

COLLECTIVE AGREEMENT

-Between-

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

(Hereinafter called the "OSSTF" or "Union")

-Representing-

The Educational Support Staff of the Ontario Secondary School Teachers' Federation

Employed by the Board
(Hereinafter called the "Bargaining Unit")

-And-

THE SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

(Hereinafter called the "Employer" or "Board")

FOR THE PERIOD

September 1, 2008 to August 31, 2012

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ARTICLE 1.0: PURPOSE

1.01 It is the right and purpose of the Parties to maintain harmonious relationships between the Board and Educational Support Staff in the bargaining unit and to cooperate to the fullest extent in an endeavour to provide the best possible educational service.

1.02 It is the desire of the Parties to set forth in this agreement certain of the terms of employment for Educational Support Staff covered in this agreement.

ARTICLE 2.0: DEFINITIONS

2.01 Casual Employee: is an employee who works for the Board from time to time on an as needed basis but not for more than fifteen (15) consecutive days.

2.02 Casual employees are paid only for hours worked. Only the following articles of this Collective Agreement apply to casual employees:

- 1: Purpose
- 2: Definitions
- 3: Recognition
- 4: Management Functions
- 5: No Strikes or Lockouts
- 6: Union Membership and Dues
- 7: Payment of Wages
- 8: Personnel Files
- 12: Casual Call Ins
- 15: Hours of Work
- 20: Grievance/Arbitration
- 21: Health and Safety
- 22: Discrimination/Harassment
- 24: Employees with Disabilities
- 30: Mileage

2.02.01 Temporary Employee: is an employee employed in the same assignment for more than 15 consecutive days but not more than 1 year. Subject to paragraphs (a), (b) and (c) below, only the following articles apply to temporary employees:

- 1: Purpose
- 2: Definitions
- 3: Recognition
- 4: Management Functions
- 5: No Strikes or Lockouts
- 6: Union Membership and Dues
- 7: Payment of Wages
- 8: Personnel Files
- 12: Casual Call Ins
- 15: Hours of Work
- 20: Grievance/Arbitration
- 21: Health and Safety
- 22: Discrimination/Harassment
- 24: Employees with Disabilities
- 30: Mileage

a) Temporary employees engaged for an assignment, which is known in advance to exceed three (3) consecutive months, will be entitled to participate in the benefits listed below from the outset of their assignment. If the assignment is not known to exceed three (3) consecutive months at the outset, the temporary employee will be entitled to participate in the benefits listed below on the first day of the fourth consecutive month or as soon as it becomes known that the assignment will exceed three (3) consecutive months.

- Medical Insurance - paragraph 5 of Article 27.0 (a)
Group Life and Welfare Plan
- Dental Benefit Plan - paragraph 6 of Article 27.0 (a)
Group Life and Welfare Plan

- b) Temporary employees shall be entitled to one (1) personal leave day for each completed period of four (4) consecutive months of work.
- c) Temporary employees engaged for three (3) or more consecutive months shall accumulate two (2) sick leave credits per completed month of employment to a maximum of twenty (20) credits in a school year. Unused credits shall expire without value at the end of each temporary assignment.
- d) Where a temporary employee is not assigned due to a professional development day or board holiday, such days shall not be considered a break in service.
- e) When a Casual Employee is employed in the same assignment for fifteen (15) consecutive days or greater, the employee shall receive the appropriate salary grid hourly rate retroactive to the first day employed in the casual position.
- f) All temporary employees shall be paid at Step 0 of the appropriate salary grid for the position held.

ARTICLE 3.0: RECOGNITION

3.01 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 and attendance counsellors 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 another trade union holds bargaining rights.

- 3.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 3.03 This Agreement is binding upon the Board and OSSTF and upon its members employed by the Board.
- 3.04 The Board recognizes the right of the Bargaining Unit to have any advisory agent, counsel, solicitor or duly authorized representative assist, advise or represent the Bargaining Unit in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.05 OSSTF recognizes the right of the Superior-Greenstone District School Board to have any advisory agent, counsel, solicitor or duly authorized representative assist, advise or represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 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.
- 3.07 The Board shall permit the Union to inspect and make copies of minutes, at its expense, of all public meetings of the Board and its Committees.
- 3.08 The Bargaining Unit shall notify the Board annually in writing of the names of its officers authorized to represent the Bargaining Unit.
- 3.09 The Board shall provide the Union with bulletin board space in each school on which to post Union notices.
- 3.10 The Board shall provide all new hires with a copy of the Collective Agreement and with the name of the Bargaining Unit President.

- 3.11 The Board shall notify the Bargaining Unit President, in writing, of all new hires within ten (10) working days of the date of hire by the Board. This notification shall include the employee's name, classification and location of the position within the Board.
- 3.12 The Board will recognize one Union representative in each worksite for the purpose of assisting employees with the administration of the Collective Agreement and the business directly pertinent thereto.
- 3.13 The Union acknowledges that the Union representatives referred to in Article 3.12 have their regular duties to perform on behalf of the Board. Consequently, the Union representatives shall attempt to conduct Union business outside of working hours. Where that is not possible, the representatives shall not leave their regular duties without having first secured the permission of their immediate supervisor. In accordance with this understanding, such representatives shall not suffer any loss of pay while performing Union duties in accordance with this Article.
- 3.14 Appendices and Letters of Understanding:

Attached to and forming an integral part of this Collective Agreement are the following items:

- i. Appendix 'A': Employment Standards Act – Pregnancy and Parental Leave
- ii. Appendix 'B': Employment Standards Act – Family Medical Leave
- iii. Schedule 'A': Salary Schedule
- iv. Schedule 'B': Letter of Form
- v. Letter of Understanding: Cumulative Sick Leave
- vi. Letter of Understanding: Violence in the Workplace
- vii. Letter of Understanding: Performance Appraisal
- viii. Letter of Understanding: Long Term Disability Insurance
- ix. Letter of Understanding: PD Implementation

ARTICLE 4.0: MANAGEMENT FUNCTIONS

- 4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.
- 4.02 All rights not expressly granted to employees hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement and relevant Acts and Regulations.

ARTICLE 5.0: NO STRIKES AND LOCKOUTS

- 5.01 There shall be no strike or lockout during the term of this Agreement. The terms “strike” and “lockout” shall bear the meaning given them in the *Labour Relations Act*, as amended.

ARTICLE 6.0: UNION MEMBERSHIP AND DUES DEDUCTION

- 6.01 All employees of the Board covered by this agreement shall, as a condition of continued employment, become and remain members in good standing of OSSTF.
- 6.02 All future employees of the Board covered by this agreement shall, as a condition of continued employment, become members of OSSTF within thirty (30) days of commencing employment with the Board.
- 6.03 On each pay date the Board shall deduct from each member who receives a cheque/deposit the OSSTF regular monthly dues and any dues chargeable by the Bargaining Unit. The

amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

- 6.04 The OSSTF dues deducted shall be forwarded to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. The payment shall be accompanied by a list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.
- 6.05 Any Bargaining Unit dues deducted shall be forwarded to the Treasurer of OSSTF District 6B, Superior North, no later than the fifteenth of the month following the date on which the deductions were made. The payment shall be accompanied by a list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.
- 6.06 OSSTF agrees to indemnify and save harmless any action against the Board resulting from such deductions authorized by the OSSTF and/or Bargaining Unit.

ARTICLE 7.0: PAYMENT OF WAGES

- 7.01 The employer shall pay salaries and wages in accordance with the Salary Schedule, "SCHEDULE A", attached hereto and forming part of this Agreement.
- 7.02 The employees covered by this agreement shall be paid twice a month, on the 15th and the 30th. Pay periods shall

end on Friday and payroll statements will be distributed not later than the following Friday.

7.03 Casual employees covered by this Agreement shall be paid twice a month, on the 15th and the 30th. Pay periods shall end on Friday and payroll statements will be distributed not later than the following Friday. Casual employees who have worked from the 1st to the 15th shall be paid on the 30th of the month and casual employees who have worked from the 16th to the 31st shall be paid on the 15th of the following month.

