

SOURCE	Board		
EFF.	93	09	01
TERM.	96	12	31
No. OF EMPLOYEES	17		
NOMBRE D'EMPLOYÉS	17		

A G R E E M E N T
B E T W E E N
THE TIMISKAMING BOARD OF EDUCATION
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION,
REPRESENTING
THE TEACHER ASSISTANTS
OF THE TIMISKAMING BOARD OF EDUCATION

Arrangements will be made with The Timiskaming
 Teacher Assistants to have a copy of
 this Agreement available to each member.

NOV - 4 1993

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1.00:00

PURPOSE

The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide for the prompt disposition of grievances,, and to establish and maintain mutually acceptable working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

1.00:01

UNION MEMBERSHIP

All Teacher Assistants shall, as a condition of employment either maintain their Union membership or join the Union within 30 days after the signing of this Agreement and remain Union members in good standing, or if they are not or do not become Union members shall pay the equivalent of dues to the Union. All new Teacher Assistants shall as a condition of employment, join the Union within 30 days of employment and remain Union members in good standing.

1.00:02

RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining agent for all Teacher Assistants employed by the Timiskaming Board of Education, save and except Superintendents, persons above the rank of Superintendents, and persons for whom any trade union held bargaining rights as of December 6, 1991.

1.00:03

MANAGEMENT FUNCTIONS

The Union acknowledges that it is the exclusive function of the Employer, subject to the terms and provisions of this agreement, to:

- i) maintain order, discipline and efficiency;
- ii) hire, retire, discharge, direct, classify, establish new positions, transfer, promote or demote, lay off and suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged or disciplined without just reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided. Probationary employees shall not be entitled to grieve discipline or discharge.
- iii) generally manage the Employer's operation and, without restricting the generality of the foregoing, to select, install and require the operation of any equipment, plant or machinery which the Employer in its uncontrolled discretion may deem necessary for the efficient and economical operation of its project;
- iv) establish and promulgate rules and regulations to be observed by employees.

1.00:04

DISCRIMINATION

No discrimination, intimidation or coercion will be practised or permitted by either the Employer or the Union, or any of their officers or representatives, against any employee or any representative of the Employer by reason of, or arising out of, the lawful activities of the Employer, or out of the lawful trade union membership or activity whichever is applicable or by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of membership or non-membership in a Labour Union.

1.01:00

POSTING OF VACANT POSITIONS

1.01:01

When a vacancy occurs or a new position is created the employer shall post a notice of the position at each school and board office for a minimum of seven (7) working days in order that all employees covered by this agreement will be advised of the position and be able to make written application for same. During summer months individual notices will be mailed to all Teacher Assistants at their home addresses as left with the Board Personnel Office, provided that the Board need only advertise one vacant position. The Board need not advertise any vacancy filled as a result of internal application for first vacancy.

1.01:02

The Parties hereto recognize the principle of promotion having regard to service with the Board and that job opportunities should increase in proportion to the length of service provided however that the employee has the skill, ability and qualifications to do the available work. Therefore where skill, ability and qualification to do the available work are equal, seniority shall govern in accordance with the provision of the seniority clause 4.01.

1.01:03

If requested by the unsuccessful applicant, it is the responsibility of the immediate supervisor to inform the applicant why the applicant was not selected and to suggest methods of improvement to meet future requirements.

1.01:04

In the event that no applicant for a job description meets the qualifications to perform the job posted, the Board may either:

- a) select one of the applicants to train for the job, giving due regard to seniority, or
- b) engage a new employee, through external advertising.

1.02:00

GRIEVANCE PROCEDURE

1.02:01

The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the employer. The names of such committee members shall be communicated to the employer.

The parties recognize and agree that no employee shall have an allowable grievance under this agreement unless it is verbally brought to the attention of such employee's Principal or designate outside the bargaining unit within ten (10) working days of when the employee became or ought reasonably to have become aware of the event which led to the grievance. The Steward shall accompany the grievor. The Principal or designate shall reply in writing within five (5) working days.

Step 1

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

- i) a description of how the alleged dispute is in violation of the agreement, with reference to the article.
- (ii) a statement of facts to support the grievance.
- (iii) the relief sought, and
- (iv) the signature of the grievor.

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

Step 2

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

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

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

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

Failing satisfactory resolution, the grievance may be referred to Arbitration provided written notice of intent is given within seven (7) working days of the reply of the Grievance committee of the Board, but not thereafter.

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

1.02:04 **POLICY GRIEVANCES**

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

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

1.02:06 **ARBITRATION**

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

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

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

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

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

1.02:09

TIME LIMITS

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

1.03:00

JUST CAUSE

1.03:01

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

1.03:02

"Discipline" shall mean:

- (i) suspension with or without **loss** of pay, **or**
- (ii) loss of pay

1.04:00

BULLETIN BOARDS

The employer shall provide a Bulletin Board for the posting of Union notices thereon. All Union notices posted thereon shall be signed by an Officer of the Union and shall be approved by Management before posting. Such approval shall not unreasonably be withheld.

