

SOURCE	Board		
EFF.	96	04	01
TERM.	98	08	31
No. OF EMPLOYEES	190		
NOMBRE D'EMPLOYÉS	5FC		

COLLECTIVE AGREEMENT 1996 – 1998

BETWEEN--

THE NORTHUMBERLAND-CLARINGTON BOARD OF EDUCATION

(hereinafter referred to as "the Employer")

OF THE FIRST PART

AND

THE HEALTH, OFFICE, PROFESSIONAL AND EDUCATION (HOPE) DIVISION
OF LOCAL 175,
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS AND A.F.L. – C.I.O.

(hereinafter referred to as "the Union")

OF THE SECOND PART

EFFECTIVE PERIOD

This Agreement shall be effective from
April 1, 1996, until August 31, 1998.

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ARTICLE 1 – RECOGNITION

- 1.01 This Agreement shall apply to all secretaries, clerical assistants and computer support personnel in the Elementary Schools, Consultants' Offices, Learning Resource Centre, Data Processing Centre, Secondary Schools, and Board Offices, save and except the Plant Assistant, Confidential Word Processor Operator, Executive Assistant to the Director of Education, Administrative Assistants to Superintendents, Employee Relations Assistant and Research Assistant.
- 1.02 The Employer recognizes the Health, Office, Professional and Education (HOPE) Division of Local 175, United Food and Commercial Workers International Union, as the sole and exclusive Collective Bargaining Agent for the personnel referred to in Article 1.01.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Employer, among others, and subject to the provisions of this Agreement, to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, retire, discharge, direct, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion or transfer, or a claim that an employee has been discharged or disciplined without just cause may be subject to a grievance and dealt with as hereinafter provided;
 - (c) administer and manage all the affairs of the Employer.
 - (d) The Employer agrees to abide by the provisions of the Ontario Human Rights Code.

ARTICLE 3 – UNION DUES AND MEMBERSHIP

- 3.01 During the term of this Agreement, the Employer agrees to deduct in equal amounts from each pay, the monthly dues as designated by the Union from the wages of each employee covered by this Agreement, which shall begin with the first full month of employment.
- 3.02 The dues so deducted, plus membership application forms that have been signed by new employees, shall be forwarded to the Local Union Treasurer by the 10th of the month following the month of deduction, accompanied by a list of all employees from whose wages the deductions were made and the addresses of all new employees from whom a first deduction was taken.
- 3.03 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

ARTICLE 4 – TEN AND TWELVE MONTH EMPLOYEES

The amount of secretarial, clerical, and computer support assistance is determined by the Board.

Salary rates are based on full time employment (1820 hours).

4.01 Ten Month Employees

It is understood that secretarial assistance is not normally required during the Christmas, Mid-Winter and Summer recesses.

Salary shall be continued for unpaid time occurring in the Christmas and Mid-Winter recess periods through the utilization of vacation pay accruing during the school year.

If the principal, or supervisor out of the bargaining unit, arranges for work to be done during these periods, the time so worked is to be submitted on a regular time sheet.

4.02 Twelve Month Employees

Staffing is based on full-time employment, but permits the principal or supervisor out of the bargaining unit to operate on a reduced staff during Christmas, Mid-Winter and Summer recesses. If employees do not work during these periods, the information is to be submitted to the Human Resources Department and the time not worked is to be deducted on a daily basis.

ARTICLE 5 – CLASSIFICATIONS5.01 Level 1

Board Office: – Office Services Clerk

Secondary: – General Secretary
– CIS Secretary

Level 2

Board Office: – LRC Secretary Assistant
– Receptionist

Secondary: – Secretary – Receptionist

Level 3

Board Office: – Xerox Clerk

Secondary: – Assistant Secretary – Brookside

Level 4

Secondary: – Computer Enrolment Secretary

Level 5

- Board Office: - Accounts Payable Clerk
 - Consultants Office Secretary
 - LRC Technical/Film Clerk
 - Planning Clerk
 - Purchasing Clerk
 - Special Education Secretary
 - Transportation Clerk
 - Works Control Clerk
- Elementary: - Assistant Secretary
- Secondary: - Attendance Registration Secretary
 - Student Services Secretary

Level 6

- Board Office: - Plant Department Secretary
- Elementary: - Secretary without Assistant

Level 7

- Board Office: - Computer Services Department Secretary
 - LRC Secretary
 - Psychological Services Secretary
 - Staff Development/Equal Opportunity Secretary

Level 8

- Secondary: - Brookside Senior Secretary

Level 9

- Board Office: - Word Processor Operator

Level 10

- Board Office: - Purchasing Department Secretary
 - Transportation Department Secretary

Level 11

- Board Office: - Payroll Clerk
 - Personnel Clerk

Level 12

- Board Office: - Secretary to the Co-ordinator of Program
 - Senior Accounts Payable Clerk
 - Special Services Secretary
- Elementary: - Secretary with Assistant
- Secondary: - CIS Senior secretary

Level 13

Secondary: -- Head Secretary

Level 14

Board Office: -- Computer Support Trainer

5.02 When a new classification, which is covered by the terms of this Collective Agreement, is established by the Employer, or the job content of an existing classification is materially changed to the extent that it becomes a new classification, the Employer shall determine the rate of pay for such new classification and notify the Union within ten (10) working days.

