

# COLLECTIVE AGREEMENT

BETWEEN:

District School Board Ontario North East  
*(hereinafter referred to as “the Board”)*

AND

Canadian Union of Public Employees and its Local 8888  
*(hereinafter referred to as “the Union”)*

**Expiry Date: August 31<sup>st</sup>, 2003**

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## **DEFINITIONS**

### **Predecessor Board**

A predecessor Board shall be defined as the former Hearst Board of Education, the Kapuskasing Board of Education, Cochrane Iroquois Falls Black River Matheson Board of Education, Timmins Board of Education, Kirkland Lake Board of Education, Timiskaming Board of Education.

### **Predecessor Board's Jurisdiction**

The predecessor Board's jurisdiction shall be the area under the jurisdiction of the former Hearst Board of Education, the Kapuskasing Board of Education, Cochrane Iroquois Falls Black River Matheson Board of Education, Timmins Board of Education, Kirkland Lake Board of Education, Timiskaming Board of Education.

### **Northern Region**

The Northern Region shall be defined as the jurisdiction of the former Hearst Board of Education, Kapuskasing Board of Education and Cochrane Iroquois Falls Black River Matheson Board of Education.

### **Central Region**

The Central Region shall be defined as the jurisdiction of the former Timmins Board of Education.

### **Southern Region**

The Southern Region shall be defined as the jurisdiction of the former Kirkland Lake Board of Education and the Timiskaming Board of Education.

### **Definition of Employee**

1. Full-time employees are employees who work twenty (20) hours per week or more on a regular basis.
2. Permanent part-time employees are employees who work less than twenty (20) hours per week on a regular basis.
3. Temporary relief employees are employees hired to temporarily fill the position during the absence of an employee in a full-time or permanent part-time position.

## **ARTICLE 1 – PURPOSE OF THE AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Board and its employees; to provide an amicable method of settling any grievances which may arise between the Board and its employees; to promote mutual interests of the Board and its employees; to provide for the operation of all schools, business offices and buildings under the jurisdiction and in use by District School Board Ontario North East under methods which will further to the fullest extent possible the safety and welfare of its employees, and its students, and the economy of operation and protection of property and the welfare of the public. It is recognized by this Agreement to be the duty of the Board, its employees and the Union to cooperate fully, individually and collectively for the advancement of said conditions.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Board, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees and its Local, #8888, as the sole collective bargaining agency for all employees of the District School Board Ontario North East engaged in maintenance services and plant operations, save and except Building Superintendents and persons above rank of Building Superintendents.
- 2.02 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of training, testing, time study or emergency.
- 2.03 No employees shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Collective Agreement.
- 2.04 In respect of employees covered by this Agreement, the Board shall not recognize during the term of this Agreement any other bargaining agent in respect to any matters herein dealt with.
- 2.05 **No Discrimination**  
The Board, the Union and their respective servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercises or practice by any of them by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his or her membership in the Union or because of his/her activity or lack of activity in the Union.

### **ARTICLE 3 – MANAGEMENT’S RIGHTS**

- 3.01 The Union acknowledges that, except as expressly modified by any other article of this Collective Agreement, it is the exclusive function of the Board to manage and direct its working forces, operation and affairs in all respects and without limiting or restricting that function,
- (A) to maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees;
  - (B) to determine the number and location of the Board’s establishments, the services to be rendered, the methods, the works procedures, the kinds and locations of machines, tools and equipment to be used; to select, control and direct the use of all materials required in the operation of the school; to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary by the Board or its agents;
  - (C) to hire, promote, demote, classify, transfer and retire employees, to assign employees to shifts and other hours of work and to discipline or discharge regular employees who have successfully completed their probationary period for just cause and to discipline or discharge any probationary employee for sufficient cause.

### **ARTICLE 4 – UNION SECURITY**

- 4.01 All current and future employees of the Board, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. The Union shall be the sole judge of the good standing of its members.

### **ARTICLE 5 – BULLETIN BOARDS**

- 5.01 The Board will provide a Union notice board in a non public area of each Board premises that come under certification.
- 5.02 Notices relating exclusively to the date, time, purpose of meeting and location of Union meetings do not need the written approval of the Superintendent of Business and Finance prior to being posted upon the notice board referred to in paragraph 5.01, above.

**ARTICLE 6 – CHECK-OFF OF UNION DUES**

- 6.01 The Board agrees to deduct from every employee any monthly dues or assessment levied, in accordance with the Constitution and the Union By-laws and owing by him/her to the Union.
- 6.02 Deductions shall be made from each pay in accordance with Article 6.01 above and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15) day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.
- 6.03 The Board will not be responsible for Union dues deducted from employees. The Union shall save the Board harmless in respect of any deductions and/or remittances made pursuant to Article 6.

**ARTICLE 7 – INFORMATION TO NEW EMPLOYEES RE AGREEMENT, SECURITY AND CHECK-OFF**

- 7.01 The Board agrees to advise new employees of the fact that a Union Agreement is in effect.
- 7.02 New employees shall be presented with a copy of this Agreement by the Board on commencement of employment. A list of CUPE executive members will be included in the hiring package.

**ARTICLE 8 – CORRESPONDENCE**

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Business and Finance of the Board and the Secretary of the Union.

**ARTICLE 9 – STEWARDS**

- 9.01 The Union acknowledges that stewards have regular duties to perform as employees of the Board and that such employees shall not leave their regular duties for the purpose of presenting or discussing grievances on behalf of the Union without first obtaining permission from the Manager of Plant or designate and notifying the Principal or his/her designate. Such permission shall not be unreasonably withheld.



9.02 The Union will notify the Board in writing of the name of each shop steward, the schools he/she represents, and any changes thereto as they occur.

Copies of all Board minutes and By-laws adopted by the Board will be forwarded to the President.

## **ARTICLE 10 – LABOUR MANAGEMENT NEGOTIATIONS**

### **10.01 Joint Negotiation Committee**

The Board acknowledges the right of the Union to appoint or otherwise select a Union Joint Bargaining Committee, consisting of not more than five (5) employees of the Board plus the President and the Union acknowledges the right of the Board to appoint or select five (5) elected persons as members of the Board's Joint Bargaining Committee for negotiations. The Union will advise the Board of the names of the members of the Union Joint Bargaining Committee. The Board shall advise the Union of the names of their Joint Bargaining Committee members.

### **10.02 Representatives of Canadian Union**

The Union shall have the right at any time to have the assistance of a Representative(s) of the Canadian Union of Public Employees. The Board shall have the right to have administration and counsel present at any time.

### **10.03 Time Off for Meetings**

Any representative of the Union on this Committee who is in the employ of the Board shall have the privilege of attending meetings of the Joint Bargaining Committee held within working hours without loss of remuneration. During meetings of the Joint Bargaining Committee, an employee who is on the Joint Bargaining Committee and who is scheduled to work the afternoon or night shift shall have his/her shift rescheduled upon request by the employee to the Superintendent of Business one week prior to the Joint Bargaining Committee meeting.

**ARTICLE 11 – SENIORITY OF FULL-TIME AND PERMANENT PART-TIME EMPLOYEES**

11.01 **Seniority**

Seniority is defined as date of hire. Seniority and the ability to perform the work shall govern all promotions, transfers, demotions, layoffs and recalls.

The Board shall prepare and post seniority lists once per year as of August 31<sup>st</sup> and on or before November 1<sup>st</sup>. After thirty (30) calendar days following November 1<sup>st</sup>, the seniority list will be deemed correct if no errors or omissions are identified.

Up to date lists shall be sent to the Union and the Canadian Union of Public Employee's Office.

11.02 **Loss of Seniority**

An employee shall lose their seniority standing and their name shall be removed from seniority listing and their employment deemed to have been terminated for just and sufficient cause for any of the following reason:

- a) If the employee is discharged from the employ of the Board and the decision is not reversed as a result of the grievance procedure;
- b) If the employee resigns;
- c) If the employee is absent from work without permission of the Board for more than five (5) consecutive working days or overstays a permitted leave of absence for more than five (5) consecutive days unless a reason which is satisfactory to the Board is given.
- d) If the employee has been laid off continuously for a period in excess of their length of seniority since date of last hiring or twelve (12) consecutive months, whichever is shorter; however, an employee with five (5) or more years seniority shall be retained on the recall list for a period of three (3) years.
- e) If an employee who has been recalled from layoff fails to advise the Board that he intends to return to work within ten (10) working days of the date that the Board sends notice by registered mail to his last address on record with the Board, or fails within that period of time to provide the Board with an acceptable reason for not returning. It shall be the responsibility of the employee to keep the Board informed of their address.

11.03

**Seniority During Transfers to Supervisory Positions**

The selection or appointment of employees for supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement. An employee who accepts a supervisory position will have a two (2) month trial period. After the two (2) month trial period, the employee will forfeit the right to return to the bargaining unit position. The seniority accumulated in such a supervisory position shall not be credited to the employee and the employee shall be placed in a job consistent with their seniority prior to the transfer.