1.05:00

NO STRIKES OR LOCKOUTS

For the period of this agreement the parties hereto agree that neither shall engage in a strike or lockout at any of the employer's premises.

1.06:00

STATUTORY HOLIDAYS

Statutory holidays shall be in accordance with the Employment Standards Act.

2.00:00 **LEAVES**

2.01:00 **SICK LEAVE**

Each employee shall be entitled to one day sick leave per month from September to June which may accumulate up to ten (10) days per year. Sick leave credits may not be accumulated from year to year. For part-time employees, sick leave credits are pro-rated according to hours of employment. After three (3) consecutive calendar days of absence, no leave with pay shall be allowed unless a certificate from a qualified medical or dental practitioner is furnished. Notwithstanding the above, the Board may require the employee to submit a medical certificate for a period of absence of less than three (3) consecutive days.

2.02:01 **BEREAVEMENT LEAVE**

Leave of up to five (5) days may be granted without loss of pay for the death of a spouse, son, daughter, brother, sister, parent, mother-in-law, father-in-law, son-in-law, daughter-in-law. Leave of up to three (3) days may be granted without loss of pay for the death of a grandparent, grandchild, sister-in-law, brother-in-law provided that the employee attends the funeral.

2.02:02 **SERIOUS ILLNESS**

Leave of up to five (5) days and three (3) days respectively may be granted for serious illness of a relative above mentioned provided that only one such leave per relative is granted per year.

2.03:00 **GRADUATION LEAVE**

A leave of absence of one (1) day with pay shall be granted for the purpose of attending graduation. This applies to the graduation of the Teacher Assistant.

2.04:00 **COMPASSIONATE LEAVE**

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

2.05:00 **SPECIAL LEAVE**

One (1) day's personal leave per year with pay may be granted the employee at the discretion of the Principal.

2.06:00

FEDERATION LEAVE

Leave of absence without **loss** of seniority shall be granted upon written request to the Board to employees who are selected or appointed to represent the union at union conventions, education seminars **or** other **bonafide** union business. Pay and benefits to be paid by the Board and the Board reimbursed by the Federation for the full cost.

2.07:00

JURY DUTY

Leave for Jury Duty shall be granted without deduction in pay when required to serve on a jury provided that any fee, exclusive of travelling allowances and living expenses received by the assistant, will be remitted to the Board.

2.08:00

PREGNANCY LEAVE

Pregnancy leave shall be in accordance with the Employment Standards Act.

3.00:00

BENEFITS

3.00:01

Effective September **01, 1993**

The employer agrees to contribute the percentage cost of the premium with respect to the benefit plans herein after listed. The payment of benefit plans shall be prorated according to the following table.

- i) Those persons working half-time shall be entitled to the benefit plans but the employers contribution towards the premium shall be one-half (1/2) of the amounts listed.
- ii) Those persons working full time shall be entitled to receive the full employers contribution toward benefit plan.
- iii) For the months of July and August employees shall pay one hundred percent (100%) of the premium cost of the benefit plans.

3.00:02

Part-time employees shall not be required to participate in benefit plans but shall not be compensated in lieu thereof.

3.01:00

EXTENDED HEALTH CARE PLAN: (Effective September **1, 1993**)

Ninety (**90**) percent of the premium payable by the Board.

3.02:00

DENTAL PLAN: (Effective September **1, 1993**)

A Dental Plan shall be made available to the employees with ninety (90) percent of the premium payable by The Board.

3.03:00

VISION CARE: (Effective September **1, 1993**)

Employer shall pay ninety (**90**) percent of premium. A vision care plan one hundred dollars (\$100) every twenty-four (24) month for each employee and each family member of his/her family toward the purchase of glasses or contact lenses.

4.00:00 **SALARY**

4.00.01 Teaching Assistants---\$12.15 per hour.

4.01:00 **SENIORITY**

4.01:01 Seniority is defined as the length of unbroken service in the employ of the Board calculated from the date of last hire.

Seniority shall operate on a bargaining unit wide basis.

In any layoff or recall the most senior employee will be given preference provided he/she has the skill, ability and qualifications to perform the available work competently.

In determining skill, ability and qualification the Board shall be entitled to consider the special needs of the child and the temperament, physical capabilities and suitability of the employee applicant for that child as priorities.

In any new placement of an employee for a child with specials needs, the employee shall be on a probationary period for (324) three hundred and twenty-four working hours.

In the event the successful applicant proves unsatisfactory in the opinion of the employer in the position during the aforementioned period or if the employee finds him/herself unable or unwilling to perform the duties of the new job, the employee shall be returned to his/her former position without loss of seniority.

Any other employee placed as a result of a trial period shall be returned to his or her former position or terminated.

4.01:02 A newly hired employee shall work a probationary period of 324 working hours from the date of last hire. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement, unless otherwise specified. After completion of the probationary period, seniority shall be effective from the original date of employment. The employment of a probationary employee may be terminated at any time during his/her probationary period at the discretion of the Employer, which shall not be the subject of a grievance except that a charge that such an employee has been terminated solely because of lawful union activity may be the subject of a grievance and dealt with as hereinbefore provided.