ARTICLE 8.0: PERSONNEL FILES

8.01 Employees in the Bargaining Unit shall have access to their personnel files at reasonable times in the presence of a member of the Administration. Upon written request employees shall be provided with a copy of material contained in such files. It is understood that should there be mutual agreement between the employee and the Administrator, that an item is inaccurate; the item shall be removed and destroyed or corrected as appropriate. All copies distributed to any other worksite shall also be removed and destroyed or corrected as appropriate. It is further understood that should there be no mutual agreement between the employee and the Administrator; the employee shall have the right to make a written reply to the item, which the employee feels is inaccurate. The reply shall form part of the employee's file. No additions to the employee's file shall be made without the employee receiving a copy. There shall be only one official Personnel File for each employee. This file shall be kept at the Board Office.

8.02 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.

8.03 Material removed and destroyed from members file shall not be referred to or used against the member in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be used against the member in order to demote, dismiss, discharge or discipline the member in any way, nor shall it be used against the member in any arbitration or any other legal proceeding.

ARTICLE 9.0: SENIORITY

9.01 Seniority is defined as time since date of hire in the Bargaining Unit and shall include service with the employer prior to the certification of the Bargaining Unit. Seniority will be applied to the Bargaining Unit on a board-wide basis in job posting, recalls, promotions, transfers, and layoffs. When a tie occurs because two (2) or more employees have started work on the same day, the tie shall be broken as follows:

- (a) Total years experience with the Board
- (b) Years of service in the same job function with another Board
- (c) By lot, in a manner determined by the Board and the Union.

9.02 The employer shall maintain a seniority list showing each employee's name, total experience with the employer, classification and place of work. This seniority list shall include members with recall status. In May of each year, the employer shall post a copy of an up-to-date seniority list in all work locations with members covered by this Collective Agreement. Any question as to the accuracy of the seniority dates must be submitted within fifteen (15) working days of the posting of the list, following which, the dates will be considered to be correct.

9.03 Seniority rights shall cease for any one of the following reasons when an employee:

- a) Resigns
- b) Is discharged and is not reinstated through the grievance procedure or arbitration
- c) Is laid off and decides to take severance pay.

9.04 The employer shall notify employees who are to be laid off as outlined in the *Employment Standards Act*.

9.05 An employee will be on probation until he/she has completed ninety (90) days of active employment with the Board. Upon successful completion of the probationary period, he/she shall then be credited with seniority equal to the probationary served and seniority thus acquired shall be applied in the manner set out in this agreement.

9.06 The following leaves will be recognized for seniority purposes: pregnancy leave, parental leave, leave of absence, sick leave, secondment, long term disability, Employee Funded Leave Plan, Workers' Compensation, Family Medical Leave, a leave of absence to undertake a temporary position with the Board not covered by this Collective Agreement, for the first twelve (12) months of such leave, and any other Board-approved leave contained within this agreement where it is stated that seniority shall continue to accrue.

ARTICLE 10.0: SURPLUS and LAYOFFS

10.01 If the Board intends to initiate layoffs, it will, as soon as possible, meet at a Labour Management 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

10.02 a) For the purposes of this article, workplace shall be grouped in six (6) communities:

- i. Beardmore
- ii. Geraldton-Longlac
- iii. Manitouwadge
- iv. Marathon
- v. Nipigon-Red Rock and Dorion
- vi. Terrace Bay and Schreiber

b) For the purposes of this Article layoff shall mean:

- i. Reduction of hours of employment resulting in lower F.T.E.
- ii. Reduction in staff

10.03 In the event of reduction of the number of positions in any job classification in any workplace, the least senior employee in that job classification in that workplace shall be notified that such employee is surplus.

Bumping Procedure:

10.04 For the purposes of this Article the Full-time Equivalent (F.T.E.) of an employee shall be determined in reference to the normal full-time hours for the classification in which the employee works. For example, the F.T.E. of an employee who works 3 hours/day in a classification whose normal full-time hours is 6 hours per day is 0.5; the F.T.E. of an employee who works 3 hours per day in a classification whose normal full-time hours are 7 hours per day is 0.43.

- 10.05 For the purposes of the Bumping Procedures, the F.T.E. of an employee holding two (2) part-time positions in the same classification is 1.0.
- 10.06 The employee notified in Article 10.02 above shall have the choice of accepting lay off or bumping a less senior employee in that job classification with the same F.T.E. (if one exists) within that community, however the employee must decide within three (3) working days.
- 10.07 If the employee cannot bump an employee with the same F.T.E. within the same job classification within the same community, the employee shall have the right to bump a less senior employee with the same job classification on a board-wide basis. However, if the employee would prefer to remain in the same community, the employee may choose to bump a less senior employee with a lower F.T.E. in the same job classification in the same community
- 10.08 If the employee cannot bump within the job classification, or the employee chooses not to bump outside the community, the surplus employee shall have the right to bump a less senior employee, in the following sequence, provided the surplus employee can do the job without formal training. The employee however must be afforded a reasonable orientation and familiarization period for up to three (3) continuous months.
- a) A less senior employee in any classification in the same or lower grade salary level, within the community, with the same F.T.E. and if such does not exist;
 - b) A less senior employee in any classification in the same or lower grade salary level, within the community, with a lower F.T.E.

- 10.09 If the surplus employee still cannot bump within the community, the employee shall have the right to displace a less senior employee on a board-wide basis according to the procedure set out in Article 10.07.
- 10.10 In order to prevent layoffs, permanent employees who have not been placed through the Bumping Procedure, shall be offered, in order of seniority, temporary position(s), within the employee's job classification or for which the employee can perform the job without formal training, while maintaining their rights and entitlements as a permanent employee under the Collective Agreement. No Temporary Employee shall be employed except where the surplus employee has refused the offer to be assigned to a temporary position.
- 10.11 After exhausting the above procedures, permanent employees who have not been placed shall be laid off.
- 10.12 a) Employees on lay off shall retain the right of recall for thirty-six (36) months after which time employment is terminated.
- b) Notwithstanding 10.12 (a), members on recall on or after September 1, 2008 shall have their recall rights extended to August 31, 2012 if necessary for the purpose of the Letter of Understanding, re: PDT implementation.
- 10.13 Employees on layoff may submit a written request to the Board to be placed on a school(s) casual call-in list. The request shall identify the positions and the schools for which they are available. The Board will forward the information to the respective schools by September 15th of each school year and any time throughout the year as lay offs occur.

ARTICLE 11.0: RECALL

- 11.01 Before hiring externally to fill a vacancy, the Board shall offer the vacancy to an employee, beginning with the most senior employee with the highest F.T.E., who has the ability to do the work and who has suffered a loss of regularly scheduled hours due to a lay off. The employee, however, must be afforded a reasonable orientation and familiarization period for up to three (3) continuous months.
- 11.02 No new employee will be hired until all persons on lay off and having the ability to do the work have been given an opportunity for recall.
- 11.03 Notice of recall to work shall be made by registered mail directed to the employee's last address of record. The employee may be contacted by telephone, fax or other reasonable manner and the recall will be confirmed by registered mail.
- 11.04 All employees eligible for recall are responsible to notify the Board of their address and telephone number.
- 11.05 An employee who accepts a permanent position through the recall procedures shall be reinstated as though there had been no interruption in service with full rights and benefits unless specifically modified by this agreement.
- 11.06 The employee notified of a recall must advise the Board of their intention to return to work within ten (10) days from date of mailing of such notification. The employee must return to work within a period of time satisfactory to both the employee and the Board.
- 11.07 An employee may refuse a recall to any of the following positions and not lose seniority nor the right to exercise the employee's seniority for any subsequent job opening:

- A temporary position
- A position with a lower FTE than that of the position from which the employee was laid off
- A position outside the job classification from which the employee was laid off
- A position outside the employee's community.

11.08 An employee who has been recalled to a position different from the position from which the employee was laid off shall maintain the right for twenty-four (24) months to return to the former position if it becomes open.

11.09 Employees with recall rights, who are able to perform the duties of the position, shall be called first for temporary employment beginning with the most senior laid-off.

11.10 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 former community if a position becomes open.