If the Union disagrees with the rate, the Union shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made by the Union within ten (10) working days following receipt of notice from the Employer of any new or changed classification and rate. Any change mutually agreed to at the meeting shall be retroactive to the date that the notice of the new or changed classification and rate was given to the Union by the Employer.

If the parties are unable to agree, the matter concerning the rate of pay may be submitted to arbitration within fifteen (15) days of the meeting. The decision of the arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

ARTICLE 6 – SALARY AND PAYMENT OF WAGES6.01 Salary Schedule1 April 1996 to 31 August 1998

<u>Level</u>	<u>Starting Salary</u>	<u>Salary After 1 Year</u>
1	23 753	24 553
2	24 400	25 200
3	25 127	25 977
4	25 645	26 495
5	25 725	26 625
6	26 243	27 143
7	26 840	27 790
8	27 229	28 179
9	27 488	28 438
10	28 135	29 085
11	28 603	29 603
12	29 251	30 251
13	30 028	31 028
14	32 747	33 747

An employee shall advance to the maximum rate on the commencement of the first pay period following the employee's anniversary date.

6.02 Payment of Wages

- (a) Salary is to be paid bi-weekly on Thursdays.
- (b) Payment of wages for employees on regular payroll will be made by direct deposit to the financial institution of the employee's choice.
- (c) A Statement of Earnings and Deductions for each pay period will be delivered to each employee on the pay date.

6.03 Where an employee with a minimum of two (2) years service in a classification level is transferred by the Employer to a lower classification level, the employee shall continue to receive the salary the employee was paid in the employee's former classification until such time as a salary change provides an increase in remuneration to the employee in the employee's lower classification level.

This premium shall not apply to employees who move to a job in a lower classification level through the job posting procedure, or a personal request for transfer or where an employee elects to bump into a lower position to avoid lay-off.

ARTICLE 7 – SENIORITY

7.01 PROBATIONARY PERIOD

New employees shall serve a probationary period of sixty (60) days worked before acquiring seniority rights which shall then date back to their last date of hire, and regular benefits shall apply.

7.02 Seniority shall be defined as length of service based on the last date of hire with The Northumberland-Clarington Board of Education or of some predecessor Board of Education which has been amalgamated or merged with The Northumberland-Clarington Board of Education and shall be based on the following factors:

- (a) Seniority for job related actions shall be based on total Board experience credit (full time equivalent) as follows:
 - i) Full Time Twelve (12) Month Employees will receive a seniority credit of one (1) unit each year.
 - ii) Full Time Ten (10) Month Employees will receive a seniority credit of one (1) unit each year.
 - iii) Part Time Employees. Seniority shall be pro-rated based on actual hours worked expressed as a percentage of a full time equivalent (1820 hours). If at the end of the school year the actual hours vary by more than plus or minus five percent (5%) of the September 30 figure on which seniority is based, a change will be made.
- (b) Seniority for other than **job** related actions shall be the last date of hire.

7.03 The Employer will maintain a master seniority list showing each employee's name, classification, seniority accumulation and last date of hire. Actual seniority accumulation shall govern the placement of each employee on the seniority list. The Employer agrees to post the seniority list in October of each year of this Agreement and to furnish a copy of such list to the Union.

7.04 The Employer will maintain a Recovery List which will provide, in order of seniority, a list of all employees who have been laid off in the previous twenty-four (24) month period.

7.05 (a) If an employee's position is declared redundant, the employee has the right to bump the person with the least seniority with the same or lesser hours in the employee's school grouping who occupies the position of the same or lower level for which the redundant employee has the qualifications.

Failing sufficient seniority to retain a position in the employee's school grouping, the employee has the right to bump the person with the least seniority on a system-wide basis who occupies the position of the same or lower level for which the redundant employee has the qualifications.

If the employee does not wish to accept the position, the employee shall maintain her/his status on the Recovery List.

(b) For purposes of (a) above there are three groupings of secondary schools and their respective elementary feeder schools, namely :

1. Courtice Secondary School – Bowmanville High School – Clarke High School
2. Port Hope High School – Cobourg District Collegiate Institute West – Cobourg District Collegiate Institute East – Brookside Secondary School
3. East Northumberland Secondary School – Campbellford District High School

The Centre for Individual Studies Campus located in a particular school grouping shall be considered part of that school grouping for purposes of this Article.

It is further agreed that the Board Office is deemed to be included in each school grouping for purposes of this Article.

7.06 It is understood and agreed that July and August, for employees who are normally employed on a ten (10) month basis, does not constitute a reduction in the working force or a layoff within the meaning of this Article.

7.07 For the purpose of this Article a layoff means a layoff of more than five (5) working days. An employee will retain their seniority position on the Recovery List for a period of twenty-four (24) months.

7.08 No new employee will be hired until those on the Recovery List have been given an opportunity for re-employment by job posting, provided that they are qualified to do the work. Job postings will be sent to all persons on the Recovery List to their last address known to the Employer.

ARTICLE 8 – POSTING OF POSITIONS

8.01 Existing positions becoming vacant and new positions being established by the Employer will be posted in all locations covered by this Agreement for a period of seven (7) working days. The notice will specify the nature of the position, the qualifications required and Classification Level. An employee wishing to be considered for the position so posted shall make formal application in writing.