11.04

**Temporary Relief Employees**

The parties agree that notwithstanding any of the clauses in the current Collective Agreement between the Parties, the following conditions shall apply to “temporary relief employees”:

1. Temporary relief employees are employees hired to temporarily fill the position during the absence of an employee in a permanent position.
2. Temporary relief employees shall be paid for statutory holidays using the same criteria as applied to permanent employees.
3. Temporary relief employees shall be called in on the basis of seniority among temporary relief employees in each community. Community for temporary relief employees is defined as Hearst, Kapuskasing, Iroquois Falls, Cochrane, Matheson, Timmins, Kirkland Lake and New Liskeard. Should the senior temporary relief employee not be available, the caller will call the next most senior temporary relief employee on the list and so on, until someone is reached.
4. Temporary relief employees shall not accrue seniority nor shall they exercise seniority except as per item three (3) above.
5. The Union shall be notified in writing of the names of temporary relief employees who have been hired along with the date of hire.
6. The Board shall maintain lists of temporary relief employees by community which shall be updated on a monthly basis and periodically reviewed.
7. A temporary relief employee who proves unsatisfactory in a position, or unable to perform the duties of the position, shall be removed from the position for just cause.

All temporary relief employees shall receive seniority based on the last date of hire. These employees will be kept on a separate seniority list and their seniority will not be recognized for permanent positions posted internally. Should a temporary relief employee be given a permanent position, then the number of hours worked for the twelve months preceding the date of hire as a permanent employee, divided by two-thousand eighty ( 2080) hours will be used to determine length of service. The seniority date is calculated by using the date of hire as a permanent employee less the length of service.

Example:

Hire date as permanent employee December 1, 1998  
Hours worked from December 1, 1997 to December 1, 1998 = 1040  
Length of service  $\frac{1040}{2080} = .5$  years or 6 months

Seniority date = December 1, 1998 less 6 months  
Seniority date = June 1, 1998

**ARTICLE 12 - LAYOFF AND RECALL PROCEDURE**

12.01 **Definition of Layoff**

A layoff shall be defined as a reduction in the workforce or a reduction in regular hours of work as defined in the Agreement.

12.02 **Role of Seniority in Layoffs**

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

Positions to be eliminated shall be identified: Position and Region.

Laid off employees may bump any employee with less seniority:

- 1<sup>st</sup>: in his/her predecessor board's jurisdiction
- 2<sup>nd</sup>: in his/her Region (Northern – Central – Southern)
- 3<sup>rd</sup>: bargaining unit-wide

provided the employee exercising their right is qualified and has the ability to perform the work of the employee with less seniority.

12.03

**Layoff and Recall**

The Board shall notify employees who are to be laid off at least fifteen (15) days before the layoff is effective. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

In the event of a layoff, probationary employees shall be laid off first.

Employees shall be recalled in the order of their seniority, providing they have the ability to do the work satisfactorily. Permanent employees shall be given preference over employees on a recall list when a job is posted.

The Board agrees in the event of a layoff, that employees so affected will be covered for an extended period of thirty (30) days after which they will be given the right to continue medical and dental coverage through direct payment of one hundred percent (100%) of the cost to the Board for the period of time on the recall list as per Article 11.02 d). The premium will be collected monthly by using a pre authorized debit from the employees bank account.

12.04

**No New Employees**

New employees shall not be hired until those laid off have been given the opportunity of recall.

**ARTICLE 13 – JOB POSTING**

13.01

An employee who is appointed to another position will be placed on a trial period forty (40) worked days). Conditional on satisfactory service the employee shall be granted the position after the period forty (40) worked days).

13.02

When an employee during the trial period proves unsatisfactory in the position, or the employee decides to return to their former position during the trial period the employee shall be returned to their former position, wages or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

13.03

When a vacancy occurs or a new job is created within the scope of the bargaining unit, the said job shall be posted for six (6) working days and shall include type of job, rate of pay, location and hours of work.

13.04

**Temporary Posting**

When any permanent employee is absent for a period in excess of thirty (30) working days, the said job shall be posted at once for six (6) working days and shall include type of job, rate of pay, location and hours of work. A job posted as a temporary position will be re-posted after six (6) months from the date the position was filled.

13.05

Within ten (10) working days of the closing job posting the successful applicant shall be placed into the posted position and the Union shall be notified in writing.

For posting purposes, the Board's jurisdiction will be divided into Zones:

Zone 1	The former Hearst Board of Education
Zone 2	The former Kapuskasing Board of Education
Zone 3	The former Cochrane, Iroquois Falls, Black River-Matheson Board of Education
Zone 4	The former Timmins Board of Education
Zone 5	The former Kirkland Lake Board of Education
Zone 6	The former Timiskaming Board of Education

13.06

**Method of Making Appointments**

1. Both parties recognize that job opportunity should increase in proportion to length of service, therefore, the job will be offered first to the most senior permanent employee who is qualified and who has the ability to perform the work.
2.
  - a) If no permanent employee applies, the Board shall offer the position to the most senior employee on the recall list who applied for the position.
  - b) If no employee on the recall list applies, the Board shall offer the position to the most senior temporary relief employee who applied for the position.
  - c) If no temporary relief employee applies for the position, the Board will then go outside the bargaining unit.

When an employee temporarily relieves another in a higher classification, the employee shall receive the rate applicable to the higher classification in this position.

When an employee is directed to temporarily relieve another in a position of lower classification, the employee shall maintain their regular rate of pay while so assigned.

- 13.07        **Union Notification**  
The Union shall be notified in writing of all appointments, hirings, layoffs, recalls and terminations of employment. Following job posting, the Board will advise all applicants as to the name of the successful applicant with a copy to the Union within ten (10) days.
- 13.08        **Union Leave**  
The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- 13.09        **Probationary Period**  
All employees hired shall be on probation for the first one hundred and twenty (120) worked days from the date they commence work in the position.

#### **ARTICLE 14 – GRIEVANCE PROCEDURE**

- 14.01        Complaints and grievances shall be dealt with in the following manner and all grievances must be in writing and recorded within five (5) working days of the discovery of the alleged grievance:

##### **Step 1**

The employee or the steward shall first raise the complaint verbally with the Immediate Supervisor; and she/he will have two (2) days to reply.

Failing settlement within two (2) days following the verbal decision, the grievor accompanied by the steward may take the matter up in written form with the Manager of Property/designate and she/he will have three (3) days to reply.

##### **Step 2**

Within two (2) working days following the decision in Step 1, the employee accompanied by the Grievance Committee may take the matter up with the Regional Superintendent of Schools/designate. Failing settlement within three (3) working days, then;

##### **Step 3**

Within fourteen (14) working days following the decision in Step 2, the Union Grievance Committee may request that the Regional Superintendent of Schools convene a meeting of the Board's Grievance Committee. This Committee shall meet to hear the Union's grievance within ten (10) working days of receipt of the Union's request for the meeting. An Officer of the Union may be present at the Board's Grievance Committee meeting.

**Step 3 (cont)**

The Board shall render its decisions within thirty (30) working days. Failing settlement at Step 3, the Union may within seven (7) additional working days following the Board's response refer the matter to Arbitration by giving written notice within seven (7) additional working days as hereinafter provided.

14.02 Replies to grievances shall be in writing at all stages.

14.03 The Board shall supply the necessary facilities for Grievance Meetings.

14.04 It is understood that the Union representative will be paid for their regular shift but will not be paid overtime while meeting to resolve grievances.

At Step 2, the Union Vice-President/or designate living closest to the grievor, and the grievor will meet with the Regional Superintendent or his designate.

At Step 3, the Union President, Vice-President, Steward and grievor will meet with Board's Grievance Committee.

Note: Employees attending grievance meetings that are in excess of four (4) hours, including travel time to and from meetings, will not be required to work their regular shift that day. The employee will be paid for their regular shift but will not be paid overtime.

It is understood that the grievance meeting in Step 3 will be held in the predecessor board office location closest to the grievor. If the Board decides to move the meeting to another location, the Board will pay the mileage for the grievor and Union Vice-President in one car.

The Board will pay mileage for the Union President/designate to attend meetings as outlined in Steps 1, 2 and 3 in accordance with board practice.

14.05 **Policy Grievances**

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



## **ARTICLE 15 – ARBITRATION**

- 15.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether an allegation is made that this Agreement has been violated either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limits, the appointment shall be made by the Minister of Labour, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employees affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is not majority the decision of the Chairman governs.
- 15.02 Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expenses of the third party, and any cost of the place of hearing of such arbitration if and when the necessity arises. It is further agreed that arbitration hearings shall be held in Timmins or such other place as may be mutually agreed to by the parties hereto.
- 15.03 In no event shall the Board of Arbitration have the power to change this Agreement or alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

## **ARTICLE 16 – DISCHARGE CASES**

- 16.01 If any employee believes that their discharge was without just cause, the grievance shall be taken up under the Grievance Procedure starting at Step 2. The grievance shall be presented in writing within seven (7) working days after the date of the aforementioned discharge.

