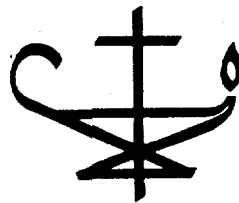


SOURCE	Grand		
EFF.	93	01	01
TERM.	95	12	31
No. OF EMPLOYEES	22		
NOMBRE D'EMPLOYÉS	22		

LINCOLN COUNTY ROMAN CATHOLIC SEPARATE SCHOOL BOARD



**ASSOCIATION OF ADMINISTRATIVE CLERKS
AND TECHNICIANS**

COLLECTIVE AGREEMENT

January 1, 1993 to December 31, 1995

DEC 13 1993

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Collective Agreement

Between The Board of Trustees of the Lincoln County Roman Catholic Separate School Board, (hereinafter called the "Board")

and

The Association of Administrative Clerks and Technicians, (hereinafter called A.A.C.T.)

ARTICLE 1 Purpose

1:01 The purpose of this Agreement is to set forth formally the rates of pay, hours of work and other working conditions that have been agreed upon, along with procedures for dealing with grievances and complaints.

ARTICLE 2 Recognition

2:01 The Board recognizes A.A.C.T. as the sole and exclusive bargaining agent for all administrative clerks and technicians save and except supervisors, persons above the rank of supervisor, professional and quasi-professional staff, employees covered by subsisting agreements between the Board and OECTA, OCOTA, and exclusions under the Labour Relations Act.

2:02 (a) The word "Employee" in this agreement shall mean the employees for whom A.A.C.T. is the bargaining agent as set out in Article 2:01.

(b) The word "Board" shall mean the Board of Trustees of the Lincoln County Roman Catholic Separate School Board or its representatives.

ARTICLE 3 Security

3:01 All employees of the employer, as a condition of continued employment, shall become and remain members in good standing of A.A.C.T. All new employees shall, as a condition of continued employment, become and remain members in good standing of A.A.C.T. within ninety (90) days of employment.

3:02 Without determining methods by which services are to be performed, no employee, who attaining seniority, shall be laid off as a direct result of the contracting out of services of a kind already performed by the bargaining unit.

ARTICLE 4 Relationship

- 4:01 A.A.C.T. acknowledges that it is the exclusive function of the Board to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, discharge, lay off, classify, direct, transfer, promote, demote and suspend or otherwise discipline employees; and
 - (c) Manage the enterprises **in** which the Board is engaged and, without restricting the generality of the foregoing, to determine the work to be done, methods, schedules of production, kinds, location and output of machines and maintenance of same.
- 4:02 The Board also has the right to make and alter from time to time rules and regulations to be observed by the employees, provided that no change be made by the Board in such rules and regulations without prior notice to, and discussion with, A.A.C.T.
- 4:03 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Board has exercised any **of** these rights in a manner inconsistent with any of the provisions of this Agreement may be the subject of a grievance.

ARTICLE 5 Non-Discrimination

- 5:01 Each of the parties agrees that there shall be no discrimination or coercion exercised or practised upon any employee covered by this Agreement, because of membership or non-membership in the Association.

ARTICLE 6 A.A.C.T. Committee

- 6:01 The Board will recognize three **(3)** committee members who shall be members of the Bargaining Unit as set out in Article 2:01.
- 6:02 A.A.C.T. shall notify the Board of the names of its representatives within five (5) days of any change.
- 6:03 The representatives have regular duties to perform on behalf of the Board. They will not absent themselves from their regular duties unreasonably in order to deal with grievances or other A.A.C.T. business. They will not leave their regular duties without receiving permission from the Superintendent of Education - Personnel or designate. Such permission to leave will **not** be unreasonably withheld.
- 6:04 In accordance with this understanding the Board will compensate the representatives for their regularly scheduled work time spent in servicing grievances and attending meetings between the parties up to and including Step **3** of the grievance procedure.

ARTICLE 7 Grievance Procedure

7:01 It is the mutual desire of the parties that complaints of employees shall be adjusted as promptly as possible.

