

**COLLECTIVE AGREEMENT**

**between**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")**

**representing**

**THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
OSSTF DISTRICT 2 ALGOMA**

**EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")**

**and**

**THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")**

**September 1, 2008**

**to**

**August 31, 2012**

**12462 (03)**

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## **ARTICLE 1            PURPOSE**

- 1.1 It is the purpose of this Agreement to set forth salaries, allowances, benefits, terms and conditions of employment and to provide a process for disposition of grievances for those employees of the Algoma District School Board covered by this Agreement.
  - a) to establish and maintain mutually satisfactory relations between the Algoma District School Board and the Educational Support Staff of OSSTF, to set forth salaries, allowances, benefits, terms and conditions of employment; to provide for an ongoing means of communication between the Union and the Board, a process for disposition of grievances and the final settlement of disputes, and to establish and maintain terms and conditions of employment.
- 1.2 Both parties shall be bound by the legislation of Canada and the Province of Ontario.
- 1.3 For the purposes of administering this Agreement, geographic areas of the Board shall be defined as any work sites within the geographic areas covered by the following predecessor school boards:
  - Central Algoma (including Echo Bay, Laird, Desbarats, St. Joseph Island, Bruce Mines and Thessalon)
  - Chapleau
  - Hornepayne
  - Michipicoten (including Wawa)
  - North Shore (including Iron Bridge, Blind River, Serpent River, Spanish and Elliot Lake)
  - Sault Ste. Marie

## **ARTICLE 2            RECOGNITION**

- 2.1 The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the sole and exclusive bargaining agent authorized to negotiate on behalf of the employees engaged in office, clerical and technical positions, Educational Assistants and Noon Hour Assistants employed by the Algoma District School Board, save and except confidential secretaries, supervisors, persons above the rank of supervisor and Algoma District School Board students performing under three (3) hours of work per week per department per school.
- 2.2 The Board recognizes the Negotiating Team of the Educational Support Staff ("ESS") Bargaining Unit as the group authorized to negotiate on behalf of the Union. The ESS Negotiating Team shall include up to five (5) members of the Bargaining Unit and may include other representatives, from outside the Bargaining Unit, duly appointed by the Union.
- 2.3 Each party shall notify the other of the names of the members of its Negotiating Team in writing prior to the commencement of negotiations.

- 2.4 Each party recognizes the right of the other to authorize any agent, advisor, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

### **ARTICLE 3            DEFINITIONS**

- 3.1 “Employment Status” shall mean a Twelve-Month position or a position, which is Other-Than-Twelve-Months.
- 3.2 “FTE” shall mean full-time equivalent.
- 3.3 “Full-Time” shall mean thirty-five (35) hours per week.
- 3.4 “Casual Employee” shall mean an employee who is on the Board’s Casual List and who is employed in a Casual or Long-Term Casual assignment in accordance with the terms of this Collective Agreement. A Casual employee may work full or part-time hours.
- 3.5 “Temporary Employee” shall mean an employee who fills a vacancy described in Article 20.70.
- 3.6 “Geographic Area” shall have the meaning set out in Article 1.3.
- 3.7 “Member” shall mean a member of the Ontario Secondary School Teachers’ Federation.
- 3.8 “Other-Than-Twelve-Month Position” (OTTM) shall mean a Regular Bargaining Unit position to which an employee has been appointed and which is not a Twelve-Month position. Other-Than-Twelve-Month (OTTM) positions may be either full-time or part-time.
- 3.9 “Part-Time” shall mean less than thirty-five (35) hours per week.
- 3.10 “Party” shall mean the Ontario Secondary School Teachers’ Federation and/or the Algoma District School Board.
- 3.11 “Pay Level” shall mean a cluster of job classifications, which have the same hourly rate.
- 3.12 “Probationary Employee” shall mean an employee who has been appointed to a Regular Bargaining Unit position and who is serving the probationary period as set out in Article 8.

- 3.13 “Regular Bargaining Unit Employee” shall mean an employee appointed to a Regular Bargaining Unit position. A Regular Bargaining Unit employee may be a probationary employee or an employee who has completed the probationary period.
- 3.14 “Regular Bargaining Unit Position” shall mean any Bargaining Unit position excluding casual work as defined in this Agreement. A Regular Bargaining Unit position may be Twelve-Month or Other-Than-Twelve-Month.
- 3.15 “Twelve-Month Position” shall mean a Regular Bargaining Unit position to which an employee has been appointed and is required to work twelve (12) months of the year. A Twelve-Month position may be either full-time or part-time.
- 3.16 Bargaining Unit Levy(ies) shall mean the amount that is deducted from each member’s pay cheque and remitted to the Treasurer of OSSTF District 2 Algoma on behalf of the Bargaining Unit.
- 3.17 Union Dues shall mean the amount, which is deducted from each member’s pay and remitted to the Provincial Treasurer, OSSTF.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

- 4.1 The Board shall not discriminate against, interfere with, restrict or coerce any member because of the member’s membership in the Union.
- 4.2 Subject to the Acts and Regulations of the Province of Ontario and except as expressly modified by this Collective Agreement, the Board retains all rights and prerogatives of management including but not restricted to:
- a) the right to hire, assign, appoint, suspend, promote, classify, transfer, or lay-off employees, and create and/or remove positions;
  - b) the right to make, alter from time to time, and enforce practices and procedures to be observed by employees. Such practices and procedures shall not be contrary to the terms of this Agreement. Prior to any exercise of this right which would change a practice or procedure, the Board shall notify the Bargaining Unit President;
  - c) the right to determine the qualifications, duties and responsibilities of positions;
  - d) the right to discipline, demote or discharge an employee for just cause. The parties agree that a lesser standard of just cause shall apply to probationary employees.

#### **ARTICLE 5 UNION SECURITY**

- 5.1 All present employees shall, as a condition of employment, either maintain their Union membership or join the Union within thirty (30) days after the ratification of this Agreement and shall remain Union members in good standing.

- 5.2 Employees hired subsequent to the ratification of this Agreement shall, as a condition of employment, become Union members as of the first day of work and shall remain Union members in good standing.

## **ARTICLE 6 UNION DUES**

- 6.1 On each pay date on which an employee receives a pay cheque, the Employer shall deduct from each employee the OSSTF dues and any local levy(ies) 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 Employer at least thirty (30) days prior to the expected date of change. In the event of a fixed dollar amount and/or a one time deduction as a Bargaining Unit levy, the Bargaining Unit agrees to provide sixty (60) days notice of change to the Employer.
- 6.2 The OSSTF dues deducted in accordance with Article 6.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 and any local levies chargeable by the bargaining unit shall be remitted to the Treasurer of OSSTF District 2 Algoma no later than the fifteenth of the month following the month in which the deductions were made. Each of such remittances shall be accompanied by a list identifying the employees, their S.I.N. numbers, their salary or wage rate, their wages for the period, the amounts deducted, the status of any casual employees and the number of hours worked per week for all other employees.
- 6.3 Dues specified by the Bargaining Unit in accordance with Article 6.1, if any, shall be deducted and remitted to the Treasurer of OSSTF District 2 Algoma at 674 Pine Street, Sault Ste. Marie, Ontario, P6B 3G1 no later than the fifteenth of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, their salary or wage rate, their wages for the period, the amounts deducted, the status of any casual employees and the number of hours worked per week of all other employees.
- 6.4 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

## **ARTICLE 7 UNION RIGHTS**

- 7.1 The Board shall provide bulletin board space in an appropriate location in each workplace for the use of the Union for the purpose of posting Union or Bargaining Unit notices and information for members.
- 7.2 The Board shall advise all new employees that a Collective Agreement is in effect and shall advise the employee of the name and telephone number of the Union representative(s) designated by the Union in 7.3 below, and shall provide the employee with a copy of the Agreement.

- a) The Board will supply all present employees with an electronic copy within thirty (30) days of signing the final agreement with a printed copy to follow.
- b) The parties agree that the cost of the printed collective agreements shall be shared equally by the Board and the Union.

7.3 The Bargaining Unit shall notify the Board in writing, and keep the Board updated in a timely manner, of the names of its representatives as follows: Officers; Bargaining Committee members; Grievance Committee members; and any other relevant representatives elected or appointed to act on the Union's behalf.

7.4 Upon written request to the Manager of Human Resources, the Bargaining Unit shall be provided with a list of employees in the Bargaining Unit. The list will contain the employee's name, work location, job classification, home address, and telephone number (if available). The Union agrees to indemnify and save the Board harmless in regard to any complaints, suits or liability as a result of providing the above information to the Bargaining Unit.

7.5 Meetings With Members

- (a) Union representative(s) shall be allowed to confer with individual member(s) on the Board's premises outside of paid working hours.
- (b) The Union may be allowed to hold Union meetings on the Board's premises outside of working hours. Arrangements for use of Board facilities for meetings shall be made in accordance with Board policies and procedures. Upon request, the Union shall reimburse the Board in accordance with the Community Use of Schools Policies and Procedures.
- (c) Meetings or conferences during the employee(s)' paid work time require the prior approval of the Manager of Human Resources and/or the employee's immediate supervisor.

7.6 Access to Personnel Files

- (a) There shall be only one Personnel/H.R. file for each member retained by the Board. Such Personnel/H.R. file shall be located in the Human Resources Department of the Board.
- (b) Upon request, Bargaining Unit employees shall have access to their own personnel file during normal office hours and in the presence of a Board designated representative. The employee may authorize, in writing, a Union representative to access the employee's file and/or the employee may be accompanied by a Union representative who shall have access to the file.

- (c) In the event that the employee's normal working hours so require, the parties shall make mutually satisfactory arrangements for the employee to view the file outside of normal office hours.
- (d) The employee or the employees' representative will have the right to copies of any material contained in such file. The employee may be charged reasonable costs at the discretion of the Manager of Human Resources.
- (e) Incorrect statistical information in an employee's personnel file shall be corrected upon receipt of written documentation proving the inaccuracy.

In the event an employee disagrees with information contained in the employee's personnel file and no acceptable change or correction is made by the Board, the employee shall have the right to require that a statement of disagreement be attached to the disputed information.

7.7 A copy of the employee's Record of Employment certificate issued to Human Resources Development Canada will be provided to the employee upon request.

7.8 Member Right to OSSTF Representation

The Employer recognizes the right of a member of the ESS Bargaining Unit to have an OSSTF representative and/or legal counsel present, should the member so desire, during any meetings with the Employer when the conduct or competence of the member is being investigated or the member is being disciplined. The employee's representative shall be advised in advance of the time and place of the meeting.