## **ARTICLE 17 – HOURS OF WORK AND OVERTIME**

- 17.01 The normal hours of work shall be forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours, except as otherwise agreed upon in writing between the Board and the Union.
- 17.02 All employees shall be entitled to two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute lunch break in each eight (8) hour shift.
- 17.03 Notwithstanding the provisions of Article 17.01 where the Board deems it necessary to schedule five (5) consecutive days of eight (8) continuous hours of night shifts, such shifts shall be scheduled in the interval between 12:01 a.m. Monday to 8:00 a.m. Saturday, and a one (1) half hour (1/2) lunch period shall form a part of such shift in addition to the rest periods set out in Article 17.02.
- 17.04 **Split Shifts**  
Split shift shall not be scheduled for a period of time to exceed eleven (11) hours from start to finish. There shall be no more than one (1) split per day.
- 17.05 a) All time worked beyond the normal work day shall be on a voluntary basis and shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for all hours worked.
- b) Permanent part-time employees working less than eight (8) hours per day and who are required to work longer than the regular working day shall be paid at the rate of straight time for the hours so worked up to and including eight (8) hours in the working day. Overtime rates as in Clause 17.01 (a) and 17.02 shall apply after eight (8) hours in the working day and for all work performed on holidays and regular days off.
- 17.06 Any employee who is required to work a regular day off shall be paid at the rate of double his standard rate of pay.
- Any employee required to work on a holiday shall be paid at the rate of double time and one-half his standard rate of pay for every hour worked .
- 17.07 **Overtime Meal Allowance**  
Employees required to work more than ten (10) consecutive hours in any day or shift shall be provided with a meal allowance of twelve dollars (\$12.00).

- 17.08      **Minimum Call-Back Time**  
Every employee who is called out or required to work in an emergency outside his/her regular working hours shall be paid at the rate of a minimum of four (4) hours at his/her regular rate or time and one-half for all hours worked, whichever is greater.
- 17.09      Overtime in any school shall be offered to the most senior employee in the school first, provided they have the required qualifications. If refused then it shall be offered to the next most senior employee.
- 17.10      **Overtime During Lay-Offs**  
There shall be no overtime worked in any operation while there are employees on the recall list in the same or similar type of operation and who are qualified to perform the available work, providing such employees are accessible and available at the time required.
- 17.11      All holidays as set out in Clause 18.01 shall be, for the purpose of computing weekly overtime, as hours worked.
- Example:      If a holiday(s) as outlined in Clause 18.01 is observed during the work week, the work week then becomes a thirty-two (32) or twenty-four (24) hour week, and all hours worked in excess of thirty-two (32) or twenty-four (24) hours shall be deemed as overtime and paid as per sub-articles 17.01 and 17.02.
- 17.12      **Weekend School Checks**  
Where employees who are on a regular Monday to Friday shift are required to do weekend school checks, they shall be paid a minimum of four (4) hours pay at straight time rates or actual hours worked at time and one-half (1 ½), whichever is greater.
- 17.13      Scheduling shall be on an individual school basis between property managers or designate and custodians and shall provide two (2) consecutive days off.
- 17.14      Any changes in the hours and days of work of each employee shall be posted in an appropriate place at least one (1) week in advance.
- 17.15      Twenty-four (24) hours notice shall be given before change of shift, except in cases of emergency. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during each normal rest period.
- 17.16      Exchange of hours with other employees is permissible on the approval of the immediate Supervisor.

**ARTICLE 18 – STATUTORY HOLIDAYS**

18.01 The following paid Holidays will be recognized by the Board:

New Year’s Day	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	Canada Day
Civic Holiday	6 Floaters
Labour Day	

and any other day proclaimed as a holiday by the Municipal, Provincial or Federal Government,

and the last four (4) hours on the last scheduled day or shift prior to New Year’s Day and the last four (4) hours on the last scheduled day or shift prior to Christmas Day

In order to qualify for payment of these holidays, an employee must work his regular shift immediately prior to and immediately following the holiday. In the case of an employee who works on one of the agreed paid holidays at the specific request of the Board, such employee shall be paid at the rate of one and one-half (1 1/2) times his regular rate for the period so worked; plus, the employee will be given a paid day off at a later date.

18.02 **Rules for Floating Holidays**

Six (6) Floating Holidays are based on a calendar year (effective January 1, 2000), one earned for each two (2) months actively at work or on paid sick leave.

18.03 Requests for Floating Holidays shall be made at least twenty-four (24) hours in advance. Floating Holidays shall be taken at a time mutually acceptable to the employee and the Manager of Property or his/her designa te.

18.04 When a full-time/permanent part-time employee works on the day prior to and the day following a statutory holiday, he/she will be paid their regular scheduled hours for the statutory holiday.

**ARTICLE 19 – VACATIONS**

19.01 All full-time and permanent part-time employees shall receive vacation as follows:

One (1) to three (3) years	Ten (10) days with pay in the calendar year
Three (3) to seven (7) years	Fifteen (15) days with pay in the calendar year
Seven (7) to sixteen (16) years	Twenty (20) days with pay in the calendar year
Sixteen (16) to twenty-five (25) years	Twenty-five (25) days with pay in the calendar year
Twenty-five (25) years or more	Thirty (30) days with pay in the calendar year

All vacation allotments and increases in vacation shall be made in the employee’s anniversary year providing service is continuous.

Example:

An employee who’s anniversary date is October 1<sup>st</sup> who in that calendar year moves to three (3) years of service shall receive fifteen (15) days with pay.

19.02 An employee shall be entitled to their vacation allocation with pay in the calendar year providing the years of service are continuous. Employees who resign prior to the commencement of the vacation period shall be paid their vacation allocation at the rate of two percent (2%) per week of earnings for the period employed during the vacation year (January 1<sup>st</sup> to December 31<sup>st</sup>).

19.03 Should an employee leave before his anniversary date, his vacation would be prorated. The vacation year will be recognized as January 1<sup>st</sup> to December 31<sup>st</sup> of any given year.

19.04 **Statutory Holidays During Vacation**

If a statutory holiday is observed during an employee’s vacation period, the employee shall be granted an additional day’s vacation with pay for each such holiday, in addition to his/her regular vacation time.

19.05 All eligible employees shall be granted the vacation period preferred by the employee wherever possible in view of operating requirements. Preference in choice of vacation dates shall be determined by seniority and by category at the discretion of the Board.

19.06 Permanent part-time employees shall receive vacation with pay as per Article 19.02 (based on regularly scheduled hours).

19.07 Where an employee is hospitalized, or is eligible for bereavement leave during his/her period of vacation, there shall be no deduction from vacation credit for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option. If hospitalized, the equivalent number of days will be deducted from accumulated sick leave.

## **ARTICLE 20 – CUMULATIVE SICK LEAVE PLAN**

20.01 Employees actively at work or on paid sick leave shall be granted accumulated sick leave with pay at the rate of two (2) days per month to a maximum of two hundred and sixty (260) days.

20.02 Employees of the former Kapuskasing Smooth Rock Falls and District Board of Education hired prior to September 1, 1998 will receive twelve (12) days for each year of continuous service working forty (40) hours per week. Employees working less than forty (40) hours per week will have the number of sick leave days prorated by dividing the number of hours regularly scheduled to work per week by forty (40) hours per week.

20.03 Employees of the former Hearst Board of Education will receive the number of sick leave days specified in Article 20.02 multiplied by point seven (.7).

### **20.04 Retirement Gratuity**

20.04.1 Employees hired prior to September 1, 1998 shall continue to receive the retirement gratuity as specified in the collective agreement which was negotiated between the former Bargaining Unit and predecessor Board or he/she may elect the benefit described in 20.04.2 in lieu of the provisions in this article (20.04.1) The applicable provisions and the list of employees who are eligible are listed in Appendix 'C'.

20.04.2 The Board shall make contribution of \$2,300 to the Investors Group on behalf of

each employee working forty (40) hours per week and who does not qualify for a retirement gratuity or severance allowance from a predecessor board. This contribution shall be made providing employee has two (2) years of continuous service in the month of November 30<sup>th</sup> each year.

Employees formerly employed by the Timiskaming Board of Education do not qualify for this benefit if he/she opts for the Severance Allowance (paid when employment is severed) on or before June 30, 2000. A list of employees who qualify for the Severance Allowance when they retire can be found in Appendix "C".

It is understood that an employee does not qualify for an additional amount if he/she severs employment with the Board and is subsequently re-hired. Employees working less than forty (40) hours per week will have their amount prorated.

- 20.05 An employee who becomes entitled to compensation under the provisions of the Workplace Safety and Insurance Board shall assign such compensation to the District School Board Ontario North East and thereupon shall be entitled to sick leave credit gratuities as provided for under this Plan. The portion paid by the Board over and above the amount received from the Workers' Compensation Board translated into days shall be deducted from the days to the credit of the employee.
- 20.06 Sick leave credit gratuities for any absence exceeding ten (10) consecutive days will only be allowed upon the certificate, if requested, of a duly qualified medical practitioner and the Board reserves the right to demand a certificate in any case from a Doctor named by the Board, and shall pay all costs if any.
- 20.07 A statement of sick leave credits as at August 31st will be issued annually to each employee on or before October 31<sup>st</sup>. Errors and omissions must be reported to the Payroll Department within thirty (30) days after the statement of sick leave credits is issued.