4.01:03 The Employer shall maintain a seniority list showing the date upon which each employee's unbroken service commenced. An up-to-date list shall be sent to the Union and posted on all bulletin boards in January of each year.

4.01:04 A list as attached as appendix A shall be deemed to be the correct seniority list effective the date of ratification of this agreement and no party shall be entitled to raise objection to this list.

4.01:05 Provided that if no objection is filed within twenty (20) working days of posting, the list shall be deemed to be correct and shall not be subject to grievance or change without written mutual consent between the Employer and the Union.

4.01:06 An employee shall be struck from the seniority list and his employment terminated if:

- a) he/she is discharged for just cause and is not reinstated;
- b) he/she resigns or quits;
- c) he/she is absent from work without permission for three (3) days or more;
- d) being laid off, he/she fails to return to work within five (5) days after having been advised to return by registered mail to his last known address.
- e) being laid off, he/she fails to notify the Employer of his intent to return within two (2) days after he has been notified so to do by registered mail to his last known address or having so notified the employer, he fails to return to work within a further five (5) days;
- f) he/she is laid off for a period of eighteen (18) months or longer.

4.02:00 **PLACEMENT PROCEDURES**

4.02:01 An employee laid off may bump the most junior employee provided the displaced employee has the least seniority and provided the senior employee has the skill, ability and qualifications to perform the work in a manner that will not adversely effect the well being of the child. The laid off employee must exercise bumping rights within three working days from notification of layoff.

4.02:02 If no employee currently working or on the seniority list will accept a vacancy which comes open then the Board shall be entitled to hire a person without seniority.

4.02:03 Bumping will take place at the end of Christmas break and summer break whichever is closer to the date of layoff.

4.02:04 If bumping takes place the Board need not advertise the vacant position of the successful employee but may proceed through the placement under the seniority clause.

4.02:05 The parties are committed to consult in order to clarify Bumping and Recall procedures.



4.03:00 STAFFING

4.03:01 The Board is prepared to assure the Teacher Assistants that they will be retaining on staff a minimum of fifteen (15) F.T.E. persons as teacher assistants from September 1, 1993 to December 31, 1994, from January 1, 1995 to December 31, 1995 a minimum of twelve (12) F.T.E. persons and from January 1, 1996 to December 31, 1996, a minimum of ten (10) F.T.E. persons.

4.04:00 PAYMENT OF UNION DUES

4.04:01 All sums deducted pursuant to Section 1.00:01 will be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following that in which the deductions were made, together with two lists of the employees, their addresses, and the schools in which they are employed, in respect of whom the deductions have been made and showing any additions or deletions in staff.

4.04:02 The Union will save the Employer harmless in respect of any deductions and/or remittances made pursuant to 4.04:01.

4.05:00 TERM OF AGREEMENT

This agreement shall be binding and remain in effect from September 1 1993 to December 31, 1996, and shall continue from year to year thereafter unless either party gives notice to the other in writing at least ninety (90) days prior to the expiry in any year that it desires to terminate or amend the agreement.

4.06:00 CHANGES TO THE AGREEMENT

Any changes deemed necessary to this agreement may be made by mutual consent at any time during the existence of the agreement.

Signed this 27th day
of OCTOBER, 1993.

THE TIMISKAMING BOARD OF EDUCATION

Barbara Cunningham
Jean Lewis
Guerrin & Leukort

Signed this 27th day
of OCTOBER, 1993.

SECONDARY SCHOOL TEACHERS'
FEDERATION REPRESENTING THE TEACHER
ASSISTANTS

Lucy S. Heiron
Dorise Hutnick
Colleen Lagan
Donna Craig
Dorlene Loiselle

APPENDIX A

First Date of Hire as Permanent Staff

<u>NAME</u>	<u>YEAR MONTH DAY</u>
Donna Craig	85.09.03
Janice Walroth	85.11.06
Sarah McCaig	86.09.01
Diane MacLeod	86.11.17
Jeanne Seguin	87.09.01
Irene Hutnick	87.10.20
Joanne Gibson-Adams	87.11.01
Dale Taylor	87.11.02
Deanna Leduc	88.04.11
Elaine Wabie	88.04.21
Patricia Clattenburg	88.09.07
Debbie Kervin	88.09.19
Michelle Schaffner	88.09.25
Dawn Belanger	88.11.10
Marilyn Hearn	89.09.01
Sandra Heroux	89.09.14
Linda Moser	89.09.18
Geri Conroy	89.09.20
Darlene Loiselle	89.10.02
Leanne Bond	89.10.05
Maureen Fulson	90.02.07
Cathy Loach	90.02.22
Sue Knight	90.09.04
Glenda Matheson	90.09.17
Sue Wozny	90.09.17
Kathy Sauve	90.10.22
Francine Patterson	90.11.08
Colleen Brazeau	90.11.26
Wendy Lyman	90.12.07
Arlene Hyde	91.05.27
Nichole Michell	91.08.30
Louise Anyan	91.09.03
Wesley Rennie	91.09.03
Sandra Sauve	91.09.04
Kelly Illes	91.09.13
Joan Millard	91.10.21
Daniel Woods	91.11.18