7:02 Step 1

In the first instance an employee shall take up any grievance in writing directly with their Supervisor within eight (8) days of the event upon which the grievance is based. The Supervisor shall, if requested by the employee, arrange for the presence of a Representative. The Supervisor will give his/her decision in writing within two (2) days.

7:03 Step 2

If not settled in Step 1, the grievance may, within three (3) days be submitted in writing to the Superintendent of Education - Personnel or designate. The Committee Representative, accompanied if s/he wishes by the other representatives, shall be given the opportunity to discuss the grievance with the Superintendent of Education - Personnel/designate within two (2) days of submission of the grievance. The Superintendent of Education - Personnel/designate shall give his/her decision in writing within two (2) days of the discussion. The grievance shall specify the facts and the sections claimed to be violated or relied upon and decisions in Step 2 shall specify the facts and reasons upon which the decision is based.

7:04 Step 3

If not settled in Step 2, the grievance may within three (3) days be submitted in writing by the A.A.C.T. Committee to the Superintendent of Education - Personnel or designate, to be dealt with at a meeting of the A.A.C.T. Committee and a committee comprised of the Superintendent of Education - Personnel/designate and two (2) Trustees, held within six (6) days of the submission. A representative of the A.A.C.T. Committee may be present if requested by either party. The decision of the Board or of the A.A.C.T. Committee, in the case of a Board grievance, shall be given in writing within six (6) days of the meeting at which the grievance was discussed.

7:05 Step 4

- (a) If the grievance is still not settled the A.A.C.T. Committee will notify the Board, within thirty (30) days of the reply in Step 3, of their desire to proceed with Arbitration.
- (b) The parties will each appoint an Arbitrator within five (5) days after the notification from the A.A.C.T. Committee has been received and will promptly advise the other party of the name of their nominee.

Article 7:05 - Grievance Procedure cont.

- (c) The two (2) nominees will then attempt to agree upon a Chairperson, and if they cannot agree within a further forty-eight (48) hours, then such Chairperson shall be appointed by the Minister of Labour at the request of either party.
- (d) Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties shall jointly bear the expense of the Chairperson.
- (e) The Arbitrators shall not be authorized to alter, modify or amend any part of this Agreement, or to make any decision inconsistent with the provision thereof.
- (f) The proceedings of the Arbitration Board shall be expedited by the parties hereto, and the decisions of the majority of such Board will be final and binding on the parties hereto. In the case where there is no majority of the Board, then the decision of the Chairperson shall be similarly final and binding.
- (g) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of arbitration may, within fifteen (15) days of its receipt give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgement on the question of arbitrability and proceed with the matter on the merits. The Board in its award shall first deal with the question of arbitrability, and if it is decided that the matter does not involve interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Board or A.A.C.T. Committee in the case of a Board grievance shall stand.

7:06 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.

- 7:07 Within ten (10) days of the event upon which the grievance is based, the Board or the A.A.C.T. Committee may submit a grievance in writing to the other alleging the violation of a term of this Agreement. Such a grievance shall set out the facts and the Section or Sections claimed to be violated or relied upon, and the matter shall be dealt with in accordance with Step 3, and the balance of the Grievance Procedure. No grievance shall be submitted by the A.A.C.T. Committee under Section 7:07 unless it involves two (2) employees.
- 7:08 If a grievance is not submitted within the time limit provided, it shall be deemed abandoned.
- 7:09 In this Article, days shall exclude Saturdays, Sundays and Paid Holidays, and the time limits shall be extended by mutual agreement.

ARTICLE 8 Discharge and Discipline Cases

- 8:01 Whenever the Employer or his/her authorized agent deems it necessary to censure an employee in writing, in a manner indicating that disciplinary action may follow any further occurrences, the Employer shall, within ten (10) working days thereafter, give written notice to the employee and A.A.C.T.
- 8:02 A claim by an employee that s/he has been unjustly disciplined or discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Education (Personnel) or designate within three (3) working days after the discipline or discharge, or within three (3) working days after A.A.C.T. has been notified, whichever is the later.
- 8:03 Such grievances may be settled by confirming the Board's action or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the Arbitration Board.
- 8:04 Where an employee has received disciplinary notice and/or disciplinary suspension of three (3) days duration or less and where such employee has received no other disciplinary notice and/or disciplinary suspension for a period of two (2) years, such disciplinary items will not be considered in determining any future matters relating to the employee.
- 8:05 An employee may review his/her personnel file and reply in writing to any document contained therein. Such reply shall become part of the file.