ARTICLE 12.0: CASUAL CALL INS

12.01 a) The Board, from time to time, requires work to be performed on a casual or "as needed" basis. Prior to calling in other persons for such work, the Board shall attempt to contact employees in the community with recall rights, in order of seniority, who have the ability to perform the casual work available.

b) Where there are no employees within the community with recall rights who have the ability to perform the casual work available and subject to any operational requirements, the Board shall offer the casual work to a part-time employee in the community who has the ability

to perform the work and whose part-time position does not conflict with the available casual work.

- c) Part-time employees performing casual work, in their own classification will be paid their salary grid position. All others shall be paid the casual rate.
- d) Casual work will not be considered when determining whether or not an employee is qualified for a permanent or temporary position.

ARTICLE 13.0: JOB POSTING

13.01 Subject to Article 13.02, all job vacancies within the bargaining unit shall be posted for a period of five (5) working days on all bulletin boards of the Board and the Board Website. The posting shall show the classifications vacant, the normal requirements of the job, the number of hours per week, the rate of pay and the location of the position. One electronic copy of the job posting shall be sent to the Bargaining Unit President and Branch Presidents on record, the day it is posted.

13.02 a) Temporary vacancies not expected to last more than three (3) months may be filled at the discretion of the Board subject to the provisions of Article 11.09.

b) One subsequent vacancy created as a result of filling a posting of a temporary vacancy expected to last more than 3 months will be posted. Any subsequent vacancies will be filled at the discretion of the Board.

13.03 Applicants for a posted position shall apply in writing to the Board or as otherwise directed in the posting. The Board will consider the skill, ability, qualifications and training of the applicants in question to perform the required work. Where these are relatively equal in the

- judgement of the Board, the employee with the most seniority shall be selected.
- 13.04 The Board shall within five (5) working days notify the Bargaining Unit President and the Branch President of the name, position, title and seniority of the successful applicant of the posted position.
- 13.05 The Board shall transfer the successful applicant to the new position within thirty (30) calendar days of the final selection unless the posting specifies a later start date or there is mutual agreement between the Bargaining Unit President and the Board.
- 13.06 Where a temporary employee is hired for the permanent position, for which the employee was hired as a temporary employee, seniority and grid movement shall date from the beginning of the employment provided there is no break in service.
- 13.07 Internal job postings shall be open to permanent employees, probationary employees, and members on the recall list only.
- 13.08 An educational assistant who posts into a temporary assignment may only apply to another temporary assignment that commences after the termination date of the current temporary assignment.

ARTICLE 14.0: TRANSFERS

- 14.01 Two employees who wish to exchange positions may apply for a mutual transfer provided each employee is fully qualified to perform the other's job. The employees must make written application and the Board shall advise the employees within ten (10) working days of whether the application has been approved or denied. The Board's approval shall not be unreasonably withheld but shall be

subject to the staffing requirements of the schools involved.

14.02 No employee will be transferred without the employee's consent other than in accordance with the layoff /recall provisions of this Collective Agreement.

ARTICLE 15.0: HOURS OF WORK

- 15.01a) 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. Effective September 1, 2009 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.
- b) Except as otherwise provided through the implementation of the PDT agreement, the normal hours of work for full-time Attendance Counsellors and Educational Assistants shall be six and one half (6.5) consecutive hours, exclusive of the lunch break, per day.
- c) Where part-time employees have been approved to participate in Board scheduled Professional Activity days or Board approved workshops or conferences that extend beyond the employees' normal hours of work, they will be paid as a F.T.E. of 1.0 for the day.
- 15.02a) Authorized work performed by an employee in excess of thirty-five (35) hours in a week shall be paid at time and one-half the employee's regular straight time hourly rate. Authorized work performed on a Sunday shall be

paid at double the employee's regular straight time hourly rate. The employee may elect to receive, in lieu of overtime pay, time off to be taken at a time agreed upon by the employee and his/her Supervisor.

- b) Where Educational Assistants and Attendance Counselors 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.

15.03 The Board will consult with the Bargaining Unit when scheduling professional development activities for employees in the Bargaining Unit. Where employees must travel to or from professional development activities outside their normal hours of work such travel time shall be considered work time.

15.04 The Attendance Counselors and Educational Assistants are twelve (12) month employees. The normal work year for Attendance Counselors and Educational Assistants consists of the school year as defined under the Education Act. This article shall constitute proper notice of the layoff at the end of the school year.

15.05 The Board shall provide fifteen (15) minute paid rest periods in the morning and in the afternoon for all employees. The breaks will be scheduled as close as is practicable to the mid point of each (1/2) half day. Employees may take their breaks away from their workstation. In schools operating on the balanced school day schedule, the afternoon break may be scheduled by the Principal to attach to the employee's lunch period with the consent of the employee.

ARTICLE 16.0: VACATIONS

16.01 New employees with the Board will accrue vacation entitlement at the rate of one (1) day per month worked in the year of hire, to a maximum of ten (10) days. Employees on the active payroll of the Board who will have completed the years of service specified within the calendar year shall be granted vacation with pay as of January 1st in accordance with the following (pro-rated for the part-time employee):

1 year of service: 2 weeks
3 years of service: 3 weeks
8 years of service: 4 weeks
12 years of service: 5 weeks
15 years of service: 6 weeks

Effective January 1, 2008 after 20 years: 6 weeks plus one (1) day per year in excess of twenty (20) years to a maximum of five (5) days.

16.02 Vacation shall be scheduled by the Board after considering requests from employees provided the requests are submitted no later than May 1. One week of vacation may be taken during the school year with the approval of the employee's supervisor. All other vacation must be taken during the Christmas, March and/or summer breaks.

ARTICLE 17.0: PAID HOLIDAYS

17.01 Subject to the provisions of this article, employees shall receive pay for the following holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day

Labour Day
Thanksgiving Day
Christmas Eve Day
Christmas Day

Canada Day
Civic Holiday
Family Day

Boxing Day
New Year's Eve Day

17.02 a) In lieu of Remembrance Day, one (1) floating holiday each school year will be scheduled at a mutually agreeable time with the approval of the Principal or immediate Supervisor. It is agreed that the scheduling of such day shall not incur any replacement cost to the Board.

b) Holiday pay will be computed, at the employee's regular rate of pay, on the basis of the number of hours the employee would otherwise have worked had there been no holiday.

17.03 In order to qualify for holiday pay, the employee must work the full scheduled hours of work on the work day immediately before the holiday and the full scheduled hours of work immediately following the holiday unless absent for reasons satisfactory to the Board.

17.04 An employee authorized to work on any of the above holidays shall be paid at the rate of two times the employee's regular rate for all hours worked in addition to any holiday pay to which the employee is entitled.

ARTICLE 18.0: EMPLOYEE EVALUATION POLICY

18.01 Prior to introducing an Employee Evaluation Policy applicable to the employees in the Bargaining Unit, the Board will provide the Union with a reasonable opportunity to provide input into the policy.

18.02 Once a Policy is in place, the Board will consult with the Union prior to making any material amendments to the Policy.

- 18.03 Until an Employee Evaluation Policy/Policies has/have been developed for all employees in the Bargaining Unit, no formal employee evaluation will be conducted.
- 18.04 Any disciplinary action resulting from a performance appraisal may be the subject of a grievance. Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time limits in Article 20: Grievance/Arbitration Procedure.

ARTICLE 19.0: DISCIPLINE & DISCHARGE

- 19.01 No employees shall be disciplined, or discharged without just cause. Notwithstanding, the parties recognize the discipline, or discharge of a probationary employee shall be subject to a lesser standard of just cause.
- 19.02 Employees shall be notified in writing of the grounds for discipline or discharge. The employee has the right to reply to such a report and that reply shall become part of the employee's personnel file.

ARTICLE 20.0: GRIEVANCE / ARBITRATION PROCEDURE

20.01 Definition:

- a) A "grievance" shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, between the employee, group of employees or OSSTF and the Board.
- b) A "party" shall be defined as:
i) OSSTF;
ii) the Board
- c) "Days" shall mean school days unless otherwise indicated.

- d) The “grievor” shall be defined as the party initiating the grievance.

20.02 Informal Stage:

The employee, or group of employees must attempt to resolve a grievance by informal discussion with the Principal or immediate supervisor prior to initiating the formal grievance. The employee may be accompanied by an OSSTF representative at the employee’s request.