7.9 Discipline and Discharge

- (a) Disciplinary meetings will normally be held during working hours. The employee shall suffer no loss of pay as a result of attendance at a disciplinary meeting held during the employee's working hours.
  - i) The Board shall have the right to discipline, demote or discharge an employee for just cause. The parties agree that a lesser standard of just cause shall apply to probationary employees.
  - ii) Such employee shall have the right to be accompanied and advised by a Union representative at such meeting.
- (b) Employees shall be notified in writing of the grounds for suspension without pay, demotion or discharge. The Bargaining Unit President shall receive a copy.
- (c) The Board agrees to notify the Bargaining Unit President in advance of the discharge of any employee.



- (d) When a report pertaining to an employee's conduct or competence is to be placed in that employee's personnel file, the employee shall receive a copy.

**ARTICLE 8                    PROBATIONARY PERIOD**

- 8.1 Upon appointment to a regular Bargaining Unit position, newly-hired employees or employees recruited from a casual list shall serve a probationary period of sixty (60) days worked. The Board may require an employee who has been absent from work during the probationary period to work additional days equal to the number of days absent in order to complete probation.
- 8.2 Where an employee's probationary period is interrupted for a promotion, the employee's probationary period may be extended by thirty (30) working days.

**ARTICLE 9                    CONTRACTING OUT**

- 9.1 The Board shall not contract out work or services normally performed by Bargaining Unit members.  
  
The Union agrees that the above shall not apply to current scenarios with respect to existing user or shared services agreements or the renewal thereof, nor shall it apply in an emergency situation where no Bargaining Unit member is available to perform this work.
- 9.2 Student Co-op placements, or other student work experience placements, or volunteers will not result in the lay off of Bargaining Unit members nor will it lessen the regularly scheduled hours of work for Bargaining Unit members.
- 9.3 The Board agrees that no Bargaining Unit work shall be performed for the Board under the auspices of an "Ontario Works" program.

**ARTICLE 10                  SENIORITY**

**General**

- 10.1 Seniority Lists
  - a) Lists showing the seniority of all employees shall be brought up to date yearly. The Employer shall provide two (2) copies of the seniority lists to the Bargaining Unit President by November 30 and shall provide a copy of the up-to-date seniority lists in each workplace, to the workplace representative, by December 15. It is understood that the seniority lists will not be posted in the workplace.
  - b) Any question as to the accuracy of the seniority dates must be submitted to the Manager of Human Resources in writing, with a copy to the Bargaining Unit President within (30) school days of the posting of the lists. Failure to dispute accuracy of the list, in writing, within the specified time frame, shall result in the

seniority list being deemed to be correct. For the purposes of this clause, "School Day" means a day in the school year designated for students in the Algoma District School Board.

- c) In compiling the seniority lists, all ties shall be broken based on the following criteria, in order:
  - i) total number of years in a Bargaining Unit position employed as an EA, Interpreter/E.A., EA/Intramural Facilitator, or Office, Clerical, Technical
  - ii) Total number of hours worked as a Casual Employee
  - iii) total number of years in a bargaining unit position employed as a Noon Hour Assistant
  - iv) by lot, in a manner to be determined by the Employer and the Bargaining Unit

#### 10.2 Interruption in Service

Continuous service will be interrupted and seniority will be lost when:

- a) an employee tenders his/her resignation or ceases to be employed in a Bargaining Unit Position; or
- b) an employee's recall rights have expired or been lost as a result of a failure to return to work when recalled, in accordance with the provisions of Article 20 (Staffing); or
- c) an employee retires; or
- e) an employee is discharged or dismissed by the Board, except when the employee is subsequently reinstated through the grievance/arbitration procedure. In the event of such reinstatement, the termination shall not be considered a break in service.

#### 10.3 Promotion to Temporary Non Bargaining Unit Vacancies

- a) Bargaining Unit members who are promoted to a temporary position outside the scope of this Bargaining Unit which is created by:
  - i) the absence of the incumbent for reasons of leave, illness or injury; or
  - ii) the creation of a term position outside the scope of this Bargaining Unitshall be permitted to return to the Bargaining Unit with full rights and privileges, as though there had been no break in service, provided that the return is within one (1) year of the first day of employment in the Non-Bargaining Unit position.
- b) The member shall return to the position held immediately prior to the promotion, if it still exists or be placed in accordance with the applicable Layoff and Recall

Article if it does not exist. If the employee's return to the position previously held displaces a more junior employee, that employee shall return to the position previously held if it still exists or be placed in accordance with the applicable Lay Off and Recall Articles if it does not.

- c) The same Bargaining Unit member may fill a Non-Bargaining Unit position on a temporary basis only once in a three (3) year period.

**Educational Assistants, Interpreter/Educational Assistants, Educational Assistants/Intramural Facilitator and Office, Clerical and Technical Employees**

10.4 Seniority List

- a) A master seniority list comprised of Educational Assistants, Interpreter/E.A., EA/Intramural Facilitator and Office, Clerical and Technical employees will be maintained for Bargaining Unit members who are appointed to Regular Bargaining Unit positions. Such a list shall be used in the application of the posting and staffing provisions of this Collective Agreement.
- b) The master seniority list shall be arranged from the most senior to the most junior employee and shall show each employee's name, seniority ranking, regular work location, occupational classification and hours per week. Probationary employees shall appear on the list with an asterisk(\*).
- c) In addition to the master seniority list, lists of employees in seniority order, set out by geographic area shall be available to the Bargaining Unit Executive and the Human Resources Department for the purpose of administering this Collective Agreement. In the event of any discrepancy, the master seniority list shall govern.
- d) The Board shall prepare a recall list and provide it to the Bargaining Unit President.
- e) Lists of Casual Employees grouped as EAs, Clerical and Noon Hour Assistants shall be provided to the Bargaining Unit President by November 30<sup>th</sup> of each year.

## Seniority of Noon Hour Assistants

### 10.5 Seniority List:

- a) A separate master seniority list will be maintained by the Board for Noon Hour Assistants who are appointed to Regular Bargaining Unit positions.
- b) The master seniority list shall be arranged from the most senior to the most junior employee by school and shall show each employee's name, seniority ranking, occupational classification and hours per week. Probationary employees shall appear on the list with an asterisk (\*).
- c) Such list shall be provided to the Bargaining Unit President by November 30<sup>th</sup> of each year.

### 10.6 Lay Off

In the event of a reduction in the Noon Hour Assistants, employees shall be laid off in seniority order from the most junior to the most senior in a school and shall have no displacement rights. Recall rights shall be limited to the school from which the employee was laid off and shall expire twelve months from the effective date of lay off.

## ARTICLE 11 SALARY SCHEDULES

**Effective September 1, 2008, there shall be a 3% increase to Salary Schedule F, August 31, 2008 grid (as modified by the April 1, 2008 Pay Equity Plan)**

**Effective September 1, 2009, there shall be a 3% increase to September 1, 2008 grid**

**Effective September 1, 2010, there shall be a 3% increase to September 1, 2009 grid**

**Effective September 1, 2011, there shall be a 3% increase to September 1, 2010 grid**

- 11.1 The following salary schedules shall be effective for all employees except as provided in Article 11.2(b).

Salary Schedule A - Effective September 1, 2008 - 3%

Pay Level	Job Classification	Status	Start	After 1 Year	After 2 Years
1	Courier	OTTM	15.76	16.44	17.12
1	Noon Hour Assistant	OTTM			
2	Data Entry Operator	12 MO	17.97	18.63	19.29
2	Secretary/Receptionist	12 MO			
3	Library Technician – Elementary	OTTM	18.04	18.69	19.35
3	Program Secretary – Spec. Ed.	OTTM			
3	Program Secretary – Health & Safety	OTTM			
3	Library Technician - Secondary	OTTM			
4	Elementary Secretary	OTTM	18.72	19.36	20.03
4	Office Secretary - Secondary	OTTM			
4	Program Secretary – Con.Ed.	12 mos.			
5	Attendance Secretary	OTTM	19.48	20.19	20.82
5	BAS Clerk	12 MO			
5	EA/Intramural Facilitator	OTTM			
5	Educational Assistant	OTTM			
5	Guidance Secretary	OTTM			
5	Information Processing Clerk	12 MO			
5	Plant Clerk II	12 MO			
5	Program Secretary (Co-op)	OTTM			
5	Purchasing Secretary	OTTM			
6	Financial Accounting Clerk	12 MO	20.96	21.63	22.27
6	Payroll Records Clerk	12 MO			
6	Plant Clerk I	12 MO			
6	Senior BAS Clerk	12 MO			
6	Tax Clerk	12 MO			
7	Computer Operator/Software Technician	12 MO	21.97	22.64	23.30
7	Adult Ed Secretary	12 MO			
7	Adult Ed Secretary	OTTM			
7	Coordinating Secretary	OTTM			
7	Senior Secretary - Secondary	12 MO			
7	Computer Operator/Software Technician	12 MO			
8	Electronic Technician	12 MO	23.39	24.07	24.70
9	Senior Electronic Technician	12 MO	24.60	25.28	25.95
10	Interpreter/EA	OTTM	29.36	29.49	30.67

Salary Schedule B - Effective September 1, 2009 – 3%

Pay Level	Job Classification	Status	Start	After 1 Year	After 2 Years
1	Courier	OTTM	16.23	16.93	17.63
1	Noon Hour Assistant	OTTM			
2	Data Entry Operator	12 MO	18.51	19.19	19.87
2	Secretary/Receptionist	12 MO			
3	Library Technician – Elementary	OTTM	18.58	19.25	19.93
3	Program Secretary – Spec. Ed.	OTTM			
3	Program Secretary – Health & Safety	OTTM			
3	Library Technician - Secondary	OTTM			
4	Elementary Secretary	OTTM	19.28	19.94	20.63
4	Office Secretary - Secondary	OTTM			
4	Program Secretary – Con.Ed.	12 mos.			
5	Attendance Secretary	OTTM	20.06	20.80	21.44
5	BAS Clerk	12 MO			
5	EA/Intramural Facilitator	OTTM			
5	Educational Assistant	OTTM			
5	Guidance Secretary	OTTM			
5	Information Processing Clerk	12 MO			
5	Plant Clerk II	12 MO			
5	Program Secretary (Co-op)	OTTM			
5	Purchasing Secretary	OTTM			
6	Financial Accounting Clerk	12 MO	21.59	22.28	22.94
6	Payroll Records Clerk	12 MO			
6	Plant Clerk I	12 MO			
6					
6	Senior BAS Clerk	12 MO			
6	Tax Clerk	12 MO			
7	Computer Operator/Software Technician	12 MO	22.63	23.32	24.00
7	Adult Ed Secretary	12 MO			
7	Adult Ed Secretary	OTTM			
7	Coordinating Secretary	OTTM			
7	Senior Secretary - Secondary	12 MO			
7	Computer Operator/Software Technician	12 MO			
8	Electronic Technician	12 MO	24.09	24.79	25.44
9	Senior Electronic Technician	12 MO	25.34	26.04	26.73
10	Interpreter/EA	OTTM	30.24	30.37	31.59

