

## **AGREED TO ITEMS at March 1, 2016 - SGDSB and OSSTF Education Workers**

### **1. NEW Article 2.02.01 (i) New Language**

A permanent employee who posts into a permanent position of another job class shall be paid at the same step on the appropriate salary grid for the new job class.

### **2. Article 3.01**

The parties have agreed to amend as follows:

The Superior-Greenstone District School Board recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent for all office, clerical, and technical employees, educational assistants, attendance counsellors, child and youth workers and designated early childhood educators employed by the Board save and except the executive secretary, supervisors, persons above the rank of supervisor, students employed for the school vacation period and employees in the bargaining units for which other trade unions hold bargaining rights.

### **3. Article 3.06**

The parties have agreed to amend as follows:

3.06 An Employee is entitled to Union representation at any meeting called for the purposes of discussing discipline, demotion or discharge. The Board will inform the Employee of this right in advance of the meeting and will inform the Bargaining Unit President that the meeting is to take place. An employee has the right to defer the meeting until such representation is available. Representation will be secured within two (2) working days.

### **4. NEW Article 7.04**

*The parties agree to the following wording, provided that such wording is deemed to be within the scope of Article C7 – Specialized Job Classes in the Central Agreement:*

Retired Office Clerical Employees and Attendance Counsellors who perform casual work in the same job class as prior to retirement shall be paid at the same step on the appropriate grid as at their retirement.

**5. Article 8.02.1**

The parties agree to amend the current 8.02 as 8.02.1.

8.02.1 The record of any disciplinary action shall be removed and destroyed after twenty-four (24) months following such action provided the employee has received no other discipline within that period. All copies distributed to any other worksite shall also be removed and destroyed.

Notification that disciplinary action has been removed and destroyed shall be forwarded to the Bargaining Unit President within two (2) days of the removal.

**6. NEW Article 8.02.2**

A bargaining unit member may make a request to his/her principal that the letter of expectation be removed from his/her personnel file once the expectations as set out in the letter have been met. In any case, the letter of expectation will be removed and destroyed no later than twenty-four months (24) following the issuance of the letter of expectation, provided the employee has not received any other discipline or letter of expectation for a similar issue within that period.

**7. NEW Article 8.04 New Language**

The Board shall ensure that all medical information is stored in a secure location and in a confidential manner. The employee shall have access to their file upon request.

**8. Article 10.01**

The parties have agreed to amend as follows:

If the Board intends to initiate layoffs, it will, as soon as possible, meet at a Staff/Board Liaison Committee Meeting, to discuss the following in order to reduce the impact of layoffs:

- a) inviting retirements
- b) accepting voluntary resignations
- c) offering interested employees the option of taking a reduced assignment/job sharing
- d) approving leaves of absences including leaves beyond the period normally allowed by the Board
- e) any other feasible, mutually agreeable options

**9. Article 11.08 ( b)**

The parties agree to amend 11.10 as follows and to renumber to 11.08 (b)

An employee who has been recalled to a different community from which the employee was laid off shall maintain the right for twenty-four (24) months to return to the former community if a position becomes open. If the employee is the successful applicant for the posting, the member shall be provided with three (3) calendar days to accept or decline the position before the position will be offered to another applicant.

**10. NEW Article 12.03 Reassignment of Support Staff New Language**

1. The parties recognize that it is a management right of the Board to reassign support staff personnel, with the exception of information technology personnel and attendance counsellors, as required according to the provisions set out below:
2. In accordance with #1, above, the Board agrees only to exercise that management right under the following conditions:
  - (a) Support staff personnel shall be assigned primarily to a particular school within a township ("school township");
  - (b) The Board agrees that it will not reassign support staff personnel outside of their school township unless that assignment occurs within the township in which the individual resides ("residence township") or any other township in which the individual has expressly agreed in advance to be reassigned ("volunteer township");
  - (c) The parties agree that support staff personnel will be provided with an opportunity to identify the volunteer townships for which they agree to be re-assigned pursuant to a sign-up sheet, attached in draft at Schedule "C";
  - (d) Designation on the volunteer township list may be reconsidered at the discretion of the support staff personnel individual, with advance notice to the Board.
  - (e) Reassignments within the school township will be assigned in the time period as required in the circumstances, but in any case the work day shall not exceed the hours of work as defined in Article 15 (including any travel time between the school assignments);
  - (f) Reassignment in the residence township and volunteer township shall last at least one day and shall not exceed the hours of work as defined in Article 15;
  - (g) Support staff shall not be reassigned from one job class to another;