## **ARTICLE 21 – LEAVE OF ABSENCE**

- 21.02 (a) Leave of Absence with pay and without loss of seniority shall be granted upon written request to the Board for up to two (2) members of Local 8888 to attend the Provincial and/or National C.U.P.E. Convention. This leave of absence shall be requested at least one (1) month prior to the convention date and shall not exceed seven (7) days in total per year.

- (b) Employees may request, subject to the approval of Local 8888 C.U.P.E., a leave of absence without loss of seniority for the purpose of attending Union

functions. The Board shall continue to pay wages at regular rate of regular scheduled hours and invoice Local 8888 for reimbursement.

21.03

**Bereavement Leave**

All employees shall be granted five (5) days leave without loss of wages to grieve the loss of a parent, wife, husband, common law partner, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, step-parents and three (3) days leave for the death of an aunt, uncle, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

21.04

**Compassionate Leave**

- a) All employees shall be granted five (5) days leave to be deducted from sick leave without loss of wages to attend in the case of serious illness (life threatening) of an immediate family member to be deducted from sick days.
- b) An employee's immediate family shall be defined as current spouse, current common-law spouse, parent, current parent-in-law, child, brother, sister, current brother-in-law, current sister-in-law, grandparents, grandchild, step-parents, current son-in-law and current daughter-in-law.
- c) An employee may be allowed a leave of absence with pay and without loss of seniority or benefits for three (3) days in the event of a serious fire or flood in the employee's household or for a serious household or domestic emergency, approved by immediate supervisor.

21.05

**Jury Duty**

The Board shall pay an employee who is required to serve as juror or court witness the difference between his/her normal earnings and the payment he/she receives for jury service or court witness. The employee will present proof of service and the amount of pay received.

21.06

**Leave for Union Officers**

Any employee who is elected for a full-time position with the Union or anybody with which the Union is affiliated or who is elected to public office shall be granted leave of absence without loss of seniority by the Board for a period of one (1) year. Such leave shall be renewed each year during his/her term of office without pay.

21.07

**General Leave**

The Board at its sole discretion may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause; such request to be in writing and approved by the Board. The Board shall not refuse any requests without sufficient reason.

20

21.08

Employees shall be granted parental leave in accordance with the Employment Standards Act. Such employee shall not be eligible for payment for sick leave for time lost due to such leave.



An employee granted such leave shall be allowed to maintain the benefits described in Article 23 and the Board shall continue to pay their share of the premiums during the leave provided that the employee pre-pays her portion of the applicable premiums.

21.09

**Parental Leave**

- A. The employee shall resume his/her former position with no loss of benefits accrued to the commencement of the Parental Leave provided she/he returns to employment when the statutory leave requirements have terminated. Seniority is not affected by statutory maternity leave.
- B. Any persons hired for parental leave opening will be hired on a temporary basis and the job posting will indicate that the position is temporary and for what duration. Any person transferred from within the bargaining unit for a temporary period will have her/his job posted as a temporary position and will return to her/his former job at the end of the leave.
- C. If the employee on parental leave does not return to her/his position, the job must be posted according to Article 13.01.

21.10

An additional leave of absence without pay may be granted and the employee shall state the duration of the leave requested when she/he submits her written application for Parental Leave.

**ARTICLE 22 – PAYMENT OF WAGES**

22.01

**Pay Days**

The Board shall pay salaries and wages in accordance with Article 32. On each pay day, each employee shall be provided with an itemized statement of his/her wages and deductions. Pay day shall be every second Thursday. Pay shall be deposited to the employee's bank account every second Thursday.

**ARTICLE 23 - JOB RECLASSIFICATION**

23.01

- a) When the duties in any classification significantly change or when any position not covered by Appendix A is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Board and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.
- b) When a permanent employee has been on L.T.D. for six (6) full months, the temporary relief employee hired as a result of the employee on L.T.D. shall be replaced; first, by posting in accordance with Article 13 (Job

Posting); and, secondly, if there are no applications from within the bargaining unit, a person from outside the bargaining unit shall be hired as a permanent employee.

- c) If and when the permanent employee is able to return, he or she shall be returned to their former position and the employee with the lowest seniority shall be laid off subject to Article 12.

## **ARTICLE 24 – JOINT HEALTH AND SAFETY COMMITTEE**

***NOTE: MULTI WORK SITE AGREEMENT (See Appendix B)***

## **ARTICLE 25 – EMPLOYEE BENEFITS**

### **25.01 Pension**

In addition to the Canada Pension Plan, every full-time and permanent part-time employee shall join the Ontario Municipal Employees Retirement System. The Board and the employee shall make contributions in accordance with provisions of the plan.

The Board agrees to pay one (1) employee covered under this Agreement at straight time lost from their regular scheduled shift(s) once annually to attend a seminar sponsored by O.M.E.R.S.; the Union agrees to absorb the cost of travelling and accommodation.

### **25.02 Group Life**

Employees shall participate in a Group Life and Accidental Death and Dismemberment Insurance Policy (i.e. double indemnity) with the Board paying ninety percent (90%) and the employee paying ten percent (10%) of the increases on premiums. [Dividends from this policy may be allowed to accrue but shall only be used for the improvement of the Group Life Plan as may be mutually determined between the Board and the Union from time to time.] For all members of the Union, the policy will be for two (2) times their annual earnings. The employees shall participate in a Dependents' Group Life Insurance Policy: Spouse equals face value of ten thousand dollars (\$10,000); dependant equals face value of five thousand dollars (\$5,000); with the Board paying ninety percent (90%) of the regular monthly premium and the employee paying ten percent (10%).

### **25.03 Dental Plan**

The Board shall pay ninety percent (90%) and the employee shall pay ten percent (10%) of the cost of a Dental Plan for all employees. The Dental Plan is described in Appendix 'D'.

25.04

**Vision Care**

The Board agrees to pay ninety percent (90%) and the employee agrees to pay ten percent (10%) of the cost of premiums for a vision care plan which provides two hundred dollars (\$200.00) every two (2) years towards the cost of eye glasses or contact lenses to every employee and members of their family.

25.05

**Prescription Drug Plan**

The Board shall pay ninety percent (90%) and the employee shall pay ten percent (10%) of the premiums of Blue Cross Drug Plan. Employees will be issued cards to present to the Drug Store.

There shall be a cap of six dollars and forty-eight cents (\$6.48) on dispensing fees. Employees who reside in communities such as Smooth Rock Falls, Cochrane, Iroquois Falls, Haileybury and Cobalt where the dispensing fees are higher than six dollars and forty-eight cents (\$6.48) may submit the difference of the dispensing fee paid less six dollars and forty-eight cents (\$6.48) to the Board for reimbursement.

25.06

**Extended Health Plan**

The Board shall pay ninety percent (90%) and the employee shall pay ten percent (10%) of the cost of premiums in respect to Extended Health Plan. The plan is described in Appendix 'D'.

25.07

**Long Term Disability**

The Board shall pay ninety percent (90%) and the employee shall pay ten percent (10%) of the premiums for all employees enrolled in Long Term Disability Plan. The Plan will be the O.T.I.P. Plan purchased in June 1999.

Note: To be effective the month following ratification or as mutually agreed.

25.08

In lieu of all fringe benefits such as group insurance, medical and hospital insurance and dental plan, only permanent part-time employees (casual employees excluded) who work less than twenty (20) hours within the bargaining unit shall be paid an add-on in the amount of five percent (5%) for each regular scheduled hour of work. Overtime hours shall not be included in the calculation of the premium. Employees who wish to purchase plans may prearrange payment to the Board.

25.09 **Safety Boots**

The Board agrees to reimburse up to one hundred and twenty-five dollars (\$125.00) each year, with receipt of purchase, to all employees who are required to wear safety boots.

## **ARTICLE 26 – CONTRACTING OUT**

- 26.01 No work which is normally or customarily performed by the employees of the bargaining unit within job classifications covered by this Collective Agreement shall be contracted out by the Board if it results in a layoff, a reduction in the number of employees or a reduction in the number of hours normally assigned to the bargaining unit.
- 26.02 There shall be no layoffs due to technical change.
- 26.03 There shall be no layoff for the term of this Agreement except if schools are closed, sections of schools are mothballed, or the Board eliminates Board facilities.

## **ARTICLE 27 – GENERAL CONDITIONS**

- 27.01 **Proper Accommodation**  
Proper accommodation shall be provided for employees to have their meals and store their clothes.
- 27.02 **Strike at Employees' Job Site**  
Where employees of the Board are engaged in a legal strike and place or maintain pickets at the employees' job site, then any refusal to work or failure to cross such picket line by members of this Union shall not be considered a violation of this Agreement. Employees shall not receive wages for time missed.
- 27.03 **No Strike or Lock Out**  
In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strikes, sit down, slow down, or engage in any other work stoppage and the Board agrees there will be no lock out.