- 02 (a) In filling any posted vacancy, the Employer will consider the knowledge, training, skill and abilities of an individual to perform the normal required work and, where these are relatively equal, seniority shall govern.
- If the job is not filled as a result of the posting or if no suitable applications are received, the Employer reserves the right to hire.
- Any unsuccessful applicants who have higher seniority standing than the successful applicant will be informed in writing of the reasons for not being selected within five (5) working days of the selection of the successful applicant. "Seniority shall be based on service with The Northumberland-Clarington Board of Education."
- (b) In filling any posted vacancy, the applicant must accept the responsibility of the job as well as the level.
- (c) No position shall be posted at varying levels.
- (d) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the fees associated with the courses.
- (e) The parties recognize that there may be situations where the hours of work for the part-time positions in more than one location may conflict and therefore preclude an employee from holding more than one (1) part-time position.
- 8.03 The successful applicant will be placed in the vacancy for a trial period not exceeding ninety (90) working days and, if the employee proves satisfactory, the employee shall be confirmed in the position. If the employee proves unsatisfactory or wishes to return to the former position during this time, the employee shall be returned to the former position at the former salary as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement.
- 8.04 The Employer shall post a vacancy occasioned by the placing of the successful applicant in the position originally posted plus one (1) subsequent vacancy, but any further vacancies need not be posted (maximum of three (3) postings). Should the successful applicant for such vacancy be unsatisfactory, the employee shall be returned to the employee's former job and the vacancy may be filled without further posting.
- 8.05 An employee who has successfully bid shall not be entitled to bid on a posted position for six (6) months from the employee's start date in the new position, except with the Employer's permission. The six (6) month restriction will not apply where the posted position has a higher salary rate than the employee's current position.
- The foregoing shall also apply to an employee who returns to her/his former position at her/his request as provided for in Article 8.03 above.
- 8.06 (a) Any position which is vacant because of illness, accident, vacation, leave of absence, temporary transfer or promotion and temporary vacancies shall not be deemed to be vacant for the purposes of posting.
- (b) Notwithstanding Article 8.06 (a) above, where an employee is continuously absent due to illness or accident for a period of one (1) year or a period equal to the employee's seniority, whichever is the lesser, or the employee is permanently disabled, the vacancy shall be posted. By mutual agreement of the parties, the above time limit may be extended in extenuating circumstances.

A modified work assignment, wherein the employee does not perform all of the essential duties of the position, shall not constitute a return to work for purposes of this Article.

- (c) Should an employee whose job has been posted in accordance with Article 8.06 (b) above subsequently be able to return to work, the employee shall be given the first available position for which the employee is qualified.
- (d) Notwithstanding Article 8.06 (a) above, where an employee is granted a leave of absence without pay for a period of one (1) year or more, the employee's position shall be posted as a temporary posting. Only the original temporary vacancy shall be posted.

8.07 Employees promoted to supervisory positions, or transferred to positions not covered by this Agreement, will retain their seniority after promotion or transfer and, if transferred back into the bargaining unit, the time served in the supervisory position shall not be included in their seniority standing. The return of such employees to the bargaining unit shall be in accordance with Articles 7.04 and 7.05.

ARTICLE 9 – TEMPORARY POSITION

9.01 A temporary position requiring an employee for a period of six (6) months shall be reviewed by the Employer at the end of that period to determine whether the position should be classified and posted in accordance with Article 8 of this Agreement.

ARTICLE 10 – TEMPORARY EMPLOYEES

10.01 Temporary employees are employees employed:

- (a) For less than ninety (90) working days to fill temporary vacancies created by the absence of regular staff due to illness or leave of absence other than statutory pregnancy/parental leave. In the case of statutory pregnancy/parental leave and extensions, and long-term absences due to illness as addressed in Article 8.06 (b), temporary employees may be employed for the duration of the leave.
- (b) For peak load periods of up to fifteen (15) working days.
- (c) In a specific temporary position, not included in (a) or (b) above, of six (6) months or less created under Article 9.

The Employer will advise the Union in writing of the circumstances of each appointment of a temporary employee as described above, except for temporary employees described in (b) above who are employed for short term periods of less than fifteen (15) working days who shall be reported in total on a monthly basis.

The term of employment for temporary employees described above shall exceed ninety (90) working days, or the length of a statutory pregnancy/parental leave, only with the mutual consent of the parties to this Agreement. However, for an employment situation as described in Article 9, where a temporary employee is required, the parties may agree in advance to extend this period to six (6) months.

Temporary employees as described above will not be subject to the terms and conditions of this Agreement, except that they will be paid not less than the base rate for the level of the position.