Requests to review a file must be made in advance to the Superintendent of Education - Personnel or designate and will be scheduled at a convenient time outside of the employee's scheduled hours. The review of the file will be in the presence of a member of Administration.

ARTICLE 9 No Strikes or Lockouts

9:01 During the life of this Agreement, A.A.C.T. agrees there will be no strike, and the Board agrees that there will be no lockout.

ARTICLE 10 Seniority

10:01 During the first three (3) calendar months of employment, an employee shall be classed as a probationary employee, and on completion of this period his/her name shall be placed on a seniority list as at the date of his/her hiring. Until an employee is so placed on a seniority list, s/he shall be known as a probationary employee who may not grieve regarding discharge.

10:02 The Board shall prepare seniority lists twice a year.

10:03 Seniority rights shall cease and employment shall terminate for any of the following reasons:

- (a) If the employee resigns.
- (b) After twelve (12) consecutive months of lay-off or where the period of lay-off exceeds accredited service.
- (c) If the employee is discharged and the discharge is not reversed through the Grievance Procedure.
- (d) If the employee has been absent for five (5) consecutive working days without having directly notified the Superintendent of Education - Personnel or designate.
- (e) If an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to his/her last known address on the Board's records to report for work.
- (f) If an employee overstays a leave of absence granted by the Superintendent of Education - Personnel or designate in writing, and does not secure an extension of such leave.
- (g) If an employee retires.

Seniority shall not be broken during absence due to illness, accident or leave of absence.

10:04 (a) In promotions, demotions and transfers the following factors shall be considered:

- (i) Merit
- (ii) Knowledge, efficiency and ability to do work of the job
- (iii) Length of continuous service
- (iv) Physical fitness;

and if all applicants are deemed equally qualified, the length of continuous service shall be the deciding factor.

(b) In the event a lay-off is required, employees shall be laid off in the reverse order of their seniority provided that the employees remaining are capable and qualified to do the work available.

The Board will give notice of lay-off in accordance with current Provincial legislation.

An employee with seniority in the bargaining unit who is subject to and receives notice of lay-off may displace an employee with less seniority provided s/he is capable and qualified to do the work.

Other employees who are affected by such displacement may likewise exercise their seniority rights in the same manner.

If an employee so affected is unable, in the exclusive opinion of management, to locate a position s/he shall then be laid off in accordance with the original notice.

Employees laid off shall be recalled in order of their seniority provided they are capable and qualified to do the work available.

No new employee shall be hired in a position for which a laid off employee is, in the exclusive opinion of management, qualified and has been given an opportunity of recall.

10:05 Employees shall work on jobs assigned to them by the Board from time to time, provided that the right to make transfers shall, subject to 10:04, be dealt with in the following manner:

- (a) Vacancies shall be posted for a period of five (5) working days. If no suitable candidate applies, the job may be filled by the Board from among other employees or by new hirings.
- (b) The posting shall show the classification vacant and the current hours of work, the requirements for the job, the rate of pay and whether full or part-time.

Article 10:05 - Seniority cont.

(c) An employee may apply for a posted position to the Superintendent of Education - Personnel or designate setting out in detail his/her qualifications for the job. Upon the filling of a posted position, the Board shall post the name and seniority status of the successful candidate within five (5) working days.

(d) If the Board intends to postpone the filling of the vacancy, or not to fill it, in which case the Board shall so notify A.A.C.T. in writing, and

In the case of a vacancy due to illness, accident or leave of absence, which may be postponed by the Board for fifteen (15) days or for such further period as is mutually agreed upon.