20.03 Formal Stage:

Step 1

- a) Where OSSTF decides to proceed with a grievance, it shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and shall deliver the same to the Principal or Supervisor within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the employee ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.
- b) The Principal or immediate supervisor or designate, shall meet with the grievor(s) and the designate OSSTF representative(s) within ten (10) days from the receipt of the grievance. The Principal or immediate supervisor or designate shall forward the written decision to OSSTF within five (5) days of such meeting.

Step 2

- a) Failing settlement at Step 1, OSSTF may submit the grievance, in writing, to the Director or designate within five (5) days of receiving the decision at Step 1.
- b) The Director or designate shall meet with the designated OSSTF representative(s) within ten (10) days from the receipt of the grievance. The grievor(s) may attend such meeting at the request of the OSSTF representative(s). The Director or designate shall forward a written decision to OSSTF within five (5) days of such meeting.

Step 3

If no settlement is reached, OSSTF may submit the grievance to arbitration within twenty (20) days of receipt of the response as follows:

- a) Arbitration: When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- b) Decision of the Arbitrator: An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any employee(s) affected by it.

- c) Board of Arbitration: When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the arbitration board, the other party may request the Minister of Labour to refer the grievance to a single arbitrator.

- d) Decision of the Board of Arbitration: An Arbitration Board shall give a decision within thirty (30) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.
- e) A grievance relating to the dismissal or discharge of an employee may be filed at Step 2.
- f) Powers of the Board of Arbitration: An arbitrator or an Arbitration Board, as the case may be, has the powers of an arbitrator or Arbitration Board under the *Labour Relations Act*.
- g) Expenses of the Arbitration or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator. In the case of an Arbitration Board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the chair of the Arbitration Board.

- h) Policy Grievance: OSSTF and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall not be filed where the subject matter of the grievance could have been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to OSSTF or the Director of Education and must be filed within twenty (20) days of the occurrence of the circumstances giving rise to the grievance or when OSSTF or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.
- i) Grievance Mediation:
- a) At any stage of the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- b) The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.
- j) Other:
- a) All time limits herein for the grievance and arbitration procedure are mandatory and may be extended only upon written consent of the parties.

- b) If the grievor or OSSTF fails to act within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievance will be considered abandoned. If the Board or its representatives fails to reply to a grievance within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, OSSTF may submit the grievance to the next step of the procedure.
- c) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- d) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
- e) There shall be no reprisals of any kind taken against any employee because of the employee's participation in a grievance or arbitration procedure under this Agreement.

ARTICLE 21.0: HEALTH AND SAFETY

21.01 Health and Safety shall be governed by applicable provisions of the *Occupational Health and Safety Act*.

21.02 a) The Board shall provide all personal protective equipment, protective clothing or devices required by law.

b) Effective September 1, 2008 Educational Assistants who are required by the Board to wear protective footwear during the course of their duties shall be reimbursement by the Board up to an annual maximum of \$85.00 upon presentation of a receipt for the purchase of C.S.A. approval footwear.

- 21.03 The Board shall provide employees, including temporary and casual employees, with the appropriate health and safety training as required. Training requirements will be established by the Board with input from the Bargaining Unit. Such training shall be conducted during regular working hours.
- 21.04 Employees shall not be required to administer medication by injection, catheterize, suction, tube feed students nor perform any other intrusive health care procedures as delineated in Ontario Policy/Program Memorandum #81.
- 21.05 Training required by the *Occupational Health and Safety Act* shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the Bargaining Unit shall participate in the Joint Health and Safety Committee.

ARTICLE 22.0: DISCRIMINATION / HARASSMENT

- 22.01 The parties agree to comply with their obligations under the *Ontario Human Rights Code*. Accordingly, the parties agree that there shall be no discrimination against members because of race, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status or disability as defined and provided in the Code. The parties further agree that there shall be no discrimination against members because of participation or non-participation in lawful union activities.
- 22.02 The Board and the Union recognize the right of all Bargaining Unit members to work in a harassment free environment.

ARTICLE 23.0: CRIMINAL RECORDS CHECK

23.01 Access to and the use and disclosure of records and information (including offence declarations and the CPIC records) obtained pursuant to Regulation 521/01 of the Education Act shall be consistent with the provisions of the Municipal Freedom of Information and protection of Privacy Act.

ARTICLE 24.0: EMPLOYEES WITH DISABILITIES

24.01 The Board and the Union recognize their shared obligation under the Ontario Human Rights Code with respect to the accommodation of employees with disabilities.

ARTICLE 25.0: MODIFIED WORK POLICY

25.01 Prior to introducing a Modified Work Policy applicable to the employees in the Bargaining Unit, the Board will provide the Union with a reasonable opportunity to provide input into the Policy.

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 employee's 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.

25.03 Once a Policy is in place, the Board will consult with the Union prior to making any material amendments to the Policy.

ARTICLE 26.0: CUMULATIVE SICK LEAVE

- 26.01 Subject to Articles 26.05, 26.06 and 26.07, as of September 1st of each year cumulative sick leave credits shall be placed to the credit of each employee on staff equal to twenty (20) days sick leave minus the number of days absent during the year on account of illness or injury.
- 26.02 Each employee shall be entitled to accumulate sick leave credits to a maximum of two hundred and sixty (260) days.
- 26.03 By October 30th of each year, each employee on staff shall be provided with a statement of the number of sick leave credits accumulated to August 31st of the prior school year.
- 26.04 All employees, after commencement of their duties each year, shall receive full pay for up to twenty (20) days of absence due to illness or injury during the school year. The employees' cumulative sick leave reserve will be drawn upon to the extent that the number of days lost through illness or injury in any year exceeds twenty (20).
- 26.05 In computing sick leave credits for a partial year, only full months of employment will be used. A full month of employment is one in which the employee works for at least ten (10) consecutive days.
- 26.06 Employees employed for a partial year shall receive two (2) sick leave credits for each full month of employment. A full month of employment is one in which the employee works for at least ten (10) consecutive days.
- 26.07 The number of sick days credited to a part-time employee for the year shall be in the same proportion as his or her work time is to a full year.

- 26.08 Every period of absence is to be reported by all personnel by notifying the person designated by the Board as soon as possible.
- 26.09 The Board may require an employee to submit a certificate from a qualified medical or Dental practitioner, for absences of five (5) consecutive work days or more due to sickness, physical and/or mental disability. The Board shall reimburse the employee for the cost if any, charged by the practitioner for the certificate.
- 26.10 For absences greater than ten (10) or more consecutive work days, due to sickness, physical and/or mental disability, the Board may require an employee to sign a consent to release a detailed report from the employee's own physician or dental practitioner to a physician or dental practitioner of the Board's choice. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.
- 26.11 Should an employee totally exhaust all sick leave credits and be unable to return to work, the Board shall grant the employee a leave of absence without pay for the remainder of the school year. The Board may grant further leaves of absence of up to one school year at a time upon a review of the employee's condition and prognosis. The Board may require an employee to sign a consent form to release a detailed report from the employees own physician or dental practitioner to a physician or dental practitioner of the Board's choice. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.
- 26.12 a) Subject to the maximum set out in paragraph 26.02, an employee transferring directly from another Board or municipality will be credited with the number of days of sick leave credits, which the employee held with the previous Board or Municipality.

b) Prior to introducing an Attendance Management Policy applicable to employees in the Bargaining Unit, the Board will provide the Union with a reasonable opportunity to provide input into the policy.

26.13 Retirement Gratuity

26.13.01 Upon retiring to a bona fide OMERS pension from employment with the Superior-Greenstone District School Board (or in the case of an employee not participating in the OMERS plan providing they meet the OMERS criteria for eligibility), subsequent to five (5) years continuous service with the Board, the employee shall receive a retirement gratuity, providing one year's notice is given of the intent to retire. Where such notice is not given the Board may withhold payment until the following budget year.

26.13.02 When an employee becomes entitled to receive a gratuity under this Article, the Board shall so inform that employee in a letter of the form attached as Schedule 'B' to this Agreement. The Board shall allow the employee at least thirty (30) days after receipt of such notice to provide written instructions as to the method of payment. If no instructions are received, the payment will be made either by cheque or directly to the Employee's account.