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3. For all reassignments, the Board agrees:
- (a) to endeavour to first secure a support staff personnel employee who holds the appropriate qualifications for the reassignment to agree to be reassigned; if such agreement cannot be secured, the Board will then make its assignment accordingly;
  - (b) to provide the Union with prior notification, if known, of such reassignment or as soon as practical in the circumstances;
  - (c) to exercise its discretion for reassignment of support staff personnel for any circumstances that the Board deems appropriate having regard to Article 12.01;
  - (d) to limit the length of the reassignment to the greatest extent possible in the circumstances, but in any case, in accordance with Article 11.09 and 13.02.
4. The parties acknowledge that the terms of 12.03 do not apply to Professional Development.

### 11. NEW Article 12.03 Schedule 'C' - Volunteer Township List

For the purposes of re-assignments, the Board has been divided by area into various townships:

1. Beardmore
2. Geraldton
3. Red Rock
4. Terrace Bay
5. Marathon
6. Manitouwadge
7. Longlac
8. Nakina
9. Schreiber
10. Nipigon
11. Dorion

Please indicate below any of the above townships which you agree to be re-assigned to for at least one day (normal work day)

Name	School Township	Additional Townships
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**12. Article 15.01( a)**

The parties agree to amend as follows:

15.01(a) Subject to paragraph 15.01 (b), the normal hours of work for all full-time employees shall be seven (7) consecutive hours, exclusive of the lunch break, per day for a total of thirty-five (35) hours per week. The hours of work for part-time and full-time employees will be consecutive exclusive of the lunch break. This shall include all Professional Development Days. Part-time employees in schools not on a balanced day schedule will be scheduled either in the morning or in the afternoon unless the employee agrees otherwise.

**13. Article 15.01( b)**

The parties agree to amend as follows:

15.01( b) The normal hours for all full time Attendance Counsellors and Educational Assistants shall be six and one half (6.5) consecutive hours, exclusive of the lunch break per day for a total of thirty-two and a half (32.5) hours per week.

**14. Article 15.02( b)**

The parties agree to amend as follows:

Where Educational Assistants, Attendance Counsellors, Child and Youth Workers and Designated Early Childhood Educators are required by their Principal to attend events such as concerts, meetings, Open House or Parent's Night, they shall be paid their normal hourly rate. If through attendance at such events the employees' hours of work exceed thirty-five (35) in a week, Article 15.02 (a) shall apply.

**15. Article 15.04**

The parties agree to amend as follows:

The Attendance Counsellors, Educational Assistants, Designated Early Childhood Educators, and Child and Youth Workers are twelve (12) month employees. The normal work year for Attendance Counsellors, Educational Assistants, Child and Youth Workers and Designated Early Childhood Educators consists of the school year as defined in the Education Act. This article shall constitute proper notice of lay off at the end of the school year.

**16. Article 18**

The parties agree to amend the title of this Article to “Employee Performance Appraisal”.

**17. Article 18.01**

The parties agree to delete the current 18.01.

**18. Article 18.02**

The parties agree to amend as follows:

The Board will consult with the Union and allow it an opportunity to provide input prior to making any material amendments to the Procedure.

**19. Article 18.03**

The parties agree to delete the current 18.03.

**20. NEW Article 18.04 New Language**

An employee will be notified in writing at the start of the school year in which a performance appraisal report will be completed for that employee.

**21. Article 18.04 Current Language**

The parties agree that the current 18.04 will be renumbered to 18.14.

