hundred percent (100%) of unused sick leave credits shall be cumulative from year to year to a maximum of two hundred (200) days.

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** 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.
- 14.05** 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.
- 14.06** 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.
- 14.07** 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.
- 14.08** 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

- 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.
- 18.08** Subject to continued eligibility requirements, an employee retiring on a pension from OMERS (with payment commencing within 2 months of retirement) may continue to participate in Extended Health Plan and Dental Plan as outlined in the agreement until the employee reaches the age of 65. The Employee shall be responsible for 100% of premium costs. At any time the Board reserves the right to implement a separate group for retirees.

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 • W-O-S ' 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, The Board will continue the pay of an employee on such leave, and the Union shall reimburse the Board.

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. Personal days may be used for attendance at funerals.

- 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 shall be disciplined, demoted or discharged without just cause.

ARTICLE 24 e 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 e 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.

ARTICLE 27 • LETTER OF UNDERSTANDING

27.01 Attached to and forming an integral part of the Agreement is a Letter of Understanding re: use of the Board's Courier Service, certain terms and conditions of employment for the Payroll Clerk and incumbent Secretary/Receptionist.

SALARIES 1995

Receptionist	\$9.60	\$10.10	\$10.58	\$11.08	\$11.57
Secretaries (Office or School)	10.85	11.41	11.97	12.56	13.08
Special Education Secretary	11.56	12.14	12.75	13.33	13.93
Payroll Clerk	12.44	13.38	14.32	15.25	16.19
Educational Assistant-1	12.56	13.08			
Educational Assistant-2	13.58	14.09			

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 _____ 1994.

FOR THE UNION:

FOR THE BOARD:

WITNESS:

LETTER OF UNDERSTANDING-1

19 December 1994

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,

Willy VanHeugten,
Chairman, **Personnel** Committee.

LETTER OF UNDERSTANDING-2

19 December 1994

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

Dear Mrs. Palermo,

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

1. In the event that the Board restructures and in the event that an employee wishes to take advantage of the benefits under Type 7 Supplementary Benefit Agreement with **OMERS**, the Board will enter into the appropriate agreement with the **OMERS** Board.

Yours truly,

↓

Willy VanHeugten,
Chairman, Personnel Committee.

LETTER OF UNDERSTANDING-3

19 December 1994

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

Dear Mrs. Palermo,

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

1. **Secretarial Time At Schools**

As a result of discussions initiated by the Union at a Liaison Committee pursuant to Article 7 of the Agreement, the Board shall add at least forty (40) additional hours of secretarial time to St. Patrick's School, Caledonia and to St. Joseph's School, Simcoe for the 1994 calendar year,

In addition, the parties shall discuss the matter of secretarial time at a Liaison Committee meeting early in 1995. At this meeting, consideration shall be given to establishing a pool of secretarial time above the normal allocation to each school.

Yours truly,

Willy VanHeugten,
Chairman, Personnel Committee.