26.13.03 This retirement gratuity is:

a) calculated at the rate of 6% of accumulated sick leave (to a maximum of 250 days) after the first five (5) years;

b) increased by 2% per year thereafter to a maximum of 50%;

- c) calculated on the employee's daily rate of pay which is determined by multiplying the employee's normal daily hours of work by the employee's regular straight time hourly rate.

In the event of the death of an employee while employed by the Board, any retirement gratuity payable will be paid to the employee's estate or assigned beneficiary.

Any employee accepting this gratuity forfeits all accumulated sick leave credits in the employee's account.

ARTICLE 27.0: GROUP LIFE AND WELFARE PLANS:

- 27.01a) The Board shall contribute 100% toward the premium costs for the benefits listed below with the exception of the LTD Benefit. Employees shall pay the remaining premium costs through payroll deduction. Employees shall pay 100% of the premium costs for LTD.
1. Life insurance for the employee equal to \$100,000. Except Attendance Counsellors and Educational Assistants 3 times Annual Salary maximum of \$150,000
 2. Dependent Life Insurance:
 - a) Spouse-\$20,000
 - b) Each Child-\$10,000
 3. Long Term Disability Insurance with a ninety (90) day waiting period. *Refer to Letter of Understanding
 4. Accidental Death and Dismemberment equal to \$100,000. Except Attendance Counsellors and Educational Assistants 3 times Annual Salary maximum of \$150,000
 5. Medical Insurance (\$5.00 deductible per prescription), excess Doctors' fees, semi private

hospital accommodation where available, vision care, etc.

Vision Care Maximum: \$275.00 per twelve (12) months inclusive of the cost of the annual eye examination.

Hearing Aids: \$500.00/5 years

Physiotherapy and Massage Therapy combined maximum of \$750.00 per calendar year, \$25.00 maximum per visit

Effective September 1, 2007:

Chiropractic fees reimbursement up to \$15.00 per visit to a maximum of 20 visits per year

6. Dental Benefit Plan (current ODA fee schedule)
7. The Board shall cover the cost of the Hepatitis B vaccinations for all employees.
8. Employees receiving Long Term Disability Benefits shall have their Extended Health Care and Dental Benefits covered 100% by the Board.

(1, 3 and 4 above are conditions of employment)

- b) The Board reserves the right to negotiate with an insurer of its own choice. No change in the Master Plan will take place without prior discussion with the Local Affiliate. The benefit plans are not part of this Collective Agreement. The Board's sole obligation shall be to make a contribution towards the premium costs of the benefits.
- c) Any changes to this benefit package caused by negotiation of this agreement will become effective the first day of the month following the date of signing this Collective Agreement.

- d) In view of the Board's contribution to the above benefit plan, the employees' share of the E.I. rebate shall be retained by the Board.
- e) All employees will be covered by the Ontario Municipal Employees Retirement System in accordance with the terms of that plan.
- f) All members retiring after date of ratification will have the option to continue in the Board's Extended Health and Dental Insurance plans. The participant is responsible for 100% of the premium costs for these plans. Payments are to be made in two instalments on September 1st and March 1st. The onus is upon the participant to ensure the Board receives payment on time. Failure to meet the above deadlines will result in automatic cancellation of the benefits. The Board will send notice of the required premium thirty (30) days prior to the due date to the address of last record. The coverage is non-transferable upon death of the retired member and will not be extended beyond the month the member turns 65 years of age.

ARTICLE 28.0: LEAVES OF ABSENCE

28.01 Leave of Absence Without Pay

A leave of absence without salary and benefits or sick leave credits, may be granted by the Board for up to one (1) year upon the recommendation of the Director of Education. The employee will be returned to the former position that was held by the employee before the leave was granted subject to the layoff/recall provisions of this agreement.

28.01 a) Employees may return to work prior to the end of the granted leave provided they inform the Board, in writing,

giving at least one (1) months notice of their intent to return.

28.02 Bereavement Leave

For the death in the immediate family, the employee is permitted to be absent without loss of salary, sick leave credits, benefits, seniority or experience for a period of up to, but not exceeding five (5) days, inclusive of two (2) days, which may be deferred, if required, for attendance at a memorial service. When used herein, immediate family includes: father, mother, father-in-law, mother-in-law, spouse (spouse shall include common-law and same sex partners), son, daughter, sister, brother, grandparents, grandchildren, legal guardian, sister-in-law, brother-in-law, son-in-law and daughter-in-law. The first such day is to be within two days of the death.

28.03 Special Compassionate

Special compassionate leave of up to five (5) days in any school year without loss of salary, sick leave credits, benefits, seniority or experience may be granted at the discretion of the Principal, immediate supervisor, Coordinator of Human Resources or designate. Reasons for such leave may include, but not limited to, illness in the immediate family, attending a funeral/memorial service of a close friend or other family member not identified in 28.02, absence for the purpose of seeking medical attention for dependants, or arrival home of a newborn or adoptive child.

28.04 Family Medical Leave

Family Medical Leave shall be in accordance with the *Employment Standards Act* as amended from time to time. The current relevant provisions of the act are appended to this agreement.

28.05 School Business

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted an employee while on approved school business.

28.06 Medical Quarantine

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted an employee for a period of quarantine, when declared by the Medical Officer of Health or designate.

28.07 Jury/Witness Duty

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted an employee for jury duty, or when a subpoena is issued by court order to an employee who is not a party to a court charge.

28.08 Federation Business

Absence without loss of salary, sick leave credits, benefits, seniority and experience shall be granted according to the following:

- a) At the request of the Bargaining Unit Executive, the Principal, Coordinator of Human Resources or designate shall grant a member a leave of absence to permit attendance at OSSTF workshops and meetings. Leave of absence granted under this section will not exceed, twenty five (25) days during the school year.
- b) At the request of the Branch President, the Principal, Coordinator of Human Resources or designate shall

grant the Branch President a leave of absence to attend to federation/school business matters which occur during the regular school hours. Leave of absence granted under this section will not exceed, in the aggregate, ten (10) days during the school year, per community.

- c) At the request of the Bargaining Unit President, the Director shall grant the Bargaining Unit President a leave of absence for up to one (1) school year. The Bargaining Unit shall inform the Board no later June 30th as to the F.T.E. portion of the President's leave of absence to be taken in the following school year.
- d) Members of the Union's negotiating committee shall be granted a leave of absence to attend negotiations for the renewal of this Collective Agreement.
- e) OSSTF shall reimburse the Board for any replacement costs incurred by the Board in granting the leaves described in paragraphs (a) through (d).

28.09 Personal Leave Days

Each employee shall be allowed up to three (3) personal leave days each school year. The days are to be taken with the approval of the Principal or immediate supervisor.

28.10 Adverse Weather Conditions

28.10.01 Under adverse weather conditions, an employee shall make an individual decision on the matter of whether it is safe to travel to work.

28.10.02 Where a personal decision is made to remain at home, an employee shall report this decision to the Principal or immediate supervisor immediately and provide reason(s) thereof. In this case, the

employee will be granted a leave of absence without pay or may use a vacation day (which shall not count toward the limit under 16.02) or personal day if one is available.

28.10.03 An employee reporting for a regular shift and sent home by the Principal or immediate supervisor due to an emergency or act of God shall not suffer a loss of salary, benefits, or seniority.

28.11 Pregnancy And Parental Leave

28.11.01 Pregnancy and Parental Leaves shall be in accordance with the *Employment Standards Act*. The current, relevant provisions of the *Act* are appended to this Collective Agreement.

28.11.02 Upon application from an employee on Pregnancy or Parental Leave, the Board may grant an extension to the leave of up to two (2) years. The return date shall be clearly stated prior to the commencement of the leave.

28.11.03 The employee shall be eligible to remain in the Benefits Group. For the period of the leave in excess of the statutory leave, the employee shall pay 100% of the premium costs and shall not accumulate sick leave credits.

28.11.04 Subject to the approval of Revenue Canada, the Board will pay the employee who qualifies for pregnancy/parental leave as outlined in this Article, the equivalent of 100% of the employee's salary for the two (2) week waiting period.