**22. NEW Article 18.05**

The parties agree to amend as follows:

18.05 In the school year in which the employee is to be appraised, supervisors shall communicate with the employee to review the procedure and outline performance expectations. Employees shall be granted a meeting to review the procedure and performance expectations, if one is requested. Such meetings shall occur before September 30<sup>th</sup>.

**23. NEW Article 18.09 New Language**

The employee shall be given an opportunity to initial or sign the report and add comments if the employee desires. The employee’s initials or signature only indicate that the employee has read the report.

**24. NEW Article 18.10 New Language**

An employee shall have the right to OSSTF representation at the meeting held to discuss the report.

**25. NEW Article 18.11 New Language**

A report, which alleges that the employee's performance is unsatisfactory, shall outline the reasons and specific recommendations for improvements necessary to achieve a satisfactory outcome.

**26. NEW Article 18.12 New Language**

An employee in receipt of an unsatisfactory performance appraisal report shall be provided a reasonable time for improvement prior to a subsequent evaluation.

**27. NEW Article 18.13**

18.13 Bargaining Unit Members shall not make or provide input into the performance appraisal of other Bargaining Unit Members.

**28. Article 21.02 ( b)**

The parties agree to amend as follows:

Employees who are required by the Board to wear protective footwear during the course of their duties shall be reimbursed by the Board up to an annual maximum of \$120.00 upon presentation of a receipt for the purchase of C.S.A. approved footwear.

**29. Article 25.02**

The parties agree to amend as follows:

25.02 The Board and the Union recognize their mutual obligations under the Human Rights Code and the Workplace Safety and Insurance Act to take reasonable steps to attempt to accommodate employees who, because of a disability, are unable to perform the normal requirements of the job.

Where appropriate medical documentation requires the temporary accommodation to include a shortened work-day, the employee may be able to access sick leave credits, if available, to avoid a reduction in salary.

Employees are entitled to Federation representation at all meetings related to such accommodations. Should the employee wish to exercise this right, the Bargaining Unit President will be informed of the date and time of the meeting and will attend or will appoint a designate to attend. Such representation will be secured within two (2) working days.

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For WSIB matters, the accommodation meeting will take place as soon as possible and suitable modified work may be offered. If, due to the need to hold the WSIB meeting as soon as possible, Federation representation could not be secured for the meeting, the employee may request a follow-up meeting during which Federation representation will be present. Such representation will be secured within two (2) working days.

### **30. Article 28.08**

The parties agree to amend the preamble as follows:

Absence without loss of salary, sick leave credits, benefits, seniority, experience and all other rights and privileges under this Collective Agreement shall be granted according to the following:

### **31. Article 28.08 ( c)**

The parties agree to renumber the current 28.08 ( d) as 28.08 ( c) as follows:

( c) Members of the Union's negotiating committee shall be granted a leave of absence to attend negotiations for the renewal of this Collective Agreement.

### **32. Article 28.08 ( d)**

The parties agree to renumber the current 28.08 ( e) as 28.08 ( d) and amend as follows:

( d) The OSSTF shall reimburse the Board for any replacement costs incurred by the Board in granting the leaves described in paragraphs (a) through (c).

### **33. Article 28.08 ( e)**

Members who serve as Federation representatives on Employer-Employee committees which are convened during work hours.

### **34. NEW Article 28.08.1 (a) Bargaining Unit President Leave**

The parties agree to renumber the current 28.08( c) and amend as follows:

28.08.1 ( a) At the request of the Bargaining Unit President, the Director shall grant the Bargaining Unit President a leave of absence for up to two (2) school years. The Bargaining Unit shall inform the Board no later than June 30th as to the F.T.E. portion of the President's leave of absence to be taken in the following school year.

### **35. NEW Article 28.08.1 ( b)**

28.08.1 ( b) During Bargaining Unit President Leave, the Bargaining Unit President shall not suffer a loss of salary, sick leave credits, benefits, seniority, experience or any other rights and privileges under this Collective Agreement. Notwithstanding this, during the



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Bargaining Unit President Leave, the Bargaining Unit President is not entitled to vacation, sick leave under Article 26 or Leaves of Absence under Articles 28.01 to 28.07, 28.09 and 28.11.