Notwithstanding the above, the Employer shall not hire a temporary employee if a member of the bargaining unit who is on the Recovery List and who is qualified to do the work wishes the position.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

- 11.01 (a) The working times are to be as follows:
- One Day = 7 hours
- One Week = 5 days (Monday to Friday)
- One Year = 260 days or 1820 hours
- (b) Employees shall be entitled to a fifteen (15) minute rest period in each half shift plus a one (1) hour unpaid lunch period.
- 11.02 When an employee is required by the supervisor out of the bargaining unit to work in addition to the above times, including "Annual Commencements" and "Parents' Nights", this approved time is to be classed as overtime and is to be paid at the rate of time and one-half; normally one secretary is deemed to be sufficient.
- 11.03 Deduction for absence will be calculated:
- | | | |
|--------------------|---|---|
| Regular Employee | - | days = $\frac{\text{Annual Salary}}{260}$ |
| | - | hours = $\frac{\text{Annual Salary}}{1820}$ |
| Part-time Employee | - | at hourly rate |
- 11.04 Employees shall not be required to lay off during regularly scheduled hours to avoid being paid overtime rates.
- 11.05 When an employee is required by the supervisor out of the bargaining unit to work on a Sunday, all time worked on Sundays shall be paid at double the standard rate of pay for each hour worked. An employee who is required to work on a paid holiday shall be paid at double the standard rate of pay for each hour worked in addition to their regular pay.

ARTICLE 12 – RECOGNIZED HOLIDAYS

- 12.01 The following recognized holidays are to be observed:

<p>New Year's Day Good Friday Easter Monday Victoria Day Canada Day Civic Holiday</p>	<p>Labour Day Thanksgiving Day Christmas Day Boxing Day Floating holiday between Christmas and New Year's</p>
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Employees who are employed to work on a ten (10) month basis shall not receive holiday pay for Canada Day and Civic Holiday. However, should an employee be required to work during the first week of July, the employee shall be paid for the Canada Day Holiday.

- 12.02 (a) If any other day is proclaimed as a statutory holiday by the Provincial or the Federal Government, it shall be granted as an additional paid holiday provided that such holiday is a school holiday.
- (b) With respect to the floating holiday between Christmas and New Year's, in the event that the Government of the Province of Ontario proclaims Remembrance Day as a holiday, such day will replace the floating holiday.
- 12.03 If these days fall on week-ends, other days in lieu will be designated by Administration.
- 12.04 In addition, employees shall be granted the last half of an employees' scheduled shift to a maximum of three and one-half (3 1/2) hours on the day of Christmas Eve and the day of New Year's Eve as a holiday, provided such day is a scheduled working day for such employee.
- 12.05 (a) Scheduled time off during the Christmas Break for full-time and part-time employees who work twelve (12) months of the year shall be determined as follows:
1. In the event that Christmas Day falls on a Monday, Tuesday, or Wednesday, then such employees will be scheduled off work from Monday of the week in which Christmas Day falls up to and including New Year's Day; and during this time off, such employees will be paid for the five (5) recognized holidays and may be subject to a mandatory leave of absence without pay for the remaining days off work during this period;
 2. If Christmas Day falls on a Thursday, then such employees will be scheduled off work from Wednesday of the week in which Christmas Day falls up to and including the Friday after New Year's day; and during this time off, such employees will be paid for the five (5) recognized holidays and may be subject to a mandatory leave of absence without pay for the remaining days off work during this period;
 3. If Christmas Day falls on a Friday, then such employees will be scheduled off work from Thursday of the week in which Christmas Day falls up to and including New Year's Day; and during this time off, such employees will be paid for the five (5) recognized holidays and may be subject to a mandatory leave of absence without pay for the remaining days off work during this period;
 4. If Christmas Day falls on a Saturday or a Sunday, then such employees will be required to work the preceding Friday and be scheduled off work for the week between Christmas Day and New Year's Day during which the five (5) recognized holidays will be designated and paid.
 5. Notwithstanding the foregoing, by mutual agreement between an employee and the employee's supervisor out of the bargaining unit, the employee may work on a day designated as a lay-off day.
- (b) For the purposes of applying Article 12.05 (a) "recognized holidays" shall mean Christmas Day, Boxing Day, New Year's Day, the floating holiday between Christmas and New Year's as designated in Article 12.01, and the time off referred to in Article 12.04.

- (c) In the event that the employee notifies the Employer at least two (2) weeks prior to the Christmas Break that the employee wishes to designate the mandatory leave of absence without pay referred to in Article 12.05 (a) as vacation days then the mandatory leave of absence without pay shall be deemed to be part of the employee's vacation entitlement for the year in which Christmas Day falls.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay and without **loss** of present seniority may be granted to any employee requesting Leave of Absence at the discretion of the Director of Education, or designate.

13.02 COMPASSIONATE LEAVE OF ABSENCE

Up to two (2) days Compassionate Leave of Absence may be granted subject to confirmation of the Director of Education or designate with deduction from Cumulative Sick Leave credits and without deduction from salary. An additional three (3) days in extenuating circumstances may be granted **at** the discretion of the Director of Education or designate. For purposes of this Agreement, Compassionate Leave of Absence shall include leave to attend university exercises for the spouse or child and leave to attend the funeral of a close friend, should these occur during a normal working day.

If the employee does not have sufficient Sick Leave credits, such leave will result in **loss** of salary.

- 13.03 The Employer shall allow an employee up to three (3) days' leave of absence per year with pay at the employee's regular straight time hourly rate for all regular time lost due to sudden or unexpected illness, totally unforeseen and requiring immediate attention, of the employee's spouse, child or parent residing at the employee's residence. Payment shall be made only to the extent of time lost while the employee's presence is required at home until other arrangements can be made. The employee must provide satisfactory proof of illness and required attendance to the Employer. Such leave shall be deducted from the employee's sick leave.