Salary Schedule C - Effective September 1, 2010 – 3%

Pay Level	Job Classification	Status	Start	After 1 Year	After 2 Years
1	Courier	OTTM	16.72	17.44	18.16
1	Noon Hour Assistant	OTTM			
2	Data Entry Operator	12 MO	19.07	19.77	20.47
2	Secretary/Receptionist	12 MO			
3	Library Technician – Elementary	OTTM	19.14	19.83	20.53
3	Program Secretary – Spec. Ed.	OTTM			
3	Program Secretary – Health & Safety	OTTM			
3	Library Technician - Secondary	OTTM			
4	Elementary Secretary	OTTM	19.86	20.54	21.25
4	Office Secretary - Secondary	OTTM			
4	Program Secretary – Con.Ed.	12 mos.			
5	Attendance Secretary	OTTM	20.66	21.42	22.08
5	BAS Clerk	12 MO			
5	EA/Intramural Facilitator	OTTM			
5	Educational Assistant	OTTM			
5	Guidance Secretary	OTTM			
5	Information Processing Clerk	12 MO			
5	Plant Clerk II	12 MO			
5	Program Secretary (Co-op)	OTTM			
5	Purchasing Secretary	OTTM			
6	Financial Accounting Clerk	12 MO	22.24	22.95	23.63
6	Payroll Records Clerk	12 MO			
6	Plant Clerk I	12 MO			
6	Senior BAS Clerk	12 MO			
6	Tax Clerk	12 MO			
7	Computer Operator/Software Technician	12 MO	23.31	24.02	24.72
7	Adult Ed Secretary	12 MO			
7	Adult Ed Secretary	OTTM			
7	Coordinating Secretary	OTTM			
7	Senior Secretary - Secondary	12 MO			
7	Computer Operator/Software Technician	12 MO			
8	Electronic Technician	12 MO	24.81	25.53	26.20
9	Senior Electronic Technician	12 MO	26.10	26.82	27.53
10	Interpreter/EA	OTTM	31.15	31.28	32.54

Salary Schedule D - Effective September 1, 2011 – 3%

Pay Level	Job Classification	Status	Start	After 1 Year	After 2 Years
1	Courier	OTTM	17.22	17.96	18.70
1	Noon Hour Assistant	OTTM			
2	Data Entry Operator	12 MO	19.64	20.36	21.08
2	Secretary/Receptionist	12 MO			
3	Library Technician – Elementary	OTTM	19.71	20.42	21.15
3	Program Secretary – Spec. Ed.	OTTM			
3	Program Secretary – Health & Safety	OTTM			
3	Library Technician - Secondary	OTTM			
4	Elementary Secretary	OTTM	20.46	21.16	21.89
4	Office Secretary - Secondary	OTTM			
4	Program Secretary – Con.Ed.	12 mos.			
5	Attendance Secretary	OTTM	21.28	22.06	22.74
5	BAS Clerk	12 MO			
5	EA/Intramural Facilitator	OTTM			
5	Educational Assistant	OTTM			
5	Guidance Secretary	OTTM			
5	Information Processing Clerk	12 MO			
5	Plant Clerk II	12 MO			
5	Program Secretary (Co-op)	OTTM			
5	Purchasing Secretary	OTTM			
6	Financial Accounting Clerk	12 MO	22.91	23.64	24.34
6	Payroll Records Clerk	12 MO			
6	Plant Clerk I	12 MO			
6	Senior BAS Clerk	12 MO			
6	Tax Clerk	12 MO			
7	Computer Operator/Software Technician	12 MO	24.01	24.74	25.46
7	Adult Ed Secretary	12 MO			
7	Adult Ed Secretary	OTTM			
7	Coordinating Secretary	OTTM			
7	Senior Secretary - Secondary	12 MO			
7	Computer Operator/Software Technician	12 MO			
8	Electronic Technician	12 MO	25.55	26.30	26.99
9	Senior Electronic Technician	12 MO	26.88	27.62	28.36
10	Interpreter/EA	OTTM	32.08	32.22	33.52



- 11.2 a) An employee in a Regular Bargaining Unit position on the date of ratification whose hourly rate is less than the hourly rates on the salary schedules described in Article 11.1 shall be placed at the hourly rate of pay for the applicable job classification and increment level effective September 1, 1999.
- b) Notwithstanding Article 11.1 and Article 11.2(a) for an employee in a Regular Bargaining Unit position on the date of ratification whose hourly rate on that date is more than the hourly rates in Article 11.1 and Article 11.2(a) shall have the employee's hourly wage rates red circled for the duration of this Collective Agreement or until such time as the appropriate hourly rate on the salary schedule exceeds the employee's frozen rate.

11.3 The start rate shall be payable to a newly hired member as per the appropriate classification to which they are appointed.

11.4 Rate of Pay:

- a) An employee's regular rate of pay shall be defined as the rate of pay for the classification to which the employee is appointed and currently working in accordance with the salary schedule and the employee's level of progression as outlined herein.

The schedule of progression rates as outlined in the salary schedule shall apply to each classification in the respective job classifications for the periods of time specified hereinafter:

- i) the Start Rate shall be payable on appointment to a classification;
- ii) the Intermediate Rate shall be payable upon completion of one successful year of active service in a classification;
- iii) the Standard Rate shall be payable upon successful completion of two successful years of active service in a classification.

For the purpose of this article, one year of active service for Other-Than-Twelve-Month employees shall be one full school year.

Employees shall be placed at the appropriate progression rate as set out above, effective the date of ratification and shall advance in accordance with the timelines above.

- b) No newly hired employee shall be hired at a salary higher than that paid to an incumbent employee in the same position or pay level, having the same or equivalent qualifications and experience.
- c) The rate of pay for a casual employee shall be the start rate on the salary schedule for the job classification in which the casual is employed.

- d) Upon appointment to a higher paid job classification, an employee shall be placed on the salary grid for the new position at the Start Rate. Notwithstanding the foregoing, the employee shall be placed at the lowest grid step for the classification which provides an increase in the employee's hourly rate.
- e) If an employee posts into a Temporary position then posts into the same Regular position with no break in service, they shall be placed on the salary grid recognizing experience in that position.

11.5 Method of Pay:

- a) The current payroll schedules shall continue in effect until August 31, 2012.
- b)
  - i) Employees shall be paid on a bi-weekly pay schedule.
  - ii) Noon Hour Assistants shall submit timesheets on the Friday following each pay period end date and shall be paid on the next scheduled pay date for those hours worked.
- c) Where a pay falls on a statutory holiday, the Board shall pay employees on the last regular banking day prior to the statutory holiday.
- d) In the event of an overpayment of salary, the amount of overpayment shall be repaid to the Board through a mutually acceptable schedule of repayment.
- e) In the event of an underpayment of salary by the Board, the amount of underpayment shall be included in the pay of the employee on the next regularly scheduled pay date, provided there is sufficient time to input the change to payroll.
- f) The Board shall provide direct deposit of salary for all employees covered by this Collective Agreement to a bank or credit union within the jurisdictional area of the Board, according to the employee's choice. The onus shall be on the employee to provide the Board with the necessary banking information in a timely fashion in order that the employee may be paid.
- g) Individual payroll slips shall be issued on each pay date.

**ARTICLE 12           WORKING CONDITIONS**

12.1 For the purposes of leaves and salary year, under the terms of this Collective Agreement, the work year for employees appointed to Twelve-Month positions shall be from September 1 to August 31.

12.2 Work Year

The work year for employees appointed to Other-Than-Twelve-Month positions will be as follows:

a) Educational Assistants, Interpreter/EA, & EA/Intramural Facilitator

The school year designated for teachers in the Algoma District School Board, including scheduled PA and PD days.

b) Noon Hour Assistants

The school year designated for students in the Algoma District School Board.

c) Office, Clerical and Technical Employees

Elementary Secretaries:

The school year designated for teachers in the Algoma District School Board, including scheduled PA and PD days and the three (3) work days immediately prior to the beginning of the school year for teachers.

Guidance Secretaries:

The school year designated for teachers in the Algoma District School Board, including scheduled PA and PD days and the ten (10) work days immediately following the end of the school year for teachers and the five (5) work days immediately prior to the beginning of the school year for teachers.

Attendance Secretaries:

The school year designated for teachers in the Algoma District School Board, including scheduled PA and PD days and the five (5) work days immediately following the end of the school year for teachers and the five (5) work days immediately prior to the beginning of the school year for teachers.

Coordinating Secretaries (Hornepayne & Chapleau High Schools):

The school year designated for teachers in the Algoma District School Board, including scheduled PA and PD days and the five (5) work days immediately following the end of the school year for teachers and the five (5) work days immediately prior to the beginning of the school year for teachers.

All Other School Secretaries and Library Technicians:

The school year designated for teachers in the Algoma District School Board, including scheduled PA and PD days.

Central Office Staff (Other-Than-Twelve-Month):

The school year designated for teachers in the Algoma District School Board, including scheduled PA and PD days.

A Board holiday on the approved school year calendar shall mean a day off without pay for Other-Than-Twelve-Month employees.

- 12.3 An employee who is unable to report to work at the regularly scheduled time must notify the immediate supervisor by 8:00 a.m. Notwithstanding the foregoing, in emergency situations the immediate supervisor shall be notified as soon as possible. When advising the immediate supervisor of an impending absence, the employee will give a reason for the absence and an estimate of the duration if possible.

12.4 Days and Hours of Work

a) Office, Clerical and Technical

The normal days of work for office, clerical and technical employees will be five (5) days per week, excluding Saturday and Sunday. The normal hours of work will be up to seven (7) hours per day for full and part-time employees scheduled to work between the hours of 7:30 a.m. and 5:00 p.m. or as otherwise mutually agreed by the employee and the employee's immediate supervisor.