## **ARTICLE 28 – MISCELLANEOUS**

- 28.01 When the Board contemplates the transfer of an employee from one school to another, it shall do so by mutual consent with the Union. The Union agrees that its consent will not be denied except for good and sufficient reason. The Board agrees to pay any costs incurred by the employee in the transfer.
- 28.02 Board agrees to pay a monthly allowance of sixty-five dollars and eighty-five cents (\$65.85) per month for mail pick-up and local errands to those custodians who qualify.
- 28.03 Cafeteria employees will be excluded from the bargaining unit effective June 30, 2000. It is understood that Cafeteria workers will be given the choice of employment with the new employer or bump into a position inside the bargaining unit where permitted by the seniority and surplus provisions of the collective agreement.

**ARTICLE 29 – VEHICLE ALLOWANCE FOR MAINTENANCE**

29.01 The Board agrees to pay allowances currently in place, for vehicles owned by maintenance staff, on the date of ratification of this agreement by both parties. The Union and the Board agree to meet and review vehicle allowances and mutually agree to new language.

**ARTICLE 30 – TERMINATION AND RENEWAL**

30.01 The Agreement shall be in effect from the date of ratification by both parties and shall remain in effect until August 31<sup>st</sup>, 2002, and unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year.

30.02 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.

30.03 If notice of amendments or termination is given by either party, the parties agree to meet not later than twenty (20) days after the receipt of same, providing that notification is received by September 1<sup>st</sup> said year.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000.**

**FOR THE DISTRICT SCHOOL  
BOARD ONTARIO NORTH EAST:**

**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 8888:**

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LETTER OF UNDERSTANDING

BETWEEN

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST

(the "Board")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

(the "Union")

RE: VOLUNTEER FIRE FIGHTERS

It is recognized that some CUPE members are volunteer fire fighters and may be called to a fire before or during their hours or work.

The Board and the Union agree that CUPE members will notify their immediate supervisor that they will be absent from work to attend to the fire. It is also understood that if it is necessary that the employee be absent from work to attend to the fire, the employee will be paid the number of hours regularly scheduled to be at work. It is understood that the employee will return to work if it is a false alarm or the employee is not required to attend to the fire/emergency.

\_\_\_\_\_  
Signed on behalf of CUPE

\_\_\_\_\_  
Signed on behalf of the Board

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\_\_\_\_\_

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**JOB CLASSIFICATION****APPENDIX 'A'**

September 1, 2002

	<b>Hourly Rates</b>
Working Foreman	\$22.85
Chief Cust. Secondary & K-OAC	\$17.88
Head Cust. Hearst	\$18.15
Head Cust. – Elementary	\$17.32
Custodian 1	\$16.92
Custodian II	\$15.55
Maintenance 1	\$21.82
Maintenance II	\$19.63
Maintenance III	\$18.56
Temporary Relief	\$12.81
Student	\$ 8.08

Note No. 1: Temporary Relief Employees in the employ of the Board on September 1, 1999 who have been on the Temporary Relief Employees Seniority List for at least the previous six months shall be grandfathered at their rate of pay September 1, 1999

Note No. 2: Head Custodian at Clayton Brown school is red-circled at 18.15 per hour.

**APPENDIX 'B'**

**DISTRICT SCHOOL BOARD  
ONTARIO NORTH EAST  
JOINT HEALTH AND  
SAFETY COMMITTEE  
TERMS OF REFERENCE**



## **APPENDIX 'B'**

### **DSB ONE OCCUPATIONAL HEALTH & SAFETY POLICY**

**District School Board Ontario North East recognizes and accepts its legal and moral responsibilities to provide for the health and safety of all its employees by maintaining a safe healthy environment in which to work.**

**The matter of health and safety is of fundamental importance and every measure will be taken to protect all employees from injury due to accident or health hazard while on the Board's premises.**

**The objectives for health and safety are consistent with the overall objectives of the Board and are to minimize the risk of personal injury and occupational disease by:**

- providing safe facilities, equipment and materials;**
- establishing safe working practices and procedures which are strictly observed;**
- designing safety programs for the circumstances unique to each department developed by the Employer in consultation with the Joint Health and Safety Committee.**

**The Board agrees that these objectives can best be achieved when:**

- 1) all existing federal, provincial and municipal health and safety legislation is complied with, and recognized health and safety standards are accepted as minimal standards;**
- 2) all administrators and supervisors recognize and accept their responsibility for health and safety and encourage their staff to promote and observe safety practices at work;**
- 3) all Board employees accept their responsibility for following safe work practices;**
- 4) immediate positive corrective action is taken when occupational accidents or illnesses occur or when potentially dangerous conditions are identified**

**The Board, as Employer, is ultimately responsible for health and safety in its schools, Board offices and other workplaces under its control and is responsible for ensuring that these guidelines are implemented.**

**Director of Education: \_\_\_\_\_**

## **APPENDIX 'B'**

### **PREAMBLE**

- 1. This document respecting the Joint Health and Safety Committee Terms of Reference was mutually developed and agreed to by the workplace parties and is submitted to the attention of the Ministry of Labour for sanction and approval pursuant to Section 9(3.1) of the Occupational Health and Safety Act.**
- 2. The Minister of Labour has delegated to the Regional Director of the Ministry of Labour the approval of Multi-workplace Joint Health and Safety Committees.**
- 3. The Minister of Labour reserves the right to withdraw the sanction of this arrangement if deemed appropriate for any reason after consultation with the workplace parties.**
- 4. It is a requirement of the Occupational Health and Safety Act to establish a policy which encourages the active participation of all employees in the prevention of accidents and the promotion of occupational health and safety in the workplace.**
- 5. District School Board Ontario North East and its employees have established a Joint Health and Safety Committee under the Occupational Health and Safety Act and have reached an understanding as to Terms of Reference for the composition, practices and procedures thereof.**
- 6. All involved workplace parties acknowledge that a health and safety program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, all workplace parties undertake to co-operate in ensuring that these Terms of Reference and the full intent of the Occupational Health and Safety Act will be carried out by their respective organizations.**

## **APPENDIX 'B'**

### **TERMS OF REFERENCE**

#### **1.0 STRUCTURE OF THE DISTRICT COORDINATING COMMITTEE**

- 1.1 A District Coordinating Committee shall be formed to oversee the three (3) Regional Joint Health and Safety Committees.**
- 1.2 There shall be six (6) members of the District Coordinating Committee, specifically the two (2) co-chairpersons of each of the three (3) Regional Joint Health and Safety Committees, Southern, Central and Northern Regions.**
- 1.3 The District Coordinating Committee shall meet as necessary to ensure the proper functioning of the three (3) Regional Joint Health and Safety Committees.**

#### **2.0 STRUCTURE OF THE REGIONAL HEALTH AND SAFETY COMMITTEES**

- 2.1 There will be three (3) Regional Joint Health and Safety Committees. These committees are to be associated with the three (3) existing geographic organizational structures. See appendix #1.**
- 2.2 Each Regional Joint Health and Safety Committee will annually conduct its initial school year meeting at its Regional Board Office. At the initial meeting, the committee will decide the location for future meetings.**
- 2.3 The Joint Health and Safety Committee (hereafter referred to as the Joint Committee) shall consist of members representing the Employer and representing the Bargaining Units of the workers.**
- 2.4 The worker members of the Joint Committee shall be selected by the workers one (1) each from each of the following: ETFO, OSSTF, CUPE, OPEIU, OSSTF Child Youth Workers and Attendance Counsellors, and OSSTF Educational Assistants.**
- 2.5 The number of management members of the Joint Committee shall be equal to or less than the number of worker members and shall be chosen by the Employer from among those employed in the workplace. It is recommended that the Property Manager be a member of the Employer team.**
- 2.6 At least one (1) management member and one (1) worker member of the Joint Committee shall be certified members.**

## **APPENDIX 'B'**

- 2.7** The Joint Committee shall meet at least quarterly, four (4) times each year, at a time and date determined by the Joint Committee, and more frequently if necessary or ordered and in accordance with 2.2 above.
- 2.8** There shall be two (2) Committee co-chairpersons, one (1) from the management members and one (1) from the worker members appointed for one (1) year at the first meeting of the Joint Committee each school year. The co-chairpersons shall alternately serve as the chair of the meetings.
- 2.9** The co-chairperson may, with the approval of his/her counterpart, invite any additional person(s) to attend a meeting to provide additional information and comment. These guests shall not participate in the regular business of the meeting.
- 2.10** The names and work locations of the committee members shall be posted in every workplace where they are most likely to be seen by the workers. The Employer is responsible for this posting.