13.04 BEREAVEMENT LEAVE OF ABSENCE

When an employee is required to be absent because of the death of **a** member of the immediate family, up to three (3) consecutive calendar days immediately following the date of death without **loss** of salary or charge against Sick Leave Credit, will be granted. Where the three (3) consecutive calendar days does not include two (2) working days, an additional day of leave without **loss** of salary will be provided.

Any extension of this allowable absence will be at the discretion of the Director of Education or designate. For purposes of this clause, "immediate family" shall include spouse, child, grandchild, parent, grandparent, brother, sister, and corresponding in-laws.

13.05 PREGNANCY AND PARENTAL LEAVE OF ABSENCE

Pregnancy and parental leave of absence will be granted **in** accordance with the provincial statutes. Any extension of such leave shall be authorized by the Director of Education.

13.06 EDUCATIONAL LEAVE OF ABSENCE

Employees shall be entitled to a Leave of Absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications, should this occur during a normal working day.

13.07 LEAVE OF ABSENCE FOR UNION BUSINESS

Leave of Absence for Union business may be given without pay up to an aggregate total for all employees of twenty (20) working days in any calendar year, provided at least two (2) weeks notice in writing is given to the Employer and such leave does not interfere with the continuance of efficient operation of the Employer. It is agreed that not more than two (2) employees shall be absent on such leave at the same time and not more than one (1) employee from an individual school.

ARTICLE 14 – JURY DUTY

14.01 Where an employee is absent by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which the employee is not a party or one of the persons charged, regular salary shall be continued without loss of sick leave, but the employee must pay to the Employer any fee received as a juror or a witness.

ARTICLE 15 – BENEFITS

- 15.01 Should such premiums be reinstated by the provincial government during the term of this Agreement, the Employer shall pay seventy-five percent (75%) of the premium cost of Ontario Health Insurance Plan (OHIP) in proportion to the time worked for employees who join the plan.
- 15.02 The Employer shall pay eighty-five percent (85%) of the premium cost of an Extended Health Care Plan (Northumberland-Clarington Board of Education Managed Health Care Formulary, including a 50¢ Pay Direct Drug Card Deductible provision and Vision Care coverage of \$120 per 24 month period per family member) in proportion to the time worked for employees who join the Plan.
- 15.03 The Employer shall pay one-half (1/2) of the premium cost of Ontario Municipal Employees Retirement System (OMERS) as per legislation.
- 15.04 The Employer shall pay eighty-five percent (85%) of the premium cost of a Group Life Insurance Plan at one times salary for employees who join the Plan.
- 15.05 The Employer shall pay hundred percent (100%) of the premium cost of a Long Term Disability Plan for employees regularly employed to work more than twenty-four (24) hours per week.
- 15.06 The Employer shall pay eighty-five percent (85%) of the premium cost of the 1996 Managed Dental Plan (Preventive, diagnostic, restorative, and denture adjustments with one hundred percent (100%) co-insurance. Major prosthodontic (dentures) with fifty percent (50%) co-insurance and \$2000 per person per benefit year maximum, and orthodontics to a lifetime maximum of \$1500 per family member with seventy percent (70%) co-insurance – current fee schedule) in proportion to time worked for employees who join the Plan.
- 15.07 All the benefits and insurance mentioned above shall be as more particularly described and set out in the respective plan documents and insurance policies.

ARTICLE 16 – VACATIONS

16.01 Vacation credit applies to each preceding year ending on Labour Day. Credits are as follows:

Less than one (1) year of service	–	Four percent (4%) of wages
After one (1) year of service	–	Two (2) weeks
After three (3) years of service	–	Three (3) weeks
After nine (9) years of service	–	Four (4) weeks
After sixteen (16) years of service	–	Five (5) weeks
After twenty-five (25) years of service	–	Six (6) weeks

Subject to the provisions of Article 16.02 below, employees shall be paid their regular salary during vacation leave.

An employee who works in excess of thirty-five (35) hours of overtime in the vacation year shall be entitled to vacation pay on overtime earnings.

If an employee's absence without pay exceeds thirty-five (35) hours in the vacation year, the vacation pay will be reduced to reflect the relationship of actual time worked to regular scheduled hours.

16.02 For those who do not work during Christmas, Winter and Summer recesses, or resign, the vacation period is to be pro-rated.

16.03 Vacation pay, if requested, with adequate notice, shall be included in the pay immediately prior to the vacation period.

16.04 It is recognized that the Employer must ensure efficiency of operation in each department or school and in the system at any given time and most vacations will be taken during the months of July and August.

Requests for scheduling of vacation entitlement during July and August shall be submitted to the employee's immediate supervisor or principal in writing by May 1 and the immediate supervisor or principal shall reply in writing by May 15.

Requests for scheduling of vacation entitlement while school is in session (September 1 to June 30) shall be submitted to the employee's immediate supervisor or principal in writing. The immediate supervisor or principal shall reply, in writing, within two (2) weeks of the receipt of the request.

ARTICLE 17 – CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY

17.01 Members of the Union are to participate in the Sick Leave and Retirement Gratuity Plan on the following basis (part-time personnel pro-rated according to percentage of time worked).

Annual Credit of two (2) days per month from September 1 (at the beginning of each month) to a maximum of twenty-four (24) days per year. The full unused portion to be placed as a credit each August 31 to a cumulative total of two hundred and eighty (280) days.