28.11.05 Supplementary Employment Benefit (SEB)

Effective September 1, 2005

For Pregnancy Leave only, the Board will pay a supplementary Employment Benefit (SEB) for the Members eligible for E.I. The top-up will provide the difference between what an employee receives from E.I. and her regular wage for maximum of an eight (8) week period inclusive of the two-week waiting period identified in 28.11.04 such period shall be without deduction to sick leave credits. To receive pay, the member must provide the Board with verification of the approved E.I. claim indicating the amount of E.I. paid to the member. Top-up payment from the Board will be payable to the member only for those days during the eight (8) week top-up period, which falls in regular work days. (Maximum thirty (30) days).

If not eligible for E.I. the member will be entitled to regular compensation from her sick leave bank, if requested, for a maximum of thirty (30) work days (or as otherwise determined by medical evidence).

ARTICLE 29.0: WORK OF THE BARGAINING UNIT

- 29.01 No employee shall be laid off, suffer a reduction in the employee's regularly scheduled hours, or be refused recall as a direct result of contracting out, the placement in the workplace of co-op students, tutors, volunteers, participants in government funded work programs, or due to teachers being assigned work normally performed by members of the Bargaining Unit.
- 29.02 The Board acknowledges the benefit to our schools in maintaining the staffing model in place at the time of ratification. The Union acknowledges that the Board is subject to a variety of factors such as the funding formula and changes within the communities it serves. Consequently, the Board agrees that, prior to implementing any changes to the current staffing model, it

will meet with the Union to discuss any such proposed changes and the reasons therefore. The Board shall offer the Union an opportunity for input with respect to these changes and how any negative impact can be minimized or avoided.

ARTICLE 30.0: MILEAGE

30.01 An employee required to use the employee's vehicle for Board business shall be reimbursed at the regular Board rate.

ARTICLE 31.0: TECHNOLOGICAL CHANGE

31.01 If, as a result of the introduction or operation of new equipment or changes in operating methods, a classification (job) will be discontinued and/or members of the Union will be displaced, the Board will inform the Union, not less than thirty (30) days in advance of such changes, and will discuss with the Union prior to the inception of such changes, means by which existing employees of the Union may qualify for positions created by such changes.

31.02 In the event of the installation of new equipment that may affect the job status of employee(s) in the Union, the Board will, as far in advance as possible before the installation of such equipment, meet with the Union, provide them with information regarding the new equipment, and advise them of the number and classification of employees likely to be affected by such installation. The parties will discuss the feasibility of providing training on such new equipment to employees affected by such changes with the intent that the Board will give first consideration to present employees for such newly created positions.

ARTICLE 32.0: STAFF/BOARD LIAISON

- 32.01 A Staff/Board Liaison Committee shall be struck consisting of up to three (3) members of the Bargaining Unit and to three (3) Board Representatives.
- 32.02 The purpose of this committee shall be to foster better understanding between the parties.
- 32.03 On request of either party, the committee shall meet. The parties agree that the committee shall meet at least once each school year.
- 32.04 No member of the committee will suffer a loss of salary as a result of attending a committee meeting.

ARTICLE 33.0: EMPLOYEE FUNDED LEAVE

33.01 Preamble

The Superior-Greenstone District School Board and OSSTF assume no responsibility for any consequences arising out of this plan related to effects on employees' OMERS provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan or any other liabilities incurred by an employee as a result of participation in this plan.

33.02 Description

- 33.02.01 This Employee-funded leave plan is developed to afford employees the opportunity of taking a leave of absence through deferral of salary to finance the leave.

33.03 Application

- 33.03.01 An Employee must make written application to the Director of Education on or before January 31st requesting permission to participate in the plan commencing in September of the same Calendar Year.
- 33.03.02 Written acceptance, or refusal, of the employee's request, with explanations, will be forwarded to the employee by April 1st in the school year in which the request is made.
- 33.03.03 Approval of individual requests to participate in the plan shall rest solely with the Board.

33.04 Pay Deduction Formula and Leave of Absence

- 33.04.01 In each year of the plan preceding the year of leave an employee will be paid a reduced per centum of the employee's proper grid salary and applicable allowances. The remaining per centum of annual salary will be deferred and this accumulated amount, shall be retained for the Employee by the Board in a True Savings Account at the Board's Bank. Interest earned on the True Savings Account will be paid out annually prior to December 31st.
- a) OR, with the approval of the Board, an Employee may elect some alternate method of funding the leave.
 - b) Union dues and pension deductions will be at the direction of the appropriate agency.
- 33.04.02 While an employee is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the salary the employee

would have received had the employee not been enrolled in the plan.

33.04.03 An employee's fringe benefits will be maintained by the Board during the leave of absence; however, the premium costs of all fringe benefits shall be entirely paid by the Employee during the year of absence at the Board's Group rates.

33.04.04 While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had the employee not been enrolled in the plan, or according to the salary, the employee would receive in that year if the employee was not enrolled in the plan, at the option of the employee.

33.04.05 Where fringe benefits are not a condition of employment, a participant may choose to opt out in the year of the leave.

33.04.06 An employee may apply to take the leave in other than the fifth year of this plan, if mutually agreed to by the employee and the Board.

33.05 Terms Reference

33.05.01 On return from a leave an employee will be assigned to the same position that the employee held before the leave, unless the position no longer exists, in which case the employee will be governed by the appropriate terms of this Agreement.

33.05.02 Sick leave credits will not be accumulated during the year spent on leave.

- 33.05.03 Employees declared redundant will not be eligible for this plan.
- a) An employee enrolled in this plan who has been declared redundant shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan in accordance with Article 33.05.04 below.
- 33.05.04 Repayment shall be made as per Agreement between the employee and the Board.
- 33.05.05 Pension deductions are to be continued as provided by the current ruling of the OMERS plan.
- 33.05.06 An employee may withdraw from the plan at any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Articles 33.05.03(a) and 33.05.04 above.
- 33.05.07 Should an Employee die while participating in this plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the employee's estate.
- 33.05.08 All employees wishing to participate in the plan shall be required to sign an agreement supplied by the Board before final approval for participation will be granted.
- 33.05.09 The year of leave shall not be recognized for salary calculation purposes.
- 33.05.10 Seniority shall accumulate during the year of leave.

33.05.11 The year of leave shall not be calculated in the determination of any retirement gratuity.

ARTICLE 34.0: DURATION AND RENEWAL

- 34.01 This Agreement shall be in effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this agreement, in accordance with the *Ontario Labour Relations Act*.
- 34.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 34.01, the parties shall meet within fifteen (15) days from giving of notice to commence negotiations for the renewal of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 34.03 Except for error, inadvertence, or omissions, the Agreement shall form the basis for computing all salaries and other terms defined herein. Amendments (deletions or additions) to clauses defined herein shall be made only by mutual consent of the parties concerned in this Agreement and shall be subject to ratification by the parties

SIGNED THIS 23rd DAY OF January 2009.

Chair,
Superior-Greenstone D. S. B.

President,
OSSTF-Support Staff
District 6B

Negotiating Committee
Superior-Greenstone D. S B.

Chief Negotiator,
OSSTF-Support Staff
District 6B

i) APPENDIX “A”: PREGNANCY & PARENTAL LEAVE

Pregnancy leave is a right that enables pregnant women to take 17 weeks of unpaid leave from work. They may choose to take less time or, in special cases, the leave may be longer.

Parental Leave is a right that enables natural and other new parents up to 35 weeks (if she took a pregnancy leave) or 37 weeks (if he/she did not take a pregnancy leave) of unpaid leave from work when a baby or child first comes into their care. Both parents are entitled to this leave. Parental leave is not part of pregnancy leave. A birth mother can take both pregnancy leave and parental leave for a total of 52 weeks off work.

Both parents can be on leave at the same time. This means that a natural father could take parental leave at the same time the mother is on pregnancy or parental leave.

NOTE: *If your staff has questions about Employment Insurance benefits while on leave, they should contact the Canada Employment Centres for information.*

Pregnancy Leave

Qualifications

For your employee to be eligible for pregnancy leave, you must have hired her at least 13 weeks before the date her baby is expected to be born. This is called the “due date”.