Notwithstanding the above, the following shall apply:

- i) effective the commencement of the 2000/2001 school year secondary clerical positions will be either 17.5 hours per week or 35 hours per week.
- ii) effective the commencement of the 2000/2001 school year, the Board will create no new elementary clerical positions of less than twenty-five (25) hours per week and all elementary clerical positions of less than twenty-five (25) hours per week will become assignments of a minimum of twenty-five (25) hours per week with the exception of Rockhaven, which shall remain at the number of hours allotted per week during the 1999/2000 school year.
- iii) the Occasional Dispatch Clerk and the Computer Operator/ Software Technician may have a portion of their normal hours of work scheduled outside the hours described above.

The Board agrees to consult with the Bargaining Unit President prior to implementing such an arrangement for newly created office/clerical positions in Continuing Education.

b) Educational Assistants, Interpreter/EA & EA/Intramural Facilitator

The normal days of work for Educational Assistants, Interpreter/EA, and the EA/Intramural Facilitator will be up to five (5) days per week, excluding Saturday and Sunday. The normal hours of work will be up to six (6) hours per day, with shifts scheduled between the hours of 8:00 a.m. and 4:00\* p.m. or as otherwise mutually agreed by the employee and the employee's immediate supervisor.

\*(The EA/Intramural Facilitator's hours may extend past 4:00 p.m.)

Notwithstanding the above, effective commencement of the 2000/2001 school year Educational Assistants shall work either three (3) hours per day or six (6) hours per day.

c) Noon Hour Assistants

The normal days of work for Noon Hour Assistants will be five (5) days per week, excluding Saturday and Sunday. The normal hours of work will be up to two (2) hours per day.

d) Interpreter/EA

The days of work for Interpreter/EA shall be five (5) days per week, excluding Saturday and Sunday. The hours of work shall be thirty-five (35) consecutive hours per week or 17.5 consecutive hours per week, scheduled between the hours of 8:00 a.m. and 4:00 p.m.

12.5 Lunch

Each employee, with the exception of Noon Hour Assistants, shall be entitled to an unpaid lunch period of a minimum of one-half (1/2 hour) to a maximum of one (1) hour, free from assigned duties, which will be scheduled between the hours of 11:00 a.m. and 2:00 p.m.

12.6 Emergencies

Normally scheduled hours of work may be altered in emergency situations.

12.7 Summer Months

During the months of July and August flexible scheduling of hours of work shall be permitted with the mutual consent of the employee and the employee's immediate supervisor.

12.8 Overtime

a) Overtime shall require the prior written authorization of the employee's immediate supervisor. In emergencies, verbal requests confirmed later in writing will be

acceptable. Overtime will be kept to a minimum, however employees will cooperate in meeting operational needs where overtime is required. Reasonable notice shall be provided to employees who are being requested to work overtime.

- b) Hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be considered overtime and shall be paid for on the basis of one and one-half (1½) times the employee's normal rate of pay. Payment for time worked by an employee on a Recognized Holiday shall be in accordance with Article 18 (Recognized Holidays).
- c) The Board shall pay an employee overtime pay or time in lieu at 1½ times the member's regular rate of pay for each overtime hour worked. The employee shall indicate their preference for compensation of overtime whether paid out or taken as time in lieu in writing to the supervisor at the time of overtime authorization. The paid time or in lieu of paid time shall be taken within 3 months of the work week in which the overtime was earned, or as mutually agreed to by the member and the supervisor. In the event that such time cannot be taken, then overtime may be accumulated until the end of the school year in which it was earned. Unpaid overtime at the end of the school year shall be paid out.

#### 12.9 Call Out

Employees called in from home to work outside their regularly scheduled working hours, shall be paid a minimum of three (3) hours call out pay for normal work days, and a minimum of four (4) hours call out pay for Saturday, Sunday and Recognized Holidays at the employee's regular rate of pay.

#### 12.10 Automobile Allowance

a) A member who is required to travel from one worksite to another during their workday, shall be considered itinerant and shall be reimbursed at the travel rate in accordance with Board policy.

b) Employees required to operate their automobile in the course of their employment, including board banking and purchasing supplies, shall be reimbursed at the travel rate in accordance with Board policy. .

#### 12.11 School Closure

In the event of early dismissal of students or school closure during the school day, all employees shall be paid their regular rate of pay for the day.

#### 12.12 Personal Use of Vehicle

The Board shall not request that an employee use their personal vehicle to transport students.

## **ARTICLE 13            RESIGNATION AND RETIREMENT**

- 13.1    An employee shall be required to give the Board a minimum of two (2) weeks written notice prior to the employee's effective date of resignation or retirement. Waiving of the two (2) week notice period shall not be unreasonably withheld in extenuating circumstances.
- 13.2    Whenever possible, all vacation time owing shall be scheduled prior to the date of retirement. In the event that operational requirements prevent the scheduling of all vacation time owing prior to the employee's planned retirement date, remaining vacation owing shall be paid out no later than the next scheduled pay date immediately following retirement.

## **ARTICLE 14            SICK LEAVE**

- 14.1    The Board shall establish and maintain a sick leave plan for employee absences related to employee illness or dental condition as hereinafter provided and shall maintain a sick leave account for each regular employee.
- 14.2    The Board shall report to each employee not later than October 31 of each year the employee's unused sick leave credit accumulation as of the preceding August 31. Any errors or omissions are to be reported to the Manager of Human Resources in writing, with a copy to the Bargaining Unit President, by November 30. The Manager of Human Resources will review the submitted documentation and correct any verified errors or omissions. Failure to appeal the contents of the sick leave credit statement within the specified time frame shall result in the statement being deemed to be correct.
- 14.3    a)    Effective September 1, 2000, each employee shall be entitled to two (2) days sick leave per month worked to a maximum of twenty-four (24) days per year. The employee's sick leave entitlement shall be credited to the employee's sick leave account every three (3) months. The unused balance shall accumulate from year to year to a maximum of two hundred (200) days. Effective September 1, 2001 the maximum sick leave entitlement shall be increased to two hundred and twenty (220) days.
- b)    Full-time Other-Than-Twelve-Month employees and part-time employees will be entitled to sick leave credits prorated to the percentage employed in relation to the hours worked by a full-time Twelve-Month employee.
- c)    Any employee whose accumulated sick leave as of August 31, 1999 was greater than the maximum prescribed by this Article shall be entitled to retain the number of sick leave days accumulated to the employee's credit as of August 31, 1999 subject to deduction for use beyond each future annual allocation.

- d) Employees entitled to a retirement gratuity shall be entitled to continue to accumulate sick leave credits to the accumulation maximum defined in their predecessor collective agreement for gratuity purposes.
  - e) The sick leave accounts shall be recorded in hours as follows:
    - one (1) day of sick leave credit for a part-time employee shall be prorated to the percentage employed in relation to the hours worked by a full-time employee in that position.
- 14.4 Noon Hour Assistants in a Regular Bargaining Unit position in the former North Shore Board of Education as of the date of ratification will be entitled to ten (10) days sick leave per work year, with one (1) day equal to the number of hours worked per day by that employee. Such days shall not be accumulative.
- 14.5 Employees who commence or cease employment during the work year or any month shall have the allocation of sick leave adjusted on a prorated basis to reflect the time worked, with the number of sick leave hours rounded up to the nearest half hour.
- 14.6 For the purposes of this plan:
- a) A fraction of an hour shall be rounded up to the nearest half hour.
  - b) Sick leave shall continue to accumulate during paid leaves of absence, statutory Pregnancy and Parental Leaves and paid leaves for Union business.
  - c) Except as otherwise provided in this Agreement, an employee will neither be eligible to accumulate nor to make use of sick leave credits while not actively employed by the Board. Sick leave credits shall be maintained at the level accumulated immediately prior to the commencement of the absence.
  - d) Once an employee's sick leave credits have expired, no salary payments or further accumulation of sick leave credits shall occur until the employee returns to work. Board payment of applicable benefit premiums shall be continued until the end of the next following month after the utilization of all sick leave credits. Continuation of benefit coverage may be arranged by the employee provided that the employee pays 100% of the premium cost monthly through direct debit to the employee's bank account.
  - e) An employee on sick leave, WSIB or LTD shall not work or be employed elsewhere, unless in extenuating circumstances the Board has granted permission.
- 14.7 a) Medical absences of an employee which exceed five (5) consecutive working days may require medical documentation from a medical practitioner (for example, physician, physiotherapist, nurse practitioner, chiropractor or naturopath) upon return to duties, if the Board so requests. The Board shall reimburse the employee for the cost of the requested medical certificate of illness.



b) The Board, at its expense, reserves the right to have the employee submit a medical documentation satisfactory to the Board, regardless of the duration of the illness.

14.8 A newly hired employee shall be entitled to transfer accumulated sick leave from a previous employer to the employee's credit with the Board in accordance with Section 180 of the Education Act.

14.9 The Board shall recognize an employee's sick leave which was accumulated with predecessor school boards and/or the Algoma District School Board, including sick leave accumulated while a member of another employee group within the Board, subject to Article 14.3.

## **ARTICLE 15            BENEFITS**

15.1 The Board is not the insurer of employee benefits. The terms and eligibility criteria of the insurer contract shall prevail at all times.

15.2 The Board agrees to maintain the benefit coverage in effect as of December 31, 1997 for those members eligible for such coverage under predecessor collective agreements until the date the new benefit plan is effective in accordance with this Agreement.

15.3 Effective September 1, 2008 the following benefit plans and conditions will prevail unless superceded by a new Collective Agreement.

### Enrolment in Plans

a) Extended Health, Dental, Life and AD&D:

Regular Bargaining Unit employees working fifteen (15) hours or more per week and their dependants (including common law or same sex partner) if applicable, will be enrolled as of the first day of work in the Extended Health, Dental, Life and AD&D plans unless they sign a waiver form.

Employees working less than fifteen (15) hours per week who currently are enrolled in the Board plans shall have their eligibility grandparented.

b) Long-Term Disability:

i) Regular Bargaining Unit employees working thirty-five (35) hours per week will be enrolled in the Group LTD plan as of the first day of work unless they sign a waiver form. Details of the plan are set out in Article 15.10.

ii) Regular Bargaining Unit employees working fifteen (15) hours per week or more and less than thirty-five (35) hours per week will have access to a Group LTD insurance plan at employee expense. Participation in the plan shall be

compulsory for eligible employees who are hired subsequent to June 30, 2001. Details of the plan are set out in Appendix A.