### **36. NEW Article 28.08.1 ( c )**

28.08.1 ( c ) Notwithstanding the consecutive day requirement set out in 2.02.01, for the purposes of replacing the Bargaining Unit President while on leave, the leave shall be considered a temporary job vacancy for the duration of the school year. The job shall be posted for at the beginning of each school year. In addition to the provisions of the Collective Agreement applicable to all temporary employees pursuant to Article 2.02.01, the incumbent will accrue seniority exclusively for the purpose of applying for permanent vacancies with the Board.

### **37. NEW Article 28.08.2**

28.08.2 For the Bargaining Unit President Leave, the OSSTF shall reimburse the Board for the cost of salary, statutory and negotiated benefits of the Bargaining Unit President on the lowest grid step in the Bargaining Unit, equivalent to the FTE portion of the President's leave, during the period of the Bargaining Unit President's approved leave.

### **38. NEW Article 32.04**

The parties agree to renumber the current 32.04 and add the following new article as 32.04:

32.04 The Committee will meet to review projected funding and staffing information for the following school year. The committee will address reasons for any staffing reductions in the Bargaining Unit no later than June 30<sup>th</sup> of the school year and will consider solutions to these reductions as set out in Article 10.01.

### **39. NEW Article 37 Medication and Medical Procedures**

37.01 Notwithstanding the administering of oral medication outlined in Policy/Program Memorandum 81, no employee shall be required to perform any medical or physical procedure on any pupil.

### **40. NEW Article 37.02**

37.02 The Board shall provide employees with training in order to ensure compliance with PPM81. The Board recognizes that it retains all legal responsibilities for the actions of employees who provide such a service.

### **41. NEW Article 39 Professional Development**

39.01 The Board and the Bargaining Unit shall form a joint advisory committee on professional development. The goal of the committee is to ensure that professional development is reflective of the employees' need to further enhance professional practice.

**42. NEW Article 39.02 Professional Development**

39.02 The committee shall consist of an equal number of employees, as appointed by the Bargaining Unit President, and of Board representatives to a maximum of four (4) members in total.

**43. NEW Article 39.03 Professional Development**

39.03 The committee shall meet a minimum of two (2) times per year.

**44. NEW Letter of Intent – Attendance Support**

The parties agree that prior to the implementation of any attendance support program that is to be applied to members of the bargaining unit, the Board will meet with the Union to provide opportunities for the union to comment upon the creation of the program.

**45. ix) Letter of Understanding – PD Implementation**

The parties agree to delete this letter of understanding.

**46. vii) Letter of Understanding – Performance Appraisal**

The parties agree to delete this letter of understanding.

**47. Letter of Understanding – Violence in the Workplace Committee**

Parties agree to remove this Letter of Understanding from the Collective Agreement.

**48. Letter of Understanding – Violence and Harassment Management Guideline**

The parties acknowledge that this Letter of Understanding, as agreed to in 2013, remains in the Collective Agreement.

**49. Letter of Understanding – Child and Youth Workers**

The parties acknowledge that there was an error in the Life Insurance and Accidental Death and Dismemberment amount in the Letter of Understanding and that the correct amount is \$150,000.

**50. Schedule “A” Salary**

The parties agree to amend description of column 3 of Salary Grid to include “Child and Youth Workers”.

**51. NEW Letter of Understanding – Pay Equity Maintenance**

The Board and Union agree upon the importance of pay equity maintenance.

The parties agree to strike a joint committee for the maintenance of the pay equity plan.

The first meeting of the joint committee shall take place by November 30, 2016. Any extension to this timeline shall only be by mutual agreement.

Subsequent meetings shall be held annually thereafter for the purposes of initiating the maintenance of the pay equity process.

An amended plan shall be posted as required or a letter of agreement shall be signed by the parties each year to confirm the review has taken place.