### **3.0 MEETINGS**

- 3.1** The Joint Committee must have a quorum in order to conduct a meeting. A quorum shall be a majority of the members of the Joint Committee. The number of management members present must not exceed the number of worker members present. At least one co-chairperson must be in attendance.
- 3.2** The co-chairpersons shall jointly prepare an agenda and have it distributed to all committee members at least one (1) week in advance of each meeting. The Employer shall provide a current accident report, based on WSIB information, to be included with the agenda. Members who wish to have items added to the agenda must give ample notice to the chairperson.
- 3.3** All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. When consensus is not possible, the matter will be referred to the District Coordinating Committee for review. Uncompleted business items will be placed on the agenda of the next meeting.
- 3.4** The Employer will provide a meeting room for Joint Committee meetings and a storage facility for filing Joint Committee meeting minutes. These minutes shall be accessible to the Joint Committee and the Ministry of Labour.
- 3.5** Joint Committee meeting minutes will be recorded, typed, and filed within two (2) calendar weeks of a meeting. Minutes will be reviewed, edited and signed by the two (2) co-chairpersons before being circulated to all committee members.

## **APPENDIX 'B'**

- 3.6 A Joint Committee member is entitled to:**
- a) one (1) hour to prepare for each committee meeting**
  - b) time, as is necessary, to attend meetings**

### **4.0 FUNCTIONS OF THE JOINT COMMITTEE**

- 4.1 The functions of the Joint Committee shall be as prescribed by the Occupational Health and Safety Act, and shall include, but not be limited to,**
- a) identifying workplace hazards**
  - b) obtaining information from the Employer**
  - c) making recommendations to the Employer**
  - d) investigating work refusals**
  - e) investigating serious accidents**
  - f) obtaining information from WSIB including the Annual Summary**
  - g) ensuring that education and training programs are sufficient to protect all employees**

### **5.0 MONTHLY WORKPLACE INSPECTIONS**

- 5.1 The worker members on the Joint Committee shall designate at least one (1) of their members to conduct the monthly inspections of the workplace in accordance with the Occupational Health and Safety Act. This should be a certified member.**
- 5.2 The members of the Joint Committee are not required to designate the same member to perform all inspections or to perform all of a particular inspection.**
- 5.3 Workplace inspections shall be undertaken according to a schedule submitted to, and approved by, the Joint Committee annually. It is recommended that a copy of the approved schedule be forwarded to each workplace.**

## **APPENDIX 'B'**

- 5.4** The inspection schedule shall be structured to ensure that the entire workplace is inspected monthly, where practical; otherwise, a part of the workplace will be inspected monthly with the entire workplace being inspected at least once a year, in accordance with the Occupational Health and Safety Act.
- 5.5** While it is not prescribed in the Occupational Health and Safety Act, it is recommended that during the inspection of any workplace the worker member conducting the inspection be accompanied by the on-site supervisor, or designate, and the head custodian, or designate.
- 5.6** All concerns identified during an inspection shall be recorded on appropriate workplace inspection forms and signed by the person designated to carry out the inspection.
- 5.7** The results of an inspection will be forwarded to the Joint Committee within two (2) working days of the completion of the inspection.

### **6.0 RECOMMENDATIONS TO EMPLOYER**

- 6.1** Within twenty-one (21) days of receiving a recommendation from the Joint Committee, the Employer will communicate in writing directly to the co-chairpersons with regard to the recommendation giving a timetable for implementation or stating the reasons for not agreeing. The refusal is appealable to the Ministry of Labour if the Joint Committee feels such action is warranted.

### **7.0 COMPLAINT OF DANGEROUS CIRCUMSTANCE**

- 7.1** The worker members on the Joint Committee shall designate one (1) of their members to respond to any complaint of dangerous circumstance in accordance with the Occupational Health and Safety Act. This shall be a certified member.
- 7.2** As per the Occupational Health and Safety Act, the certified worker member so designated shall be notified forthwith of the complaint and shall be made available to attend without unnecessary delay.

## **APPENDIX 'B'**

### **8.0 WORK REFUSALS**

- 8.1** The Joint Committee members representing the workers shall designate one (1) of their members to be responsible for attending and assisting at a worker work refusal. This shall be a certified member. Any work refusal shall be carried out as prescribed in the Occupational Health and Safety Act. See appendices #2 and #2a.
- 8.2** As per the Occupational Health and Safety Act, the certified worker member so designated shall be notified forthwith of the Work Refusal and be made available to attend without unnecessary delay.

### **9.0 WORK STOPPAGES**

- 9.1** The worker members of the Joint Committee shall designate one (1) of their members to participate in any work stoppages. This shall be a certified member. Any work stoppage shall be carried out as prescribed by the Occupational Health and Safety Act. See appendices #3 and #3a.
- 9.2** As per the Occupational Health and Safety Act, the certified worker member so designated shall be notified forthwith and be made available to attend without unnecessary delay.

### **10.0 CRITICAL INJURIES AND OCCUPATIONAL ILLNESSES**

- 10.1** The worker members on the Joint Committee shall designate one (1) of their members to carry out investigations of serious accidents, critical injuries, fatalities and occupational illnesses in accordance with the Occupational Health and Safety Act. It is recommended that this be a certified member. The results of any such investigation shall be forwarded to the Joint Committee and to the Ministry of Labour. See appendix #4

### **11.0 WORKPLACE TESTING**

- 11.1** The worker members on the Joint Committee shall designate one (1) of their members to be present at the beginning of any workplace testing in accordance with the Occupational Health and Safety Act. It is recommended that this be a certified member.

## **APPENDIX 'B'**

### **12.0 MINISTRY OF LABOUR INSPECTIONS**

- 12.1** The worker members on the Joint Committee shall designate one of their members to accompany any Ministry of Labour inspector during a workplace visit. It is recommended that, where practical, this be a certified member.

### **13.0 RESOLUTION OF HEALTH AND SAFETY CONCERNS**

- 13.1** Employees shall first discuss health and safety concerns with their Principal or immediate supervisor. Every attempt will be made to resolve the concern together.
- 13.2** Failing a satisfactory resolution of the worker concern, the concern resolution mechanism takes effect with notice in writing being given to the Joint Committee. See Appendix #5

### **14.0 PAYMENT**

- 14.1** A member of the Joint Committee is deemed to be at work while fulfilling any of his/her Joint Committee responsibilities as prescribed in the Occupational Health and Safety Act and will be compensated according to the appropriate Collective Agreement.
- 14.2** There may be additional expenses associated with fulfilling Committee duties. All such legitimate costs shall be borne by the Employer.

### **15.0 GENERAL**

- 15.1** The Joint Committee may accept any health or safety item as proposed for discussion but is not empowered to amend, alter, subtract from or add to any of the terms of the Collective Bargaining Agreements.
- 15.2** Where a dispute arises regarding the interpretation of any article in these Terms of Reference the Occupational Health and Safety Act, or current legislation, shall govern. See appendix #6. An Inspector may be requested to provide advice or mediation.



**APPENDIX 'B'**

**15.3 The District Coordinating Committee shall review these Terms of Reference and may recommend revisions if necessary to ensure continued compliance with the Occupational Health and Safety Act.**

**15.4 Any amendments, deletions or additions to this document must have the consensus of the three (3) Regional Joint Committees and the approval of the Regional Director of the Ministry of Labour before being set out in writing and forwarded to the workplace parties.**

**16.0 CONFIRMATION OF AGREEMENT**

**The workplace parties hereto adopt these Terms of Reference in good faith and agree that they provide a framework for an effective functioning Joint Health and Safety Committee.**