- iii) Employees working less than fifteen (15) hours per week shall not be eligible for LTD coverage.
- c) Except as otherwise provided in this Agreement, casual employees shall not be entitled to benefit coverage regardless of the number of hours worked in an assignment.
- d) Employees who have signed a waiver form may, providing that coverage elsewhere has ceased, apply for coverage at a later date as follows:
  - i) Application must be made within thirty-one (31) days of cessation of coverage elsewhere. Insurability shall be at the sole discretion of the carrier.
  - ii) An employee who does not join these plans within thirty-one (31) days of cessation of coverage elsewhere shall be considered a late applicant. Late applicants must be approved by the carrier(s) and the Board. Late applications for dental coverage are subject to a one year waiting period from the date of application.

#### 15.4 Group Life Insurance Plan

The Board will contribute 100% of the costs of the premium for eligible employees. The value of the policy will be two times the employee's annual salary to a maximum of \$100,000, with a minimum level of \$50,000 for employees working thirty (30) hours per week and a minimum level of \$25,000 for eligible employees working less than thirty (30) hours per week.

#### 15.5 Accidental Death and Dismemberment (A.D.&D.)

The Board will contribute 100% of the costs of the premium for eligible employees. The value of the policy will be two times the employee's annual salary to a maximum of \$100,000, with a minimum level of \$50,000 for employees working thirty (30) hours per week and a minimum level of \$25,000 for eligible employees working less than thirty (30) hours per week.

#### 15.6 Optional Additional Group Life Insurance

Optional Additional Group Life Insurance in units of \$10,000 to a maximum of \$200,000 will be made available to members of the Bargaining Unit who are enrolled in the Group Life Insurance Plan. Such coverage will be at the member's expense and at the group rate. Amounts and insurability will be at the sole discretion of the insurance carrier.

#### 15.7 Optional A.D.&D.

Accidental Death and Dismemberment Insurance in units of \$10,000 to a maximum of \$200,000 will be made available to members of the Bargaining Unit who are enrolled in the Group Life Insurance Plan. Such coverage will be at the member's expense and at the group rate. Amounts and insurability will be at the sole discretion of the insurance carrier.

15.8 Optional Spousal Insurance

Members of the Bargaining Unit who are enrolled in the Group Life Insurance Plan may purchase Dependent Life Insurance in units of \$10,000 to a maximum of \$150,000. Such coverage will be at the member's expense at the group rate. Amounts and insurability will be at the sole discretion of the insurance carrier.

15.9 Dental and Extended Health Plans will be provided as follows:

a) Dental Plan

The Board will contribute 100% of the premium cost of the plan as set out below for eligible employees:

Preventative Services (including but not limited to examinations, x-rays, fillings, extractions, oral surgery, polishing, scaling, fluoride treatments, periodontal treatment, endodontics, denture relines and repairs, space maintainers, pit and fissure sealants).

- no deductible
- no calendar year maximum
- fee guide – current ODA
- recall frequency - 9 months – Adult;  
6 months – Child (under 19 years of age)
- coordination of benefits

b) Extended Health

The Board will contribute 100% of the premium costs of the plan for eligible employees. Extended Health coverage will include:

- first \$1.00 of dispensing fee paid by employee(s)
- expenses include but are not limited to:
  - pay direct drugs covered including those legally requiring a written prescription and certain life sustaining medication. Generic substitution applies unless physician indicates “no substitution”
  - Drug Formulary 3

Vision Care

- \$200.00 per 24-month period
- Effective September 1, 2005, \$50.00 routine eye examinations to a maximum of \$50.00 per 24-month period.
- Effective September 1, 2007, \$275.00 per 24-month period.
- Effective August 31, 2008, \$300.00 per 24-month period. Coverage is limited to either eyeglasses or laser eye surgery per 24-month period but not both.
  
- Smoking Cessation maximum \$500 lifetime
- Fertility Drug maximum \$2500
- Paramedical Practitioners (Chiropractor, Physiotherapist, Podiatrist, Naturopath, Speech Therapist, Masseur, Psychologist) limited to \$40 per visit and \$500 per twelve-month period
- Semi-private Hospital Accommodation capped at \$140 per day
- Private Duty Nursing \$5000 per twelve-month period
- Hearing Aids \$500 per 48 month period
- Ambulance included
- Out of Country Referral Medical - \$10,000 lifetime maximum for services not available in Canada and with prior approval of the insurance company
- Out of Country Emergency Medical – up to 60 days and reasonable and customary expenses
- All coverage assumes that OHIP will be billed first
- Coordination of benefits

15.10 Long-Term Disability Plan for Full-Time Employees

The Board will contribute 100% of the premium cost for eligible employees who work thirty-five (35) hours per week. Insurability and eligibility to receive this benefit will be determined by the carrier. The parties agree that the Board is not responsible in the event that the insurer determines an employee is ineligible for Long-Term Disability. The plan includes the following:

- Benefit amount of 75% of monthly earnings with a maximum monthly benefit of \$3000
- Board owned and administered plan
- mandatory for new employees
- availability of benefit subject to insurance carrier approval and not the responsibility of the Board
- elimination period for LTD benefits of one hundred and eighty (180) calendar days
- benefit termination age 65
- definition of disability: 12 month review
- COLA 0%

15.11 Retention of Benefits

- a) All benefits shall be maintained in force in accordance with this Agreement until superceded by a new Agreement.
- b) In the event of the death of an employee, the Dental and Extended Health Care coverage will be continued for the qualifying surviving members of the family to the end of the third month following the month in which the employee dies.
- c) In the event of the death of a retired employee, with coverage for extended health and dental, such coverage may be continued by the spouse (including common law or same sex partner) to age 65 at the retirees' group premium rate. The cost of such coverage is to be borne by the spouse and shall be paid monthly through direct debit to the spouse's bank.
- d) Upon retirement, members of the Bargaining Unit may elect to participate in the Board's Retiree Extended Health and Dental plans, at the group retiree's premium rate, continuous to age 65 years. Plan design shall be at the discretion of the Board. The cost of such coverage is to be borne entirely by the retiree and shall be paid monthly through direct debit to the retiree's bank account.

Notwithstanding the above, former employees of the predecessor North Shore Board of Education whose effective date of retirement on a recognized OMERS pension was prior to the ratification of this Collective Agreement and who were entitled to Extended Health, Dental and Life Insurance coverage upon retirement shall be eligible to participate in the Board's Retiree Extended Health and Dental plans and to continue the Life Insurance in effect as at the date of retirement. The cost of such coverage will be paid by the Board for a period of five (5) years from date of retirement or to age sixty-five (65) whichever is less.

- e) It is understood that Articles 15.11 b), c) and d) apply only if the coverage is available without affecting the Group Rate for active employees.
- f) All benefits shall be maintained in force during any period of legal strike or lockout, provided OSSTF immediately assumes obligation for the payment of the total contributions for all benefits of those affected members, subject to the approval of the carrier(s).
- g) Employees who are in receipt of Long-Term Disability and who are eligible to retire on an OMERS unreduced pension, shall be required to retire.
- h) The Board agrees to provide an outline of all benefits provided for under this Article to each employee of the Bargaining Unit.

## **ARTICLE 16 RETIREMENT GRATUITY**

- 16.1 Retirement Gratuity provisions in predecessor collective agreements in North Shore and Central Algoma shall continue to apply to employees covered by the provisions of these

predecessor collective agreements as at the day prior to ratification of this Collective Agreement. Employees of the predecessor Sault Ste. Marie Board of Education whose entitlement to a retirement gratuity is grandparented shall continue to be entitled to those grandparented provisions.

- 16.2 The parties shall develop a list of those employees entitled to a retirement gratuity and a Letter of Understanding setting out the names of these employees which shall be appended to and form part of this Collective Agreement and an individual letter shall be placed in each employee's file.

## **ARTICLE 17 PENSION ENTITLEMENT**

### **17.1 Continuous Full-Time Employees**

- a) All "Continuous Full-Time Employees", as defined by the OMERS Regulations, who were hired prior to the date of ratification of this Collective Agreement must enroll in OMERS or continue participation in the OMERS plan.
- b) All "Continuous Full-Time Employees", as defined by the OMERS Regulations, who are hired subsequent to the date of ratification of this Collective Agreement must enrol in OMERS upon employment with the Algoma District School Board.

### **17.2 Other Than Continuous Full-Time Employees**

- a) Current employees who are "Other Than Continuous Full-Time Employees", as defined by the OMERS Regulations, who were hired prior to the ratification of this Collective Agreement and who were previously covered under the predecessor collective agreement between the North Shore Board of Education and OSSTF and who were enrolled in OMERS, shall have their participation in OMERS grandparented.
- b) All other employees, who are "Other Than Continuous Full-Time Employees", as defined by the OMERS Regulations, may enroll in OMERS subject to OMERS Regulations. The Board shall notify, at the end of each calendar year, those employees who qualify for participation in OMERS. Enrolment documents shall be provided to these employees by the Board. Employees who qualify for enrolment in OMERS and who choose not to enroll shall be required to sign a waiver.

### **17.3 General**

- a) Employees who are members of OMERS shall make contributions to OMERS in accordance with OMERS requirements and regulations via payroll deductions.
- b) The Board shall make contributions to OMERS in accordance with OMERS requirements and regulations for those employees who are members of OMERS.

- 17.4 Notwithstanding the provisions of this Article, all employees who were employed by the Michipicoten Board of Education on December 31, 1997 shall enrol in OMERS in accordance with the provisions of this Article no later than September 1, 2000. The Board and the employee shall continue to make matching RRSP contributions for the 1999-2000 work year in accordance with the predecessor collective agreement to the extent allowed by Revenue Canada. The Board shall cease all RRSP contributions effective the end of the employee's 1999-2000 work year or August 31, 2000, whichever comes first, and full ownership of the RRSPs shall be transferred to the individual employees.

## **ARTICLE 18 RECOGNIZED HOLIDAYS**

### **18.1 Regular Employee (excluding Noon Hour Assistants)**

#### **a) Regular Twelve-Month Employees**

The following are the Recognized Holidays for which a regular Twelve-Month employee shall be paid at the employee's regular rate of pay provided the employee works the employee's regularly scheduled work day before and after such holiday unless the employee is on vacation, paid sick leave, jury or witness duty, or short-term paid leave or unpaid leave of absence which has been authorized by the Board and which does not exceed fifteen (15) work days immediately preceding the Recognized Holiday:

- New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day

#### **b) Regular Other-Than-Twelve-Month Employees**

The following are the Recognized Holidays for which a regular employee who works other-than-twelve (12) months shall be paid at the employee's regular rate of pay provided the employee works the employee's regularly scheduled work day before and after such holiday unless the employee is on vacation, paid sick leave, jury or witness duty, or short-term paid leave or unpaid leave of absence which has been authorized by the Board and which does not exceed fifteen (15) work days immediately preceding the Recognized Holiday:

- New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Thanksgiving Day, Christmas Day, Boxing Day; and
- Labour Day provided the employee's return to work for the new school year preceded Labour Day. The Board will be in compliance of Employment Standards Act.
- Canada Day (July 1) Recognized paid Holiday shall be deemed as a holiday on a day other than July 1 during the work year as mutually agreed between the parties.