The Employer shall allow an employee up to three (3) days' leave of absence per year with pay at the employee's regular straight time hourly rate for all regular time lost due to sudden or unexpected illness, totally unforeseen and requiring immediate attention, of the employee's spouse, child or parent residing at the employee's residence. Payment shall be made only to the extent of time lost while the employee's presence is required at home until other arrangements can be made. The employee must provide satisfactory proof of illness and required attendance to the Employer. Such leave shall be deducted from the employee's sick leave.

- 17.02 Retirement date is to be August 31 following employee's sixty-fifth birthday.
- 17.03 At time of retirement, a Retirement Gratuity will be paid to each employee with ten (10) or more consecutive years of service with the Employer (including Amalgamated Boards) immediately prior to retirement who has credit according to the following scale:
- | | | |
|-------------------------------|---|---|
| Ten (10) consecutive years | – | Twenty-five percent (25%) of credit (in days) |
| Eleven (11) consecutive years | – | Twenty-seven and one-half percent (27 1/2%) of credit (in days) |
- plus an additional two and one-half percent (2 1/2%) for each consecutive year thereafter, until
- | | | |
|-------------------------------|---|---|
| Twenty (20) consecutive years | – | Fifty percent (50%) of credit (in days) |
|-------------------------------|---|---|
- 17.04 The amount of gratuity will be calculated by dividing the product of the number of days obtained from the above scale and the final year's salary by 260.
- 17.05 Absence during the Christmas, Winter and Summer recesses will reduce the number of Sick Leave days to be credited to the Sick Leave Cumulative bank on a pro-rated basis:
- $$\frac{280 \text{ minus days absent} \times 24}{280}$$
- 17.06 Should an employee die in service, the Employer will pay to the estate the full Retirement Gratuity to which employee would have been entitled (if any) on the date of death.

ARTICLE 18 – MILEAGE

- 18.01 (a) A mileage allowance, where such is incurred as a result of service requested by the Principal or Administration, or when a Secretary is employed at more than one school in one (1) day at the Employer's request or direction, is to be paid according to Board Policy.
- (b) The mileage allowance will not apply in situations where a part-time employee posts into a second part-time position or voluntarily accepts an assignment at another school in addition to duties in the employee's regular position.

ARTICLE 19 – BULLETIN BOARDS

- 19.01 Union notices and seniority lists may be posted on approved bulletin boards at the various facilities operated by the Employer. It is agreed that no notice will be posted on the bulletin boards without prior approval of the Superintendent of Human Resources or designate.

ARTICLE 20 – EMPLOYEE PERSONNEL RECORDS

- 20.01 (a) Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided the employee's record has been discipline free for such eighteen (18) month period.
- (b) At the time formal disciplinary action is imposed, a steward shall be present unless the employee requests otherwise.

ARTICLE 21 – UNION COMMITTEE

- 21.01 The Employer agrees to recognize a Union Grievance and Negotiation Committee consisting of four (4) members of the bargaining unit, not more than one of whom shall be from any one school. This Committee shall include the Chairperson and a representative from the Elementary and Secondary Schools and the Board Office. A full-time representative of the Union shall also be included.

The Employer agrees to recognize a maximum of seven (7) Union Stewards to service grievances of employees. The areas in which the Stewards serve are as follows:

1. One (1) for both elementary and secondary schools to each of the three (3) regions (central, eastern and western).
2. One (1) for the Board Office.

- 21.02 It is agreed that members of the Committee and Stewards shall suffer no loss of wages for time spent in handling grievances or negotiating with the Employer up to but not including conciliation or arbitration, unless the Employer must supply a replacement for a Committee member.

ARTICLE 22 – GRIEVANCE PROCEDURE

- 22.01 It is the mutual desire of the parties that complaints of employees be resolved promptly. It is understood that an employee has no grievance until the complaint has first been discussed with the immediate supervisor.

Note: For the purposes of this Article the immediate supervisor is the Principal in all schools; the Principal of Continuing and Alternative Education for all Centre for Individual Studies Campuses; the Program Consultant: Learning Resources and Technology for the Learning Resource Centre; the Co-ordinator of Special Services for Special Services; the Educational Psychologist for Psychological Services; the Co-ordinator of Program for Program employees; the respective department managers for the Accounting, Computer Services, Plant, Purchasing, and Transportation and Planning Departments; and the appropriate supervisor for the Human Resources Department.

For purposes of this Article with respect to Article 8 – Posting of Positions only, the immediate supervisor is the supervisor or principal responsible for filling the posted vacancy.

- 22.02 A grievance is a difference relating to the interpretation, application, administration, or alleged violation of this Agreement and may be submitted by the employee, the Union, or the Employer.

- 22.03 It is mutually agreed that no grievance shall be considered, the alleged circumstances of which originated or occurred five (5) working days prior to its original presentation, except in the case of a grievance regarding wages which shall have a time limit of twenty (20) working days from the date of receipt of acknowledgement of earned wages.
- 22.04 Any grievance not processed through to the next stage of the Grievance Procedure within the time limits specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement of the parties in writing.
- 22.05 An employee who has a complaint relating to the interpretation, application, administration, or alleged violation of this Agreement shall discuss the complaint with the employee's immediate supervisor. The employee may be accompanied by a Steward or Committee representative if the employee so desires. Such complaint shall be brought to the attention of the immediate supervisor within the time limits specified in Article 22.03. The immediate supervisor shall state a decision verbally to the employee, and to the Steward or Committee representative if any was present when the employee submitted the original complaint, within five (5) working days of the receipt of the complaint.