**Director of Education \_\_\_\_\_**

**Superintendent of Business and Finance \_\_\_\_\_**

**E.T.F.O. \_\_\_\_\_**

**O.S.S.T.F. \_\_\_\_\_**

**C.U.P.E. \_\_\_\_\_**

**O.P.E.I.U. \_\_\_\_\_**

**OSSTF Educational Assistants \_\_\_\_\_**

**OSSTF C.Y.W's and Attendance Counsellors \_\_\_\_\_**

## APPENDIX 'C'

## GRATUITY ENTITLEMENT – CUPE

NAME	ID	Activity Code	Original Start Date	Former Board	Grat Old	Grat New	Grat Future	Sever	Notes
BARR, Bruce	6664	Active	19731016	Coch.	X				8+Yrs.
BARR, Gisele	6679	Active	19890626	Coch.	X				8+Yrs.
BRETON, Serge	6680	Active	19810520	Coch.	X				8+Yrs.
COOK, Frederick	6681	Active	19790215	Coch.	X				8+Yrs.
DUMOULIN- BIERNESS, Lillian	6670	LTD	19840430	Coch.	X				8+Yrs.
FARQUHAR, Iain	6672	Active	19880620	Coch.	X				8+Yrs.
FRIGON, Renee	6674	LTSICK	19870209	Coch.	X				8+Yrs.
GELINAS, Christine	6689	Active	19870112	Coch.	X				8+Yrs.
GERMAIN, Jo-Ann	6667	Active	19901005	Coch.	X				8+Yrs.
GIRARD, Romeo	6682	Active	19900709	Coch.	X				8+Yrs.
HARPER, Rheo	6791	Active	19910418	Coch.	X				8+Yrs.
JOSEPH, Ken	6668	Active	19891218	Coch.	X				8+Yrs.
JUDD, Monique	6684	Active	19900928	Coch.	X				8+Yrs.
KRUITHOF, Garry	6675	Active	19830125	Coch.	X				8+Yrs.
KUZMICH, Michael	6665	Active	19880530	Coch.	X				8+Yrs.
LABELLE, Pauline	6636	Active	19880606	Coch.	X				8+Yrs.
LIZNICK, Brock	6685	Active	19871229	Coch.	X				8+Yrs.
MALLET, Michel	6686	Active	19910408	Coch.	X				8+Yrs.
MITCHELL, Robert	6677	Active	19780306	Coch.	X				8+Yrs.
MOYER, David	6662	Active	19900101	Coch.	X				8+Yrs.
PARKER, Richard	6663	Active	19880620	Coch.	X				8+Yrs.
TRUDEL, Ghyslaine	6660	Active	19790709	Coch.	X				8+Yrs.
VAN LUVEN, Raymond	6687	Active	19911106	Coch,	X				8+Yrs.
VICKERS, Francoise	6806	Active	19910418	Coch,	X				8+Yrs.
WOLOSCHUK, Lucie	6657	Active	19880208	Coch.	X				8+Yrs.
BAILEY, William	3167	Active	19891023	K.Lake	X				10+Yrs.
BEDARD, Gale	3173	Active	19820517	K.Lake	X				10+Yrs.
BIRCH, James	3204	Active	19890905	K.Lake	X				10+Yrs.
BLOUSE, Evelyn	3177	Active	19851008	K.Lake	X				10+Yrs.
CAHILL, Elizabeth	3205	Active	19890410	K.Lake	X				10+Yrs.
COOPER, Marilyn	3192	Active	19740225	K.Lake	X				10+Yrs.
CUTTING, Josephine	3190	Active	19900305	K.Lake	X				10+Yrs.
DESGAGNES, Jacqueline	3176	Active	19881107	K.Lake	X				10+Yrs.
DODGE, Janette	3188	Active	19891016	K.Lake	X				10+Yrs.
FOX, Robert	3200	Active	19850401	K.Lake	X				10+Yrs.
FRADE, Joe	3196	Active	19870316	K.Lake	X				10+Yrs.
GOODMAN, Rosaletta	3180	Active	19840611	K.Lake	X				10+Yrs.

## APPENDIX 'C'

## GRATUITY ENTITLEMENT - CUPE

NAME	ID	Activity Code	Original Start IDate	Former Board	Grat Old	Grat New	Grat Future	Sever	Notes
HANNAH, James	3179	LTSICK	19820517	K.Lake	X				10+Yrs.
HODGINS, Jane	3199	Active	19830215	K.Lake	X				10+Yrs.
PARCHER, Lorraine	3181	Active	19790103	K.Lake	X				10+Yrs.
ROY, Paul	3198	Active	19901003	K.Lake	X				10+Yrs.
SAWICKI, Horst	3187	Active	19880215	K.Lake	X				10+Yrs.
ARMSTRONG, Irene	5013	Active	19861201	Timmins	X				5+Yrs.
BAKER, James	5020	Active	19880603	Timmins	X				5+Yrs.
BELISLE, Lyas	5041	Active	19911024	Timmins	X				5+Yrs.
BISHOP, Stephanie	5055	Active	19891211	Timmins	X				5+Yrs.
BLOOD,, John	5062	Active	19880822	Timmins	X				5+Yrs.
BOUNPRASEUTH, Oudom	5076	Active	19901127	Timmins	X				5+Yrs.
BOUNPRASEUTH, Phimphone	5077	Active	19911112	Timmins	X				5+Yrs.
CAMPSALL, Stanley	5103	Active	19860218	Timmins	X				5+Yrs.
CAO, Muoi	5105	Active	19930923	Timmins	X				5+Yrs.
COCHRANE, Richard	5138	Active	19900131	Timmins	X				5+Yrs.
COCHRANE, Steve	5139	Active	19841003	Timmins	X				5+Yrs.
DAGENAIS, Marianne	5162	Active	19910506	Timmins	X				5+Yrs.
ENG, Mabel	5218	Active	19911209	Timmins	X				5+Yrs.
FISHER, Sandra	5232	Active	19860218	Timmins	X				5+Yrs.
GAGNON, Diane	5248	Active	19880510	Timmins	X				5+ Yrs.
HAAPAKOSKI, Pirkko Liisa	5274	Active	19830315	Timmins	X				5+Yrs.
HANNAH, Daniel	5284	Active	19900202	Timmins	X				5+Yrs.
HART, James	5291	Active	19910205	Timmins	X				5+Yrs.
HOLLINGSHEAD, Dale	5301	Active	19910524	Timmins	X				5+Yrs.
HOMUTH, James	5303	Active	19791017	Timmins	X				5+Yrs.
HOMUTH, Margaret	5304	Active	19770906	Timmins	X				5+Yrs.
HURTUBISE, Claire	5314	Active	19850918	Timmins	X				5+Yrs.
HURTUBISE, Robert	5315	Active	19830303	Timmins	X				5+Yrs.
HUTCHINSON, Jean	5316	Active	19790514	Timmins	X				5+Yrs.
IRONSIDE, Kenneth	5317	Active	19880715	Timmins	X				5+Yrs.
KIVIOJA, John	5340	Active	19850916	Timmins	X				5+Yrs.
KUURU, Shelley	5351	Active	19890109	Timmins	X				5+Yrs.
LABINE, Linda	5355	LTSICK	19810106	Timmins	X				5+Yrs.
LESSARD, Brenda	5385	Active	19900629	Timmins	X				5+Yrs.
LIM, Catherine	5396	Active	19941101	Timmins	X				5+Yrs.

## APPENDIX 'C'

## GRATUITY ENTITLEMENT - CUPE

NAME	ID	Activity Code	Original Start Date	Former Board	Grat Old	Grat New	Grat Future	Sev	Notes
LUOMALA, Marjatta	5405	Active	19801124	Timmins	X				5+Yrs.
MADORE, Anette	5422	Active	19891025	Timmins	X				5+Yrs.
MAFTURACK, William	5423	Active	19930325	Timmins	X				5+Yrs,
MITTON, Derek	5468	Active	19870126	Timmins	X				5+Yrs.
MONTEITH, Claire	5470	Active	19810928	Timmins	X				5+Yrs.
MUSKOVAC, Zorica	5485	Active	19871123	Timmins	X				5+Yrs.
ROCHON, Sylvie	5594	Active	19900112	Timmins	X				5+Yrs.
RODRIQUE, Holly	5596	Active	19870428	Timmins	X				5+Yrs.
SMITH, Donna	5644	Active	10821101	Timmins	X				5+Yrs.
SUNDSTROM, John	5666	Active	19930405	Timmins	X				5+Yrs.
TALON, Yvonne	5670	Active	19791207	Timmins	X				5+Yrs.
TAM, Ada	5671	Active	19940908	Timmins	X				5+Yrs.
TONER, Patricia	5685	Active	19890131	Timmins	X				5+Yrs.
WARREN, Bonnie-Marie	5722	Active	19840118	Timmins	X				5+Yrs.
WORKEWICH, Bohdan	5738	Active	19920605	Timmins	X				5+Yrs.
CONNORS, Michael	6658	Active	19931012	Coch.		X			8+Yrs.
HOUDE, Irene	6813	Active	19951004	Coch.		X			8-yrs 2+yrs
DESCHAMPS, Rachel	4026	Active	19910901	Hearst		X			No Grat.
DESCHAMPS, Roger	4025	Active	19850311	Hearst		X			No Grat.
PINTO, Benedita	4027	Active	19690901	Hearst		X			No Grat.
AREZZA, Adele	4564	Active	19710101	Kap.		X			No Grat.
BOUCHER, Ernestine	4565	LTSICK	19711001	Kap.		X			No Grat.
COMEAU, Joan	4567	Active	19860906	Kap.		X			No Grat.
DESILETS, Marlies	4568	Active	19800902	Kap.		X			No Grat.
JAUVIN, Michel	4569	Active	19900521	Kap.		X			No Grat.
LABELLE, Lina	4570	Active	19820126	Kap.		X			No Grat.
LEBLANC, Marie	4571	Active	19970602	Kap.		X			No Grat.
LECLAIR, Cecile	4572	Active	19970308	Kap.		X			No Grat.
NOLET, Denise	4576	Active	19970428	Kap.		X			No Grat.
SCOTT, John	4577	Active	19761004	Kap.		X			No Grat.
ST. AMOUR, Nicole	4578	Active	19871022	Kap.		X			No Grat.
SUDYK, Monica	4579	Active	19801001	Kap.		X			No Grat.
THERRIEN, Jeanne	4580	Active	19930414	Kap.		X			No Grat.
CAMPBELL, Lori	3182	Active	19951016	K.Lake		X			10-yrs 2+yr.
DICKINSON, Judy	3315	Active	19961010	K.Lake		X			10-yrs 2+yrs
GLEMBUS, Joanne	3170	Active	19911021	K.Lake		X			10-yrs 2+yrs
HILL, Eunice	3178	Active	19970224	K.Lake		X			10-yrs 2+yrs

APPENDIX 'C'