- c) The work day on December 24 and December 31 will be shortened by one-half (½) without loss of pay for regular employees.
- d) Each regular employee shall be entitled to one (1) floating holiday per calendar year. Entitlement shall begin after the member's probationary period. Employees employed on a less than full time basis shall have this holiday pro-rated. Such day is to be scheduled at a date agreed to by the member and the member's supervisor. Such request shall not unreasonably be denied

#### 18.2 Regular Noon Hour Assistants

The following are the Recognized Holidays for which a Noon Hour Assistant shall be paid at the employee's regular rate of pay provided the employee works the employee's regularly scheduled work day before and after such holiday unless the employee is on vacation, paid sick leave, jury or witness duty, or short-term paid leave or unpaid leave of absence which has been authorized by the Board and which does not exceed fifteen (15) work days immediately preceding the Recognized Holiday:

- New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Thanksgiving Day, Christmas Day, Boxing Day; and Labour Day. The Board will be in compliance of Employment Standards Act.

#### 18.3 Casual Employees

The following are the Recognized Holidays for which a casual employee shall be paid at the employee's regular rate of pay provided the employee has been employed by the Board for three (3) months and works the last work day before and the first work day after the Recognized Holiday. Notwithstanding the foregoing, a casual employee shall not be entitled to pay for a Recognized Holiday where the last day worked prior to the Recognized Holiday and the first day worked after the Recognized Holiday are separated by the summer period:

- New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

#### 18.4 General

- a) Part-time employees will receive the employee's regular part-time rate for the paid holidays to which they are entitled.
- b) When any Recognized Holiday falls on an employee's normally scheduled day off, the work day immediately prior to the holiday or work day immediately after the holiday may be declared by the Board in lieu thereof. If the schools remain in session, the day will be added to the employee's annual vacation or will be scheduled at a time mutually acceptable to the employee and the employee's



immediate supervisor. The employee shall be required to take such day prior to the end of the employee's current work year.

- c) An employee who, at the Board's written request, agrees to work on a Recognized Holiday shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for those hours worked plus the employee's regular rate of pay. In emergencies, a telephone request confirmed later in writing will be acceptable.

## **ARTICLE 19            VACATION**

### **19.1    General**

- a) All vacation entitlement as set out in this Article, is based on the completion of continuous years of service with the Algoma District School Board and its predecessor Boards, calculated from July 1 to June 30.
  - i) Maternity Leave of Absence and WSIB for one year shall not constitute an interruption in continuous service for the purpose of calculating Vacation Entitlement.
  - ii) Employees on extended leave of absence without pay shall not accumulate credit for Vacation Entitlement during the period of the leave.

Approved leaves of absence and lay-offs during the Christmas, Spring and Summer Breaks, shall not constitute an interruption in continuous service for the purpose of calculating vacation entitlement.

- b) Casual employment shall not count as service for the purposes of vacation entitlement.
- c) Except as provided elsewhere in this Collective Agreement, any period of time after June 30, 1999 during which the employee does not receive a salary from the Board shall not be counted as service for the purposes of vacation entitlement.
- d) In the event of the death of an employee, any vacation owing shall be paid to the employee's estate.
- e) Employees in Regular Bargaining Unit positions on June 30<sup>th</sup>, 2000:

For those employees in Regular Bargaining Unit positions on June 30, 2000, service with predecessor Boards (Chapleau, Central Algoma, Hornepayne, Michipicoten, North Shore and Sault Ste. Marie) shall be recognized for vacation purposes as follows:

Each employee's service for vacation entitlement as calculated effective June 30, 2000 shall be recognized as the basis for future accumulation.

Employees hired into Regular Bargaining Unit positions after June 30, 2000:

For those employees hired into Regular Bargaining Unit positions after June 30, 2000, service shall be defined as the length of service with the Board from an employee's most recent date of hire into a Regular Bargaining Unit position and shall not include any period of time during which the employee does not receive a salary from the Board.

Notwithstanding the provisions of this Article with respect to service for Regular Bargaining Unit employees, Noon Hour Assistants shall not accumulate service for the purpose of vacation entitlement.

19.2 Regular Twelve-Month Employees:

- a) Employees appointed to a Regular Twelve-Month position shall receive vacation with pay in accordance with years of service as set out below:

Less than 4 years service	=	2 weeks vacation
Completed 4-7 years service	=	3 weeks vacation
Completed 8-14 years service	=	4 weeks vacation
Completed 15-19 years service	=	5 weeks vacation
Completed 20-24 years service	=	6 weeks vacation
Completed 25 years service	=	7 weeks vacation

Twelve-Month employees with less than one year's service are entitled to paid vacation based on the following formula:

$$\frac{N}{12} \times 10 = \text{number of paid vacation days}$$

where "N" is the number of months worked.

Regular Twelve-Month employees who work less than full-time shall receive paid vacation in accordance with the above schedule, however such paid vacation shall be paid at the employee's regular weekly pay for each paid week of vacation.

The provisions of this Article shall not reduce the paid vacation entitlement of any Bargaining Unit member accrued under a predecessor collective agreement or terms and conditions of employment. Any previous entitlement accrued as of June 30, 2000 which exceeds the provisions of this Article shall be frozen until such time as the previous entitlement is exceeded by the entitlement under this Article.

Vacation earned between July 1<sup>st</sup> and June 30<sup>th</sup> shall be taken in the following vacation year.

b) Scheduling of Vacation:

- i) Employees shall submit vacation requests by May 1 to their immediate supervisor.
- ii) Vacations will normally be taken during Summer, Christmas and Spring Break periods. Written requests to take vacation at other times may be approved by the immediate supervisor subject to the operational needs of the Board.

Where two or more employees in the same classification and work site or department request vacation dates and the request cannot be fulfilled, the Board shall take into consideration the seniority of the employees when approving their vacation requests.

- iii) Where a Recognized Holiday occurs during an employee's vacation, the employee will be granted an extra day off with pay at the beginning or the end of the scheduled vacation period during which the Recognized Holiday falls, at the employee's discretion.
- iv) Upon request of the employee, sick leave may be substituted for vacation where it can be established by the employee that an illness or accident requiring hospitalization, occurred while on vacation. Only time spent in hospital and during any period of convalescence immediately following release from the hospital may be substituted.
- v) Changes in scheduled vacation may be arranged by written request, at least two (2) weeks in advance of the commencement of the scheduled vacation, subject to the approval of the immediate supervisor.

Where an employee wishes to change scheduled vacation and take the employee's total vacation entitlement in an unbroken period, the request must be made sixty (60) days prior to the taking of said vacation.

In the event of illness or accident, changes in scheduled vacation may be arranged on such notice as may be reasonable in the circumstances.

- vi) An employee will not be permitted to forego the vacation to which the employee is entitled. Vacations shall not be cumulative from year to year.

Notwithstanding the above, carry over of vacation from one vacation year to the next will not be permitted unless otherwise mutually agreed between the employee and the Board. Written requests for carry over of a maximum of one or two weeks must be submitted to the Manager of Human Resources not later than May 1<sup>st</sup> of each year. All vacation carried over must be used in the following year.

19.3 Other-Than-Twelve-Month Employees:

Vacation pay will be included on biweekly cheques for all employees who work other than twelve months.

Employees appointed to Other-Than-Twelve-Month positions shall receive vacation pay in accordance with the employee's years of service as follows:

Less than 4 years of service	=	4%
Completed 4-7 years of service	=	6%
Completed 8-14 years of service	=	8%
Completed 15-19 years of service	=	10%
Completed 20-24 years of service	=	12%
Completed 25 years of service	=	14%

The provisions of this Article shall not reduce the paid vacation entitlement of any Bargaining Unit member accrued under a predecessor collective agreement or terms and conditions of employment. Any previous entitlement accrued as of June 30, 2000 which exceeds the provisions of this Article shall be frozen until such time as the previous entitlement is exceeded by the entitlement under this Article.

Notwithstanding the above, Noon Hour Assistants shall receive 4% vacation pay.

**ARTICLE 20 STAFFING**

**Section A-1: Educational Assistant Staffing Process and Lateral Transfers**

20.1 The FTE allocation of Educational Assistants in the Board by geographic area for the following school year shall be established by May 31<sup>st</sup>.

Where There is No Reduction in Board-Wide Complement:

- 20.2 In the event that there is no reduction in the Board-wide complement of Regular Bargaining Unit positions for Educational Assistants but there are shifts in the FTE complement of Regular Bargaining Unit positions between geographic areas, the following procedure shall apply:
- a) In the event of a reduction in the FTE complement of Educational Assistants in a geographic area and it is necessary to declare Educational Assistants surplus to the area, Educational Assistants shall be declared surplus to the area in reverse order of seniority from the most junior, until the number of FTE Educational Assistants in the geographic area is equal to the allocation for the area.

Notwithstanding the above, if it is found that the surplus declaration of the most junior Educational Assistant will result in a staffing need that cannot be met in any other way, the next most junior Educational Assistant will be declared surplus. This process shall be repeated, if necessary, until an Educational Assistant is selected whose surplus declaration does not result in a staffing need that cannot be met.

- b) Educational Assistants who are surplus to the geographic area shall declare their intent, in writing within forty-eight (48) hours, to exercise one of the following options:
  - i) reassignment to another geographic area;
  - ii) placement on the Recall List;
  - iii) exercise of their bumping rights to another job classification for which the employee has the necessary qualifications, knowledge and/or skills to fill the position.
- c) Where Educational Assistants, with sufficient seniority, have chosen to be reassigned to another geographic area in accordance with Article 20.2(b)(i) above, an equivalent FTE allocation of Educational Assistants shall be declared surplus to that area, if necessary to reduce to the allocated complement, beginning with the most junior.
- d) The process in (a) through (c) above will be repeated until all Educational Assistants with sufficient seniority have been reassigned to a geographic area or those who have chosen to go on a Recall List have been laid off.