Your employee’s eligibility depends on the due date – not the date the baby is actually born.

For example, a woman may begin a job with you and her due date is in 15 weeks, but the child is born 12 weeks after she starts her new job. She is still eligible for pregnancy leave because her due date was at least 13 weeks after she started the new job.

Both the part-time and full time employees qualify for pregnancy leave.

Start and Length of Leave

Your employees can start her pregnancy leave any time during the 17 weeks before her baby is due. As to when the leave starts, that decision is hers to make - not yours.

She can plan to work right up until her due date, but not later. If the baby is born earlier, her leave starts on the day the child was born. Her pregnancy leave will end 17 weeks later and she must take it all at one time.

You cannot make your employee start her leave if she is sick, even if the illness is caused by her pregnancy.

Notice

At least two weeks before she plans to start her pregnancy leave, your employee has to give you a letter that tells you what her plans are. This is called a "written notice".

In this notice she must tell you the date she plans to begin her pregnancy leave. She must also include a letter from her doctor telling you when her baby is due.

She may also tell you the date she plans to return to work, though this is not required by law. If she doesn't give this date, you can assume that she is taking the full 17 weeks' pregnancy leave.

She does not lose her right to pregnancy leave if she does not give you the required notice. This may happen if she doesn't know about the need to give you written notice or she hasn't had the chance to give it to you because the baby is premature or she has to leave work suddenly.

Parental Leave

Qualifications

Both parents, father and mother, are each entitled to take parental leave as follows:

35 weeks if she has taken a pregnancy leave

37 weeks if he / she did not take a pregnancy leave

A "parent" is a man or woman who:

- is the natural parent of a child;
- adopts a child;
- becomes a step-parent;
- is in a long-lasting relationship with the child's other parent and intends to treat the child as his or her own. This also applies to same-sex couples.

For an employee to be eligible for parental leave, you must have hired them at least 13 weeks before the date their leave is expected to start. Both part-time and full-time employees qualify for parental leave.

Start and Length of Leave

A mother's parental leave usually starts when her pregnancy leave ends. But if her baby is not yet in her care when her pregnancy ends (for example, the child is still in the hospital), she may start her parental leave after the child comes home and into her care.

A natural father, adopting parent or a step-parent will decide when to take parental leave. They must start parental leave no later than 52 weeks after:

- The baby is born;
or
- The child first comes into their custody, care or control.

Parental leave must be taken all at one time.

Written Notice

At least two weeks before an employee plans to start parental leave, they have to give you a letter telling you what their plans are.

The notice should give the date that they plan to start the parental leave. Your employee may also tell you when they plan to return to work, though this is not required by law. If you are not given this date, you should assume that your employee will take the full parental leave.

Please note, a natural mother can tell you about her plans to take both a pregnancy and parental leave in the same letter. Or she may choose to give you written notice for parental leave two weeks before the end of the pregnancy leave.

If an employee does not give you the required notice, they do not lose the right to a parental leave. For example, this may happen if a child is born prematurely or an adoptive child arrives sooner than expected. In either case the parent would not have the opportunity to give you the required notice.

ii) APPENDIX “B”: FAMILY MEDICAL LEAVE

What is Family Medical leave?

Family Medical leave is unpaid, job-protected leave of up to eight (8) weeks in a 26-week period.

Family Medical leave may be taken to provide care and support to a specified family member for whom a qualified health practitioner has issued a certificate indicating that the family member has a serious medical condition and there is a significant risk of death occurring within a period of 26 weeks. Although two or more employees may qualify for the leave, the eight (8) weeks of leave must be shared between the employees.

In certain limited circumstances, an employee would be entitled to take subsequent leaves to care for the same family member.

Who can take Family Medical leave?

All employees, whether full-time or part-time, permanent or contract, who are covered by the Employment Standards Act 2000 (ESA) are entitled to Family Medical leave.

There is no requirement that an employee be employed for a particular length of time or that the employer employ a specified number of employees in order for the employee to qualify for Family Medical leave.

Are there Employment Insurance (EI) benefits available to an employee who takes Family Medical leave?

Under the Employment Insurance Act, 6 weeks of employment insurance benefits called “compassionate care benefits” may be paid to EI eligible employees who have to be away from work temporarily to provide care to a family member who has a serious medical condition with a significant risk of death within 26 weeks and who requires care and support from one or more family members.

The right to take time off work under the Family Medical leave provisions of the ESA is not the same as the right to the

payment of compassionate care benefits under the federal Employment Insurance Act. The Ontario Ministry of Labour cannot assist an employee to obtain the compassionate care benefits.

For information about EI compassionate care benefits, you can call the nearest Human Resources Skills Development Canada [HRSDC] - Employment Insurance Telemessage General Inquiries. The telephone number is listed in the blue pages of your telephone book, under "Employment and Unemployment". You can also visit HRSDC's internet site.

For what reasons can an unpaid Family Medical leave be taken?

An employee can take Family Medical leave to provide care and support to a specified family member who has a serious medical condition with a significant risk of death occurring within a period of 26 weeks. This medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner.

For which family members may a Family Medical leave be taken?

The specified family members for whom a Family Medical leave may be taken are:

- the employee's spouse (including same-sex spouse)
- a parent, step-parent or foster parent of the employee
- a child, step-child or foster child of the employee or the employee's spouse

Is Family Medical leave the same as Emergency leave?

No. Family Medical leave is an unpaid leave of up to eight weeks that may be taken within a specified 26-week period to provide care and support to a specified family member for whom a qualified health practitioner issues a certificate stating that this family member has a serious illness with a significant risk of death occurring within a period of 26 weeks.

Emergency leave, on the other hand, is an unpaid leave of up to 10 days in each calendar year which can be taken because of personal illness, injury or medical emergency and the

death, illness, injury, medical emergency or urgent matters relating to certain family members and dependent relatives. Further, only employees who work for employers that regularly employ at least 50 employees are entitled to Emergency leave and the persons with respect to whom an Emergency leave may be taken may differ from the family members specified for Family Medical leave. See the Emergency Leave Fact Sheet for further information about Emergency leave.

Am I entitled to both Family Medical leave and Emergency leave?

An employee may be entitled to both leaves. They are separate leaves and the right to each leave is independent of any right an employee may have to the other leave. An employee who qualifies for both leaves would have full entitlement to each leave.

Rights and Responsibilities

How long is a Family Medical leave?

A Family Medical leave can last up to eight (8) weeks within a specified 26-week period.

Does Family Medical leave have to be taken all at one time?

The eight (8) weeks of a Family Medical leave do not have to be taken consecutively but an employee may only take a leave in periods of entire weeks.

“Week” is defined for Family Medical leave purposes as a period of seven consecutive days beginning on a Sunday and ending on a Saturday. Week is defined in this way to correspond with the beginning and end of the week set for EI entitlement purposes.

Do I have to share a Family Medical leave with others?

The eight (8) weeks of a Family Medical leave must be shared by all employees who take a Family Medical leave to provide care and support to a specific family member. For example, if one spouse took six (6) weeks of Family Medical leave to care

for his or her child, the other spouse would be able to take only two weeks of Family Medical leave.

Can an employee take more than one 8-week leave to provide care for the same family member?

If an employee has taken a leave to care for a family member who has not passed away within the 26-week period referred to in the medical certificate and a health practitioner issues a subsequent certificate(s) stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, the employee would be entitled to an additional eight (8)-week Family Medical leave(s).

(Note: whether or not this employee would be eligible for any or further EI benefits would be a matter to be determined by the federal Employment Insurance Commission [EIC].)

When can the Family Medical leave be taken?

If a qualified health practitioner issues a certificate stating that a specified family member has a serious medical condition and there is significant risk of death occurring within a period of 26 weeks, an employee may take the Family Medical leave within that 26-week period.

Where multiple certificates are obtained by employees wishing to take leave with respect to the same family member, the 26-week period within which the Family Medical leave must be taken is determined by the first certificate issued by a qualified health practitioner.

When can a Family Medical leave begin?