(e) If, after posting a vacancy, the Board intends to postpone filling the vacancy or not fill it, the Board shall notify A.A.C.T. in writing within ten (10) working days of the posting period.

(f) The successful applicant shall be placed on trial for a period of ninety (90) days. In the event s/he proves unsatisfactory or is unable to perform his/her duties or if s/he so requests within ninety (90) days, s/he shall be returned to his/her former position, wage or salary rate without loss of seniority.

10:06 (a) The Representatives of A.A.C.T. shall be notified of all appointments, hirings, lay-offs, transfers, recalls, and terminations of employment.

(b) Persons whose jobs are not in the Bargaining Unit shall not work any jobs which are included in the Bargaining Unit, except for purposes of instruction, experimenting, or in emergencies, and, provided that the act of performing the aforementioned operations in itself does not reduce the scheduled hours of work or pay of any employee.

ARTICLE.11 Leave of Absence

11:01 The Board may grant a leave of absence without pay to any employee for personal reasons. Requests for such leaves must be in writing and be submitted in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Superintendent of Education - Personnel or designate as soon as possible. Such leave shall not be for the purpose of taking employment elsewhere.

Unless otherwise agreed upon, such leave shall not exceed three (3) months and seniority shall accumulate during such leave.

ARTICLE 12 Parenting Leaves

12:01 Maternity Leave

Maternity Leave of Absence shall be granted in accordance with the terms and conditions set forth by Government Legislation.

12:02 Paternity Leave

- a) Paternity Leave of Absence shall be granted in accordance with the terms and conditions set forth by Government Legislation.
- b) An employee is entitled to be absent from his duties for up to five (5) days within a two week period of the birth of his child. Three (3) days will not affect accumulated sick leave or loss of pay. The remaining two (2) days will be granted as permitted absence from duties without payment of any salary and without reduction of accumulated days of sick leave credit.

12:03 Adoption Leave

- a) Adoption Leave of Absence shall be granted in accordance with the terms and conditions set forth by Government Legislation.
- b) When adoption leave is not taken, an employee is entitled to be absent from his/her duties for up to five (5) days immediately before or after the arrival of the child. Three (3) days will not affect accumulated sick leave or loss of pay. The remaining two (2) days will be granted as permitted absence from duties without payment of any salary and without reduction of accumulated days of sick leave credit.

ARTICLE 13 Wane Rates

13:01 The Board agrees to pay the following rates of pay:

January 1, 1993 - December 31, 1995

	0 Years	1 Years	2 Years	3 Years	4 Years	5 Years
Level 1	800	840	871	909	950	1000
Level 2	880	923	956	1001	1045	1100
Level 3	951	997	1032	1081	1128	1187
Level 4	1008	1057	1097	1146	1197	1259
Level 5	1090	1144	1184	1239	1293	1362
Level 6	1177	1236	1279	1340	1398	1472

- 13:02** (a) Progression from one level to a higher level is not automatic. Changes will only occur through a promotion or through increased responsibility given to a position.
- (b) Salary increments according to the salary schedule are not to be considered as automatic salary increases.

Each person's performance will be reviewed on their anniversary date and, if found satisfactory, the incremental raise will be authorized.

ARTICLE 14 Hours of Work

14:01 The standard hours of work shall be 8:30 a.m. to 4:30 p.m., Monday through Friday, for all full-time regular employees. For any employee hired after January 1, 1987, hours and days of work shall be determined by the Superintendent of Education - Personnel or designate.

ARTICLE 15 Overtime

15:01 Any clerical employee who is required to work outside regularly scheduled working hours shall be paid at the rate of time and one-half (1 1/2) the applicable wage rates, unless an alternative arrangement is agreed upon.

An employee who is required to work outside regular working hours to perform customary duties will not be compensated for overtime.