20.3 Once the number of employees assigned to a geographic area equals the allocated complement for the geographic area, the allocated complement shall be assigned within each geographic area as follows:

- a) Should a reassignment from a school prove necessary because of a reduction in the FTE complement of Educational Assistants in a school, Educational Assistants in the school shall be declared surplus to the school in reverse order of seniority from the most junior. Notwithstanding the foregoing, if it is found that the surplus declaration of the most junior Educational Assistant will result in a staffing need that cannot be met in any other way, the next most junior Educational Assistant will be declared surplus. This process shall be repeated, if necessary, until an Educational Assistant is selected whose surplus declaration does not result in a staffing need that cannot be met.
- b) Educational Assistants who are to be reassigned within a geographic area shall be placed into available positions in the geographic area in seniority order, from the most senior to the most junior in accordance with qualifications, knowledge and/or skills. During this assignment process, Educational Assistants who have requested a lateral transfer shall be granted the later transfer in seniority order, when possible,

through placement in an available position including those created by another lateral transfer.

- 20.4 In the event that some Educational Assistants have chosen placement on the Recall List or have bumped into another job classification or chosen reassignment to another geographic area, then vacancies will result with respect to the required Board-wide complement. The Board will proceed to fill the vacancies as follows:
- a) internal posting of any permanent vacancy or temporary vacancy that is known during the Staffing Process to be for the next entire school year and which has not been filled by the process in Article 20.3 above. There shall be a maximum of two (2) rounds of posting; then
  - b) recall of employees on the Recall List in seniority order; then
  - c) external posting or hiring from the Board's casual list.

Where There is a Reduction in Board-Wide Complement

- 20.5 In the event that there is a reduction in the Board-wide complement of Regular Bargaining Unit positions for Educational Assistants the following procedure shall apply:
- a) In the event of a reduction in the FTE complement of Educational Assistants in a geographic area and it is necessary to declare Educational Assistants surplus to the area, Educational Assistants shall be declared surplus to the area in reverse order of seniority from the most junior, until the number of FTE Educational Assistants in the geographic area is equal to the allocation for the area.  
Notwithstanding the above, if it is found that the surplus declaration of the most junior Educational Assistant will result in a staffing need that cannot be met in any other way, the next most junior Educational Assistant will be declared surplus. This process shall be repeated, if necessary, until an Educational Assistant is selected whose surplus declaration does not result in a staffing need that cannot be met.
  - b) Educational Assistants who are surplus to the geographic area shall declare their intent, in writing within forty-eight (48) hours, to exercise one of the following options:
    - i) reassignment to another geographic area;
    - ii) placement on the Recall List;
    - iii) exercise of their bumping rights to another job classification for which the employee has the necessary qualifications, knowledge and/or skills to fill the position.
  - c) Where Educational Assistants, with sufficient seniority, have chosen to be reassigned to another geographic area in accordance with Article 20.5(b)(i) above, an equivalent FTE allocation of Educational Assistants shall be declared surplus to

that area, if necessary, to reduce to the allocated complement beginning with the most junior.

- d) The process in (a) through (c) above will be repeated until all Educational Assistants with sufficient seniority have been reassigned to a geographic area and those who are surplus to the Board and those who have chosen to go on a Recall List have been laid off.

20.6 Once the number of employees assigned to a geographic area equals the allocated complement for the geographic area, the allocated complement shall be assigned within each geographic area as follows:

- a) Should a reassignment from a school prove necessary because of a reduction in the FTE complement of Educational Assistants in a school, Educational Assistants in the school shall be declared surplus to the school in reverse order of seniority from the most junior. Notwithstanding the foregoing, if it is found that the surplus declaration of the most junior Educational Assistant will result in a staffing need that cannot be met in any other way, the next most junior Educational Assistant will be declared surplus. This process shall be repeated, if necessary, until an Educational Assistant is selected whose surplus declaration does not result in a staffing need that cannot be met.
- b) Educational Assistants who are to be reassigned within a geographic area shall be placed into available positions in the geographic area in seniority order, from the most senior to the most junior in accordance with qualifications, knowledge and/or skills. During this assignment process, Educational Assistants who have requested a lateral transfer shall be granted the lateral transfer in seniority order, when possible, through placement in an available position including those created by another lateral transfer.

20.7 In the event that some Educational Assistants have chosen placement on the Recall List or have bumped into another job classification or chosen reassignment to another geographic area, then vacancies will result with respect to the required Board-wide complement. The Board will proceed to fill the vacancies as follows:

- a) internal posting of any permanent vacancy or temporary vacancy that is known during the Staffing Process to be for the next entire school year and which has not been filled by the process in Article 20.6 above. There shall be a maximum of two (2) rounds of posting; then
- b) recall of employees on the Recall List in seniority order; then
- c) external posting or hiring from the Board's casual list.

Where There Is An Increase in Board-Wide Complement

- 20.8 In the event that there is an increase in the Board-wide complement of Regular Bargaining Unit positions for Educational Assistants but there are shifts in the FTE complement between geographic areas, the following procedure shall apply:
- a) In the event of a reduction in the FTE complement of Educational Assistants in a geographic area and it is necessary to declare Educational Assistants surplus to the area, Educational Assistants shall be declared surplus to the area in reverse order of seniority from the most junior, until the number of FTE Educational Assistants in the geographic area is equal to the allocation for the area.  
Notwithstanding the above, if it is found that the surplus declaration of the most junior Educational Assistant will result in a staffing need that cannot be met in any other way, the next most junior Educational Assistant will be declared surplus. This process shall be repeated, if necessary, until an Educational Assistant is selected whose surplus declaration does not result in a staffing need that cannot be met.
  - b) Educational Assistants who are surplus to the geographic area shall declare their intent, in writing within forty-eight (48) hours, to exercise one of the following options:
    - i) reassignment to another geographic area;
    - ii) placement on the Recall List;
    - iii) exercise of their bumping rights to another job classification for which the employee has the necessary qualifications, knowledge and/or skills to fill the position.
  - c) Where Educational Assistants, with sufficient seniority, have chosen to be reassigned to another geographic area in accordance with Article 20.8(b)(i) above, an equivalent FTE allocation of Educational Assistants shall be declared surplus to that area, if necessary, to reduce to the allocated complement, beginning with the most junior.
  - d) The process in (a) through (c) above will be repeated until all Educational Assistants with sufficient seniority have been reassigned to a geographic area and those who have chosen to go on the Recall List have been laid off.
- 20.9 Once the number of employees assigned to a geographic area equals the allocated complement for the geographic area, the allocated complement shall be assigned within each geographic area as follows:
- a) Should a reassignment from a school prove necessary because of a reduction in the FTE complement of Educational Assistants in a school, Educational Assistants in the school shall be declared surplus to the school in reverse order of seniority from the most junior. Notwithstanding the foregoing, if it is found that the surplus declaration of the most junior Educational Assistant will result in a staffing need that cannot be met in any other way, the next most junior Educational Assistant will be declared surplus. This process shall be repeated, if necessary, until an



Educational Assistant is selected whose surplus declaration does not result in a staffing need that cannot be met.

- b) Educational Assistants who are to be reassigned within a geographic area shall be placed into available positions in the geographic area in seniority order, from the most senior to the most junior in accordance with qualifications, knowledge and/or skills. During this assignment process, Educational Assistants who have requested a lateral transfer shall be granted the lateral transfer in seniority order, when possible, through placement in an available position including those created by another lateral transfer.

20.10 In the event that some Educational Assistants have chosen placement on the Recall List or have bumped into another job classification or chosen reassignment to another geographic area, or in the event that there are vacant positions as a result of increased Board-wide complement, then the Board will proceed to fill the vacancies as follows:

- a) internal posting of any permanent vacancy or temporary vacancy that is known during the Staffing Process to be for the next entire school year and which has not been filled by the process in Article 20.9 above. There shall be a maximum of two (2) rounds of posting; then
- b) recall of employees on the Recall List in seniority order; then
- c) external posting or hiring from the Board's casual list.

#### General

- 20.11 a) In the event of the displacement of a Regular Educational Assistant, during the school year, as a result of another employee's exercise of seniority rights or return from leave, WSIB, LTD, or clerical movement, the displaced Educational Assistant shall displace the most junior Educational Assistant in the geographic area provided the displaced Educational Assistant has the qualifications, knowledge and/or skills to fill the position.
- b) In the event of a reduction in complement during the school year, the Board shall follow the procedures in Articles 20.5, 20.6 and 20.7.

An employee who is to be laid off during the school year shall be given appropriate notice in accordance with the *Employment Standards Act* or a minimum of twenty-five (25) working days prior to the effective date of layoff, whichever is greater.

20.12 The surplus and reassignment process shall be observed by the Bargaining Unit President or designate.

20.13 The Board will inform Educational Assistants of their tentative placement for the following school year by June 30<sup>th</sup>.

### Lateral Transfers of Educational Assistants

- 20.14 Employees who have been displaced and who have changed positions under this article shall have the right of reinstatement to their former location, if such becomes available by October 15 of the next school year. In order to exercise this right, employees must advise the Board in writing at the end of the staffing process in June of each year. The Board shall give preference to employees seeking to exercise this by order of seniority.
- 20.15 Educational Assistants requesting a lateral transfer shall complete and submit the appropriate form for the Manager of Human Resources, with a copy to the Bargaining Unit President, by May 15.
- 20.16 a) Educational Assistants wishing to change work sites within the job classification may request a maximum of seven (7) changes.
- c) After June 30<sup>th</sup>, only first request for lateral transfer shall be considered.
- d) The request for a lateral transfer will be in force up until October 15<sup>th</sup> of each year after which time no lateral request shall be considered until the next Staffing Process.

### **Section A-2: Recall of Educational Assistants**

- 20.17 Employees on the Recall List will be entitled to recall in order of greatest seniority to Regular Bargaining Unit positions and to temporary vacancies known in advance to be for the next entire school year in their former job classification or to a job classification for which they possess the necessary qualifications, knowledge and/or skills required to fill the position.

The Bargaining Unit President shall be notified of the recall of any employees.

- 20.18 a) Recall rights of employees who have completed the probationary period shall expire twenty-four (24) months from the effective date of layoff.
- b) Recall rights for probationary employees shall expire three (3) months from the effective date of layoff.
- c) Where an employee's probationary period has been interrupted by lay off and the lay off has resulted in a break in service and less than half of the probationary period has been completed, upon recall to a Regular Bargaining Unit position, the employee shall be required to commence a new probationary period.
- 20.19 An employee shall have the right to refuse an offer of recall and the employee shall not forfeit any rights of recall under this Article for such refusal if any of the following conditions are met:
- a) the position is not in the geographic area from which the employee was laid off; or

- b) the position has reduced hours or lower salary than the position held immediately prior to lay off; or
- c) for medical reasons or reasons related to pregnancy/parental leave; or
- d) for other reasons acceptable to the Board.