In the case of a complaint regarding Article 8 – Posting of Positions only, where an employee with greater seniority than the candidate selected for the position has declined to participate in a debriefing interview with the supervisor or principal responsible for filling the posted vacancy, and where the employee has received a letter from the supervisor or principal responsible for filling the posted vacancy in accordance with Article 8.02 (a), the employee, with the assistance of a Steward or Committee representative, submit the grievance at Step 2 to the Manager of Employee Relations, or designate, within the time limit specific in Article 22.03, i.e., five (5) working days.

Step 1: Should the employee be dissatisfied with the immediate supervisor's disposition of the complaint, the employee may, within five (5) working days of receipt of the immediate supervisor's reply, and with the assistance of a Steward or Committee representative, refer the matter in writing to the immediate supervisor. The complaint shall then constitute a formal grievance at Step 1.

The immediate supervisor shall respond to the grievance in writing within five (5) working days of receipt of the grievance at Step 1.

Step 2: Should the employee be dissatisfied with the immediate supervisor's disposition of the grievance at Step 1, the grievance may, within five (5) working days of receipt of the immediate supervisor's written response, be referred in writing to the Manager of Employee Relations, or designate, who shall respond to the grievance in writing within five (5) working days of the receipt of the grievance at Step 2.

Step 3: Should the employee be dissatisfied with the response of the Manager of Employee Relations or designate at Step 2, the Union may advise the Employer in writing, within five (5) working days of receipt of the written response of the Manager of Employee Relations or designate, that it wishes to proceed to Step 3.

Within five (5) working days of receipt of the Union's written notification that it wishes to proceed to Step 3, or at a time mutually agreed to by the parties in writing, the Employer's Grievance Committee shall meet as promptly as possible with the Union Grievance and Negotiation Committee to discuss the grievance. The Employer's Grievance Committee **shall** give a decision to the Union Committee within five (5) working days of the close of the meeting.

Within five (5) working days of receipt of the reply of the Employer's Grievance Committee at Step 3, but not thereafter, the Union Committee may process the grievance to Arbitration in accordance with Article 25.

ARTICLE 23 – POLICY GRIEVANCE

23.01 A policy grievance may be filed by either the Employer or the Union.

A policy grievance is defined and limited to one which alleges:

- (a) incorrect interpretation or administration of the agreement which may affect the collective bargaining interests of the bargaining unit of the Employer; or
- (b) other actions which may affect the collective interests of either party; or
- (c) a breach of an announced policy of the Employer concerning benefits established under the collective agreement.

The party grieving must file a notice of grievance, in writing, with the other party within ten (10) days of the event giving rise to the grievance. If a satisfactory answer, in writing, is not forthcoming within five (5) working days, the parties will proceed to Step 3 of the Grievance Procedure, as outlined in Article 21.

ARTICLE 24 – DISCHARGE GRIEVANCE

24.01 A claim by an employee, who has completed their probationary period, and who claims that she/he has been discharged without just cause, shall be treated as a grievance if a written statement of such grievance is officially lodged with the Employer by the employee within five (5) working days after such employee has been so notified by the Employer. Such special grievance shall commence at Step 3 of the Grievance Procedure and may be settled by confirming the Employer's action in discharging the employee, or by any other arrangement which is just and equitable in the opinion of the conferring parties or, if necessary, by a Board of Arbitration.

ARTICLE 25 – ARBITRATION

25.01 Both parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 22 and which has not been settled, will be referred to a Board of Arbitration at the request, in writing, of either of the parties hereto.

25.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union, a third person to act as Chairperson chosen by the other two members of the Board of Arbitration.

25.03 Within five (5) working days of the request by either party for a Board of Arbitration, each party shall notify the other of the name of its appointee.

- 25.04 Should the person chosen by the Employer to act on the Board of Arbitration and the person chosen by the Union fail to agree on a third person within five (5) working days of the notification mentioned in Article 25.03, the Minister of Labour for the Province of Ontario will be asked to appoint the Chairperson of the Board of Arbitration.
- 25.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be final and binding on both parties. If there is no majority decision, then the decision of the Chairperson of the Board of Arbitration shall govern.
- 25.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 25.07 Each of the Parties to this Agreement will bear the expenses of the Arbitrator appointed by it and of its own witness; and the Parties will jointly bear the expenses, if any, of the Chairperson.
- 25.08 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 25.09 Where both parties agree, a single Arbitrator may be substituted for an Arbitration Board. In such case the Parties shall endeavour to agree on the selection of an Arbitrator, and in the event that they fail to do so, the Minister of Labour will be asked to nominate the Arbitrator.

ARTICLE 26 – GENERAL

- 26.01 The Employer shall reimburse the Union for fifty percent (50%) of the cost of printing this Collective Agreement for all bargaining unit employees to a maximum of \$2.00 per booklet.
- 26.02 The Business Representative of the Union may meet with an employee covered by this Agreement during working hours at a reasonable time provided that:
1. such meeting does not interfere unduly with the routines of the workplace in question;
 2. such meeting has been approved in advance by the Manager of Employee Relations; and
 3. the Business Representative has received confirmation from the Manager of Employee Relations that the employee's immediate supervisor has been notified.