ARTICLE 16 Vacations

16:01 For full-time employees only, vacations with pay based on service with the Board as at July 1st of each year:

Less than one-year: one day per month employed prior to July 1st to a maximum of ten (10) days	
One year but less than three years	2 weeks
Three years but less than ten years	3 weeks
Ten years but less than seventeen years	4 weeks
Seventeen years but less than twenty-four years	5 weeks
Twenty-four years or more	6 weeks

Employees not regularly scheduled to work a full work week, shall be paid an amount equal to their normally scheduled hours.

Vacation pay shall be the employee's regular week(s) pay based upon the time period of July 1 of the previous year to June 30 of the vacation year. An employee shall continue to receive his/her regular bi-weekly pay throughout his/her vacation period.

ARTICLE 17 Paid Holidays

17:01 An employee shall receive, without working and regardless of the day on which the holiday is observed, his/her wages for that day:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (if declared a school holiday by the Ontario Ministry of Education), Christmas Day, Boxing Day and such other days as are proclaimed holidays by Civic proclamation (provided that they fall on a normal working day), one day on Christmas Eve day (provided a working day), and one day on New Year's Eve day (provided a working day).

17:02 The period starting on December 24 through to and including January 1 shall be set as the normal shut down period for all employees covered under this Collective Agreement.

In the event that Christmas Eve day falls on a weekend, the Board will declare a day of its choice as a paid holiday.

17:03 Commencing the week following school closing in June and terminating the week school commences in September, summer hours will be from 9:00 a.m. to 4:00 p.m. with regular lunch and coffee breaks. In addition, six (6) holiday days, two (2) of which must be used in July, two (2) in August and two (2) in the week of the March break, will be granted. These days are forfeited if not used in the time period specified.

If a paid holiday is observed during an employee's vacation, such employee shall either be given another day's vacation with pay or wages in lieu thereof.

ARTICLE 18 Compassionate Leave

18:01 When an employee is required to be absent because of the death of: father, mother, son, daughter, sister, brother, husband, wife, father-in-law, mother-in-law, **son-in-law, daughter-in-law**, step-parent or stepchild; the Board shall grant up to five (5) consecutive working days without loss of pay or deductions from sick leave credits.

In case of the death of: brother-in-law, sister-in-law, guardian, grandparent or grandchild; the Board may grant up to four (4) consecutive working days without loss of pay or deduction of sick leave credits.

In the case **of** the death of: aunt, uncle, nephew or niece; the Board may grant up to two (2) consecutive working days without loss of pay or deduction of sick leave credits.

ARTICLE 19 Jury Duty

19:01 An employee called for jury duty or subpoenaed as a witness shall absent him/herself from work only to such reasonable extent as will allow him/her to carry out his/her duties. The employer shall pay such an employee the difference between basic earnings and the payment received for jury service, excluding payment for travelling, meals and other expenses.

ARTICLE 20 General Welfare Plan

20:01 Extended Medical Insurance Coverage

- a) The Board agrees to make extended medical coverage available at a total cost to the Board.
- b) That the coverage in this section be extended to cover a wider variety of items such as prescribed supports, orthopedic shoes, prostheses, and other external medical aids.
- c) **The coverage in this section shall contain the following:**
 - i) **coverage for generic drugs unless specified by physician**
 - ii) **payment for over the counter drugs upon submission of physician's prescription and receipt**
 - iii) **the Board agrees to make available a \$2.00 drug plan.**
- d) The Board agrees to make a hearing aid available with coverage of joint prescriptions up to a maximum of \$300 per lifetime.

20:02 Group Life Insurance

- a) The Board agrees to make Group Life Insurance coverage available. Such insurance coverage will be in the amount of three (3) times the salary rounded to the next thousand dollars.
- b) The Board agrees to pay 100% of the cost of the premiums.

20:03 Long Term Disability

- a) The Board agrees to make Long Term Disability Insurance available.
- b) The Board agrees to pay 100% of the cost of the premiums.
- c) The benefit shall be 66% of the employee's basic annual earnings as of the date the disability commenced payable after a waiting period of 100 days or expiration of sick leave.