NAME	ID	Activity Code	Original Start Date	Former Board	Grat Old	Grat New	Grat Future	Sev	Notes
INGRAM, John	3197	Active	19960701	K. Lake		X			10-yrs 2+yrs
JACKSON, Nancy	3191	Active	19910908	K. Lake		X			10-yrs 2+yrs
JONES, Aline	3317	Active	19940928	K. Lake		X			10-yrs 2+yrs
MARTINEAU, Dennis	3185	Active	19920120	K. Lake		X			10-yrs 2+yrs
MCLEAN, Susan	3322	Active	19961015	K. Lake		X			10-yrs 2+yrs
ROY, Lise	3194	Active	19950814	K. Lake		X			10-yrs 2+yrs
WEBBER, Debbie	3169	Active	19910827	K. Lake		X			10-yrs 2+yrs
BABCOCK, Owen	1724	Active	19910617	Timisk.		X		X	5+yrs, 2+yrs
BLANCHER, Anne	1410	Active	19881017	Timisk.		X		X	5+yrs, 2+yrs
BRADT, Robin	1308	Active	19811116	Timisk.		X		X	5+yrs, 2+yrs
BRAZEAU, Robert	1312	Active	19810601	Timisk.		X		X	5+yrs, 2+yrs
BROWN, Merna	1369	Active	19881121	Timisk.		X		X	5+yrs, 2+ yrs
CAZA, Gerald	1274	Active	19790820	Timisk.		X		X	5+yrs, 2+yrs
CAZA, Raymond	1276	Active	19730731	Timisk.		X		X	5+yrs, 2+yrs
COOPER, James	1786	Active	19920127	Timisk.,		X		X	5+yrs, 2+yrs
COTE,Pierre	1278	Active	19711216	Timisk.		X		X	5+yrs, 2+yrs
CUTHBERTSON, Lorraine	1638	Active	19911202	Timisk.		X		X	5+yrs, 2+yrs
DEZAN, Daniel	1280	Active	19850204	Timisk.		X		X	5+yrs, 2+yrs
FAUVELLE, Barry	1640	Active	19920106	Timisk.		X		X	5+yrs, 2+yrs
FRANCIS, Lawrence	1290	Active	19760603	Timisk.		X		X	5+yrs, 2+yrs
GAUTHIER, Estelle	1696	Active	19951002	Timisk.		X			5-yrs, 2+yrs.
HANDLEY, Catherine	1427	Active	19890109	Timisk.		X		X	5+yrs, 2+yrs
JEPSEN, Hilda	1317	Active	19880523	Timisk.		X		X	5+yrs, 2+yrs
JOYAL, Diane	1301	Active	19680801	Timisk.		X		X	5+ yrs, 2+yrs
LACHAPELLE, Gilles	1914	Active	19940307	Timisk.		X		X	5+ yrs, 2+yrs
LEVASSEUR, Linda	1902	Active	19931019	Timisk.		X		X	5+ yrs, 2+yrs
MALONEY, Dennis	1548	Active	19891211	Timisk.		X		X	5+ yrs, 2+yrs
MANNERS, Brent	1762	Active	19911021	Timisk.		X			5- yrs, 2+yrs
MARRIOTT, Rozanne	1644	Active	19851113	Timisk.		X		X	5+ yrs, 2+yrs
MILLER, Richard	1326	Active	19931018	Timisk.		X		X	5+yrs, 2+yrs
MILLER, Robin	1328	Active	19790522	Timisk.		X		X	5+yrs, 2+yrs
MORENZ, Bonnie	1330	Active	19860520	Timisk.		X		X	5+yrs, 2+yrs
OUELLETTE, Yvonne	1720	Active	19940920	Timisk,		X		X	5+yrs, 2+yrs
PINDERTON, Paul	1332	Active	19880215	Timisk.		X		X	5+yrs, 2+yrs
RODGERS, Joyce	1649	Active	19900725	Timisk.		X		X	5+yrs, 2+yrs
RODGERS, Ronald	1336	Active	19770620	Timisk.		X		X	5+yrs, 2+yrs
SWEET, Garry	1304	Active	19860901	Timisk.		X		X	5+yrs, 2+yrs

APPENDIX 'C'

NAME	ID	Activity Code	Original Start Date	Former Board	Grat Old	Grat New	Grat Future	Sev	Notes
TAYLOR, Mark	1908	Active	19970630	Timisk.		X			5-yrs. 2+yrs.
WALKER, Kathleen	1778	Active	19940920	Timisk.		X		X	5+yrs.2+yrs.
WALSH, Michael	1909	Active	19940920	Timisk.		X		X	5+yrs.2+yrs.
BERNATCHEZ, Yvonne	5050	Active	19951018	Timmins		X			5-yrs.2+yrs.
JAMES,Todd	3414	Active	19990927	K. Lake			X		2-Yrs.
JENSEN, Donald	3316	Active	20000117	K. Lake			X		2-Yrs.
NEWMAN, Shirley	2041	Active	19991208	Timisk.			X		5-yrs.2-yrs.
TREPANIER, Huguette	6794	Active	19991012	Coch.			X		2-yrs.
MCLAUGHLIN, Audie	5448	Active	19990614	Timmins			X		2-yrs.
BELANGER, Sherron	2034	Active	19990901	Timisk.			X		2-yrs.

## APPENDIX “C”

A letter will be circulated to CUPE members outlining their options with respect to their retirement gratuity. Once all the completed forms are received and reviewed, a list of CUPE members who qualify for a retirement gratuity with their former Board will be prepared. In addition, a list of employees who qualify and opt for the Severance Allowance offered by the former Timiskaming Board of Education will be prepared. These lists will form part of the collective agreement when verified.

**Basic Life Insurance Coverage**

- 200% of your annual salary, rounded up to the next \$1,000 to a maximum of \$200,000,
- coverage will remain in effect until the earlier of:
  - your early retirement, or
  - the August 31<sup>st</sup> following attainment of age 65
  - the Board will pay (90%) and you will pay the 10% difference of \$1.35 per month.

**Accidental Death & Dismemberment (AD&D)**

- 200% of your annual salary, rounded up to the next \$1,000 to a maximum of \$200,000
- coverage will remain in effect until the earlier of:
  - your early retirement, or
  - the August 31<sup>st</sup> following attainment of age 65

**Dependent Life Insurance**

- spouse insured for \$10,000 and \$5,000 per child
- coverage will remain in effect until the earlier of:
  - your early retirement, or
  - the August 31<sup>st</sup> following attainment of age 65

**Extended Health Care and Dental**

All eligible expenses will be reimbursed at 100%, subject to the deductible and maximums noted below:

Prescription drugs	A maximum of \$6.48* will be reimbursed for the dispensing fee Pay Direct Drug Card – <b>Continue to use your existing card</b> Fertility drugs           \$3,000 lifetime maximum Smoking cessation       \$300 lifetime maximum Sexual dysfunction       \$500 per year  *If you live in a designated community (Smooth Rock Falls, Cochrane, Iroquois Falls, Haileybury and Cobalt) where pharmacies offering lower dispensing fees are not available, as per your collective agreement. In these communities, dispensing fees are not capped but we encourage you to shop around if you can.
Hospital	Semi-private coverage
Vision Care	\$200 per 24 months
Private Duty Nursing	Covered up to a maximum of \$10,000 per calendar year
Hearing Aids	Covered to a maximum of \$400 per 48 months
Orthopaedic Shoes	Covered to a maximum of \$100 per calendar year
Chiropractor	Covered up to \$20 per visit and 15 visits per calendar year, after OHIP maximum reached



**Extended Health Care and Dental (continued)**

Osteopath	Covered up to \$20 per visit and 15 visits per calendar year
Physiotherapist	Covered up to \$40 per visit and 15 visits per calendar year
Podiatrist/Chiropodist	Covered up to \$20 per visit and 15 visits per calendar year
Psychologist	Covered up to \$75 per visit and 12 visits per calendar year
Speech Therapist	Covered up to \$50 per visit and 12 visits per calendar year
Massage Therapist	Covered up to \$20 per visit and 15 visits per calendar year
Naturopath	Covered up to \$300 per calendar year
Acupuncturist	Covered up to \$300 per calendar year
Ambulance	Covered
Out-of-Province/Country Maximum Duration of Coverage Travel Assistance Provider	Emergency Medical coverage while traveling (not for resident status) \$1,000,000 lifetime maximum Unlimited trips maximum duration 60 days per trip World Access Canada

The Board will pay \$51.07 (90%) and you will pay the 10% difference of \$5.67.

**Dental**

Deductible	Nil
Fee Schedule	ODA fee guide less one year

Basic and Preventative	100% reimbursement (includes denture repairs)
Recall Exams	9 month interval
Annual maximum	Unlimited
Endodontics and periodontics Annual Maximum	100% reimbursement  Unlimited

Major Restorative	50% reimbursement (dentures only)
Annual maximum	\$1,500

Orthodontics	Not covered
Lifetime maximum	Not applicable

The Board will pay 90% of the premium and you will pay 10%