The earliest an employee may start the leave is the first day of the week in which the 26-week period identified on the medical certificate begins. Since week is defined for the purposes of Family Medical leave as a period of seven (7) consecutive days, beginning on a Sunday and ending on a Saturday, the 26-week period set out in the medical certificate should always start on a Sunday. However, if a certificate provides that the 26-week period begins on a day other than a Sunday, it will be deemed to have begun on the preceding Sunday. Likewise, regardless of what day of the week the

employee begins the leave, the week of Family Medical leave would begin on the preceding Sunday.

When must a Family Medical leave end?

The latest day an employee could remain on leave would be: the last day of the week in which the family member dies OR the last day of the week in which the 26-week period expires OR the last day of the eight (8) weeks of Family Medical leave whichever is earlier. Based on the definition of “week” for Family Medical leave, the leave would always end on a Saturday.

Does the employee need to have the medical certificate before he or she can take the leave?

No. An employee might commence the leave before obtaining the medical certificate, however, the right to the leave is dependent upon the issuance of the medical certificate and the leave must be completed within the 26-week period specified in that certificate. If the employee could not subsequently produce the certificate and/or if the leave were not completed within the 26-week period, the employee would not have had a right to the Family Medical leave under the Act and would not be entitled to any of the protections afforded to employees on such a leave.

Can the employer ask for proof that an employee is eligible to take a Family Medical leave?

An employer is entitled to ask an employee for a copy of the certificate of the qualified health practitioner to provide proof that he or she is eligible for a Family Medical leave. The employee is required to provide that certificate as soon as possible after the employer requests. The certificate must state that the family member has a serious medical condition with a significant risk of death occurring within a specified 26-week period.

The employee is responsible for obtaining and paying the costs (if any) of obtaining the certificate. The Ministry of Labour cannot assist the employee in obtaining the certificate.

Who is a qualified health practitioner?

A qualified health practitioner is a person who is qualified to practice medicine under the laws of the jurisdiction in which care or treatment of the family member is being provided. In Ontario, at this time, only medical doctors can issue a certificate.

How do employees tell their employers about their plans to take a Family Medical leave?

An employee must inform the employer in writing that he or she will be taking a Family Medical leave of absence.

What if there is no time for the employee to give notice?

If an employee has to begin a Family Medical leave before notifying the employer, he or she must inform the employer in writing as soon as possible after starting the leave.

What happens to an employee's pay, seniority and benefits?

Employers do not have to pay wages when an employee is on Family Medical leave

Employees earn seniority and credit for length of service and length of employment while on Family Medical leave--just as if they had stayed at work

While an employee is on Family Medical leave, the employer must continue to pay its share of the premiums to certain benefit plans (i.e., pension plans, life insurance plans, accidental death plans, extended health insurance plans and dental plans) that were offered before the leave. For further details, see the ESA and its regulations.

This Fact Sheet is provided for information only. It is not a legal document. For further details please consult the Employment Standards Act and the Employment Insurance Act.

iii) SCHEDULE "A": SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2008

Years	Attendance Counsellors	Audio Visual, Computer and Library Technician	Educational Assistants	Accounts Payable Clerk Accounting Clerk Payroll Clerk Secretary
	1	2	3	4
0	18.274	18.575	18.809	19.273
1	19.171	19.505	19.706	20.238
2	20.111	20.482	20.646	21.251
3	21.099	21.506	21.634	22.314
4	22.134	22.583	22.669	23.430

Casual Employee Rate of 14.82

EFFECTIVE SEPTEMBER 1, 2009

Years	Attendance Counsellors	Audio Visual and Library Technician	Educational Assistants	Accounts Payable Clerk Accounting Clerk Computer Technician Payroll Clerk Secretary
	1	2	3	4
0	18.822	19.132	19.373	19.851
1	19.746	20.090	20.297	20.845
2	20.714	21.096	21.265	21.889
3	21.732	22.151	22.283	22.983
4	22.798	23.260	23.349	24.133

Casual Employee Rate of 15.26

EFFECTIVE SEPTEMBER 1, 2010

Years	Attendance Counsellors	Audio Visual and Library Technician	Educational Assistants	Accounts Payable Clerk Accounting Clerk Computer Technician Payroll Clerk Secretary
	1	2	3	4
0	19.387	19.706	19.954	20.447
1	20.338	20.693	20.906	21.470
2	21.335	21.729	21.903	22.546
3	22.384	22.816	22.951	23.672
4	23.482	23.958	24.049	24.857

Casual Employee Rate of 15.72

EFFECTIVE SEPTEMBER 1, 2011

Years	Attendance Counsellors	Audio Visual and Library Technician	Educational Assistants	Accounts Payable Clerk Accounting Clerk Computer Technician Payroll Clerk Secretary
	1	2	3	4
0	19.969	20.297	20.553	21.060
1	20.948	21.314	21.533	22.114
2	21.975	22.381	22.560	23.222
3	23.056	23.500	23.640	24.382
4	24.186	24.677	24.770	25.603

Casual Employee Rate of 16.19

Effective September 1, 2005 Educational Assistants and Attendance Counsellors, hired into permanent positions after August 20, 2005, who do not possess one of the Educational credentials listed in the respective Job Descriptions shall be paid at 95% of Step 0.

On the employee's anniversary date, the employee shall be paid at step 0 on the salary grid.

The Board shall inform the Bargaining Unit president when an Educational Assistant or Attendance Counsellor is hired without possessing one of the Educational credentials.

Where a permanent employee completes one of the Educational credentials identified during the first year of employment, the employee shall be paid at step 0 effective the date of completion. The employee must submit appropriate documentation to Human Resources.

iv) **SCHEDULE "B": LETTER OF FORM**

SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

Letterhead

Dear:

Under the terms of the Collective Agreement between the Superior-Greenstone District School Board and the Ontario Secondary School Teachers' Federation, Educational Support Staff, you are entitled to a Retirement Gratuity in the amount of \$ _____.

Unless we receive written instructions from you regarding the method of payment within thirty (30) days of your receipt of this Notice, this Gratuity will be paid directly to you, with the following deductions:

Income Tax: \$ _____;

Other: \$ _____;

Ontario Secondary School Teachers' Federation, Education Support Staff advises that you seek advice before this gratuity is paid directly to you, as the above deductions can be avoided.

(Authorized Signature)

v) LETTER OF UNDERSTANDING - Cumulative Sick Leave

Notwithstanding Article 26.0 (Cumulative Sick Leave), employees who, as of the date of ratification, have accumulated more than two hundred fifty (250) sick leave days shall be allowed to retain their accumulated days. However, no more than 250 days may be used towards their retirement gratuity. Should those employees' accumulated total decrease through use to less than two hundred fifty (250) days, then they will be governed by the Collective Agreement provisions for accumulation thereafter.

vi) **LETTER OF UNDERSTANDING - Violence in the Workplace Committee**

The Board shall establish a Committee on Workplace Violence no later than February 28, 2010. In recognition of the multiple job classes, the ESS Bargaining Unit will be invited to provide two (2) representatives to the Committee. The Committee will review the recommendations of the Provincial Joint Task Group and make recommendations to the Director with respect to the implementation of those recommendations.

vii) LETTER OF UNDERSTANDING - Performance Appraisal

The Board agrees that the employee evaluation policy will contain the following items:

- Prior to the implementation of the Performance Appraisal Policy, supervisors shall meet with each current employee to review the policy and outline performance expectations. Such meetings shall occur with each new employee at the time of hire.
- 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.
- The employee's signature only indicates that the employee has read the report.
- 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.
- An employee in receipt of an unsatisfactory evaluation report shall be provided a reasonable time for improvement prior to a subsequent evaluation.

viii) **LETTER OF UNDERSTANDING - Long Term Disability Insurance**

OSSTF in consultation with the Board will investigate the cost of increasing LTD insurance Benefits and other LTD parameters. The Board agrees to request the carrier to implement any changes brought forward by OSSTF.

ix) **LETTER OF UNDERSTANDING - PD Implementation**

There will be a joint Union/Board Committee consisting of two representatives of the Board, one of whom will be the Superintendent of Education and two representatives of the Bargaining Unit to provide a means by which the Union can provide input into Professional Development and Training.