20:04 Dental Plan

- a) The Board agrees to make a dental plan available comparable to Blue Cross #9, including orthodontal to a lifetime maximum of \$2500 per individual. The coverage to be so outlined in the current Ontario Dental Association schedule of fees **with a nine (9) month visitation schedule. The maximum benefit for types A, B and C coverage combined equal \$2000 per benefit year per individual.**
- b) The Board agrees to pay 100% of the cost of the premiums.

20:05 Vision Care Plan

- a) The Board agrees to make a Vision Care Plan available with coverage of joint prescriptions up to a maximum of \$250 every second year.
- b) The Board agrees to pay 100% of the cost of the premiums.

20:06 Retirement Contribution

- a) The Board agrees to make the required contribution to the Ontario Municipal Employees' Retirement System (O.M.E.R.S.).
- b) The Board agrees to match employee contributions.

ARTICLE 21 Sick Leave and Retirement Gratuity

21:01 Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, quarantined because of exposure to contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act. An employee may be required to produce a certificate or certificates from a qualified Medical Practitioner for any such absence, certifying the reason for such absence and that the employee is unable to report to work. Where an employee is returning to work after sick leave for three (3) days or longer, s/he shall produce a certificate from a qualified Medical Practitioner certifying the reason for the absence and the employee's inability to work, and stating the employee is now fit to return. This plan provides protection against personal illness. It is not an automatic entitlement to time off.

If absent due to illness or injury, the employee must notify by telephone to the switchboard at the Education Centre prior to the commencement of the employee's shift and each succeeding day of the absence.

21:02 Employees shall be entitled to sick leave on the following basis:

- a) Two (2) days a month for active employment (**In** this Article **21:02** "active employment" shall mean being in attendance at his/her work ten (10) days in any calendar month, except when on vacation.)
- b) The unused portion in a year shall be accumulated up to a maximum of 260 days.
Employees who have in excess of 260 days as of December 31, 1988 shall be capped at their existing accumulation.

21:03 On termination for age or disability due to illness or accident of employee, or in the event of the death of an employee, an employee (or beneficiary of) with ten (10) years or more of service and who was in the employ of the Board on January 1, 1989, shall receive payment of 1/2 of his/her accumulated sick leave at the current daily rate up to a maximum of six (6) months' earnings. The employee has the option of deferring payment to the following year.

21:04 Each employee shall be supplied within the first four (4) months of each year with a report of the balance of his/her sick leave credits on record.

ARTICLE 22 Temporary Employees and Part-time Employees

22:01 A temporary employee, either male or female, shall not receive the benefits provided under Article 15, 16, 17, 18, 19, 20, 21, but shall receive vacation with pay in accordance with the Vacation With Pay Act.

22:02 Regular part-time employees shall receive all benefits provided by this Agreement on a pro rated basis. Present employees shall continue their present benefits.

ARTICLE 23 Benefits of Termination

23:01 Fifty percent (50%) of accumulated sick leave credits, to a maximum of one-half year's salary shall be paid to an employee on retirement after twenty (20) years of service. A retiring employee with less than twenty (20) years but more than five (5) years of service shall be entitled to a payment of one-twentieth (1/20) of the above amount for each year of service. The definition of retirement shall be set forth in the policies of the Board.

X

ARTICLE 24 Duration of Agreement

24:01 This Agreement shall go into effect January 1, 1993, continue in effect until December 31, 1995, and thereafter shall continue from year to year, unless not more than 90 or less than 60 days previous to December 31, 1995, or any other subsequent year, either party gives written notice to the other that it desires revision, modification, or termination at December 31 following the notice.

In the event of notice being given, negotiations with a view to arranging a new Agreement shall begin within fifteen (15) days.

Dated at St. Catharines this 26th day of October, 1993.

Board of Trustees of the Lincoln
County Roman Catholic Separate Schools

The Association of Administrative
Clerks and Technicians

Susan Venditti
Chairman of the Board

Sheila Lohmes
Member, Negotiating Committee

Sharon Tward
Chairperson, Negotiating Committee

Sharon Postegani
Member, Negotiating Committee

Paul E. Rigonelli
Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

Vincent M. ...
Director of Education