ARTICLE 27 – EFFECTIVE PERIOD AND RENEWAL

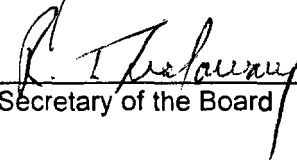
- 27.01 This Agreement shall be effective from April 1, 1996, and shall continue in full force up to and including August 31, 1998, and shall continue from year to year thereafter unless either party gives to the other in writing, not more than four (4) months prior to the date of its termination, notice that it desires to terminate or amend this Agreement. The parties agree to meet within thirty (30) days of such notice or longer period as may be agreed upon.

SIGNATURE PAGE

In witness whereof The Northumberland-Clarington Board of Education has executed this Agreement attested by its proper officers in that behalf:



Chairperson of the Board

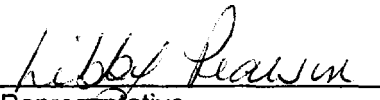


Secretary of the Board

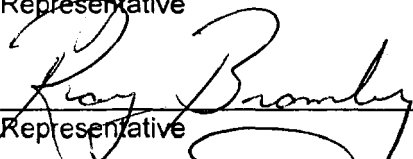
Date 6 February 1998

Chairperson, Personnel Committee

In witness whereof the Union has executed this Agreement attested by the authorized representative of the Health, Office, Professional and Education (HOPE) Division of Local 175, United Food and Commercial Workers International Union.



Representative



Representative

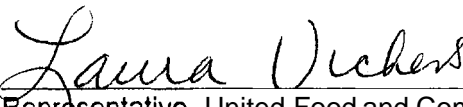


Representative



Representative

Date 3 January 1998



Representative, United Food and Commercial Workers International Union

LETTER OF INTENT -- SECRETARIAL STAFFING COMMITTEE

Letter of Intent

between

The Northumberland-Clarington Board of Education

and

The Health, Office, Professional and Education (HOPE) Division of Local 175

The United Food and Commercial Workers International Union

With regard to the matter of secretarial staffing in elementary and secondary schools, and the Board Office, the parties agree that the Secretarial Staffing Committee shall continue to function during **the** term of this Agreement for the purposes **of**:

1. Reviewing current secretarial staffing levels in elementary and secondary schools and in the Board Office; and
2. Preparing and submitting any recommendations for change in staffing allocation to senior administration which may, if approved by senior administration, be implemented by November in each school year.

LETTER OF INTENT – STAFF IMPROVEMENT PLAN

Letter of Intent

between

The Northumberland-Clarington Board of Education

and

The Health, Office, Professional and Education (HOPE) Division of Local 175

The United Food and Commercial Workers International Union

With regard to the matter of staff improvement, the parties agree that the Staff Improvement Plan Committee, consisting of three (3) representatives of the Employer and three (3) representatives of the Union, shall continue to function during the term of this Agreement to administer the distribution of funds made available by the Board for the purpose of staff improvement and development.

Guidelines and administration procedures shall be developed by this Committee.

LETTER OF INTENT – FLEXIBLE WORKING HOURS

Letter of Intent

between

The Northumberland-Clarington Board of Education

and

The Health, Office, Professional and Education (HOPE) Division of Local 175

The United Food and Commercial Workers International Union

It is recognized that there may be a benefit to both the Employer and to the employee to institute flexible working hours in some functions of the Board. It is also recognized that the ability of the Employer to accommodate flexible working hours may vary over time.

Therefore, where it is deemed practicable by the Employer, based on operational needs, the supervisor or principal, with the agreement of the employee, may establish flexible working hours.

All such arrangements shall be subject to the approval of the Superintendent of Human Resources or designate. Once established, such arrangements may be terminated at the request of either party.

LETTER OF INTENT – TEN AND TWELVE MONTH EMPLOYEES

Letter of Intent

between

The Northumberland-Clarrington Board of Education

and

The Health, Office, Professional and Education (HOPE) Division of Local 175

The United Food and Commercial Workers International Union

Regarding the matter of ten (10) and twelve (12) month employees:

The parties agree that there will be a Committee to examine the possibility of revisions to the working year for some positions.

The Committee will consist of up to four **(4)** members appointed by the Union and up to four **(4)** members appointed by the Board.

The Committee will meet each April to discuss possible changes for the following September.

LETTER OF INTENT – SICK LEAVE

Letter of Intent

between

The Northumberland-Clarington Board of Education

and

The Health, Office, Professional and Education (HOPE) Division of Local 175

The United Food and Commercial Workers International Union

The parties agree to meet in the fall of 1997 to explore the viability of eliminating the accumulation of sick leave for the purpose of retirement gratuity and implementing an alternative sick leave plan including acceptable buy-out provisions of existing liabilities.

LETTER OF INTENT – STAFF DEVELOPMENT

Letter of Intent

between

The Northumberland-Clarington Board of Education

and

The Health, Office, Professional and Education (HOPE) Division of Local 175

The United Food and Commercial Workers International Union

In testing applicants for a posted position, all applicants will be tested on the same equipment and in the same physical environment.

The Board will maintain a committee to determine the staff development needs of employees covered by this Collective Agreement.