Should an employee accept recall to a position that has reduced hours or a lower hourly rate the Board's obligations with respect to recall of this employee will have been fulfilled.

- 20.20 While on the Recall List, laid off employees shall maintain their relative position on the Seniority List.
- 20.21 An employee who accepts recall to a position in accordance with this Article shall be reinstated as though there had been no interruption in service with full rights and benefits unless specifically modified by this Agreement.
- 20.22 When a position becomes available, the Board shall offer recall by telephone and shall confirm the recall by letter. In the event the employee cannot be reached by telephone, the recall shall be offered by registered or certified mail to the last known address provided by the employee.
- 20.23 All employees eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone number and shall notify the Board promptly of any changes. Any notice sent by the Board by registered or certified mail to the last known address appearing on the personnel record shall be deemed to have been received by the employee on the Recall List.
- 20.24 The Board shall make every effort for initial contact by telephone in the event of recall.

When the Board has had telephone contact with an employee notifying of recall, the employee shall advise the Board by the end of business the next working day of his/her intention to return to work. Should contact with the employee require notification by registered or certified mail, the employee shall advise the Board of the intention to return to work within a period not to exceed five (5) working days from the date of mailing of the certified or registered mail. The employee must return to work within two (2) working days from the date of the Board's telephone contact or within seven (7) working days from the mailing date, or make alternative arrangements satisfactory to the Board. Should the employee not return to work within the time specified, and unless an extension is granted by the Board, the employee shall forfeit all recall rights and will be deemed to have resigned from the Board.

20.25 Bargaining Unit employees who are on the Recall List as of the date of ratification of this Collective Agreement shall be entitled to recall in accordance with the provisions of this Agreement.

20.26 Casual Work For Laid Off Employees

- a) Employees who have been laid off and who are on the Recall List shall be required to indicate to the Board, in writing, whether and in which geographic area(s) the employee will be available for casual work.
- b) Employees on the Recall List who have indicated their intent to be available for casual work shall be offered casual work in the geographic area(s) selected in advance of casual employees and in seniority order, provided they have the qualifications, knowledge, and/or skills for the work that is available.
- c) Employees are required to notify the Board in advance of those times when they will not be available for casual work. Acceptance or refusal of such work shall not affect the employee's status on the Recall List.
- d) Employees whose recall and seniority rights have expired may remain on the casual list and shall enjoy only those rights of a casual employee.

20.27 No new employee will be hired and no employee will be recruited from the casual list for a Regular Bargaining Unit position until all persons with the qualifications, knowledge and/or skills to fill the position have been given an opportunity for recall.

**Section A-3: Job Posting and Vacancies for Educational Assistants**

General

20.28 There shall be no postings during the year other than those which are required during the Staffing Process described in Article 20 Section (A-1).

20.29 The internal posting shall contain the following information:

- a) job classification; and
- b) location; and
- c) full-time or part-time (including hours); and
- d) the starting date; and
- e) qualifications or other skills required; and
- f) the length of the position if it is not a permanent vacancy; and
- g) the person to whom the application is to be directed.

In the event that any of the above details contained in a posting are changed prior to the position being filled, the Board will repost the position in accordance with the provisions of this Article.

20.30 The applicant with the necessary qualifications, knowledge, and/or skills to fill the position who has the greatest seniority shall be awarded the position.

The Board reserves the right to determine by means of testing that a member who is seeking to change job classifications has the knowledge and skills to fill the position.

20.31 The successful applicant and the Bargaining Unit President will be notified within ten (10) working days of the close of the posting date.

Following the above notification, the Board will post a general notice in each workplace advising the membership of the name of the successful applicant.

20.32 In the event that a vacancy is not filled as a result of a lateral transfer, internal posting or recall as a result of the application of the provisions of the Staffing Article, the Board may take steps to fill the position by any other means which may include recruitment from the casual list or external advertisement.

20.33 A copy of all postings shall be forwarded to the Bargaining Unit President.

#### Permanent Vacancies

20.34 a) A permanent vacancy to be posted occurs when:

- i) an employee is appointed to another position; or
- ii) an employee is discharged or demoted from a position; or
- iii) an employee dies, resigns or retires from a position; or
- iv) there is a newly created position within the scope of this Agreement.

Notwithstanding the above, the Board has the right to determine whether to fill a vacancy or to amend a position before proceeding to fill it as a vacancy. The Board will notify the Bargaining Unit President in writing, if it decided not to post or to amend the position.

When the Board determines that a permanent vacancy is to be filled, the Staffing Process described in Article 20 (Section A-1) shall be followed.

b) In the event that a permanent vacancy of fifteen (15) hours occurs during the summer months or during the school year outside the Staffing Process, such hours shall be offered in seniority order by geographic area to those fifteen (15) hour Educational Assistants in Regular Bargaining Unit positions and who are available to perform the full hours of the additional assignment without interruption to the hours of work of their current assignment provided they can meet the staffing need.

In the event that there are no part-time employees available for additional regular hours, the Board shall:

- i) offer the position in seniority order to Educational Assistants on the Recall List; then
  - ii) for the remainder of the school year fill the position with a Long-Term Casual until the next Staffing Process.
- c) In the event that a permanent vacancy of thirty (30) hours occurs during the summer months and prior to commencement of the school year for students such hours shall be offered in seniority order to those fifteen (15) hour Educational Assistants in Regular Bargaining Unit positions provided they can meet the staffing need.

In the event that there are no part-time employees available, the Board shall:

- i) offer the position in seniority order to Educational Assistants on the Recall List; then
- iii) for the remainder of the school year fill the position with a Long-Term Casual until the next Staffing Process.

#### Temporary Vacancies

- 20.35 a) A temporary vacancy is created by the absence of an employee who is on an approved leave of absence or who is absent due to illness or accident.

Only those temporary vacancies which are known prior to the Staffing Process described in Article 20 (Staffing) and which are known to be for the entire next school year will be posted and such posting shall occur in accordance with this Article as set out in the Staffing Process described in Article 20 (Section A-1).

- b) All other vacancies created by the temporary absence of an employee shall be filled with the use of a Casual or Long-Term Casual, as the case may be, provided one is available, except as provided below:

Temporary vacancies for the next entire school year which become known to the Board after the close of the Staffing Process described in this Article and before the commencement of the school year for students shall be filled by the Board by recall from the Recall List. In the event it is not possible to fill the position by recall, the Board may fill the position with a Long-Term Casual.

#### **Section B-1: Lay Off of Office, Clerical & Technical Employees**

- 20.36 A Regular Bargaining Unit employee is considered to be laid off when:

- a) the employee's position is eliminated; or
  - b) there is a reduction in the number of full-time Regular Bargaining Unit positions; or
  - c) there is a reduction in the hours of work of an employee.
- 20.37 An employee who is to be laid off shall be given appropriate notice in accordance with the *Employment Standards Act* or a minimum of twenty-five (25) working days prior to the effective date of layoff, whichever is greater.
- 20.38 In the event more than one employee is in a position of layoff, first access to the displacement process in this Article will be on the basis of the seniority of those employees in a position of layoff.
- 20.39 Posting of vacancies which have not been posted as of the date of notice of layoff is given to employees shall be suspended for the period commencing from the date of the notice of layoff and up to and including the time at which all displacement has ceased.
- 20.40 Employees who are in a position of layoff, or employees who have been displaced under the provisions of this Article shall exercise their seniority rights according to the following sequential steps:
- a) accept the reduction in hours, if applicable, and remain in the reduced position; or
  - b) accept the layoff and be placed on the Recall List; or
  - c) move to a vacant position of equivalent weekly hours/same employment status in the same job classification and geographic area or at the employee's initiative in another geographic area; then
  - d) move in accordance with the following process, commencing with step i) and ending with step iii) if applicable:
    - i) displace the most junior employee in the same job classification with equivalent weekly hours/same employment status within the same geographic area or, at the employee's initiative, the most junior employee in a position meeting the same criteria in another geographic area of the Board; then
    - ii) provided that the laid off employee has the qualifications, knowledge and/or skills required to fill the position, displace a more junior employee in any job classification in the same or lower pay level in the same geographic area or, at the employee's initiative, a more junior employee in a position meeting the same criteria in another geographic area of the Board; then
    - iii) provided that the employee has the qualifications, knowledge and/or skills to fill the position, displace a more junior employee in any job classification in a higher pay level in progressive steps, in the same geographic area, or at the

employee's initiative, a more junior employee in a position meeting the same criteria in another geographic area of the Board.

- e) An employee who is unable to fill a vacant position or to displace a more junior employee through the process outlined in this Article shall be laid off and placed on the Recall List.

20.41 Employees exercising displacement rights in accordance with this Article shall have eight (8) working hours to exercise their seniority rights.

20.42 The displacement process shall be observed by the Bargaining Unit President or designate.

### **Section B-2: Recall of Office, Clerical & Technical Employees**

20.43 a) Employees who are on the Recall List will be entitled to recall in order of greatest seniority to Regular Bargaining Unit positions in their former or lower pay level provided they possess the qualifications, knowledge and/or skills required to fill the position.

The Bargaining Unit President shall be notified of the recall of employees.

- b) Recall rights for employees who have completed the probationary period shall expire twenty-four (24) months from the effective date of layoff.
- c) Recall rights for probationary employees shall expire three (3) months from the effective date of layoff.

Where an employee's probationary period has been interrupted by layoff and the layoff has resulted in a break in service and less than half of the probationary period has been completed, upon recall to a Regular Bargaining Unit position, the employee shall be required to commence a new probationary period.

- d) An employee shall have the right to refuse an offer of recall and the employee shall not forfeit any rights of recall under this Article for such refusal if any of the following conditions are met:
  - i) the position is not in the geographic area from which the employee was laid off;
  - ii) the position has a lower hourly rate and/or reduced hours/ employment status than the position held immediately prior to lay off;
  - iii) for medical reasons or reasons related to pregnancy/parental leave; or
  - iv) for other reasons acceptable to the Board.



Should an employee accept recall to a position that has a lower hourly rate and/or reduced hours/employment status the Board's obligations with respect to recall of this employee will have been fulfilled.

- 20.44 While on the Recall List, laid off employees shall maintain their relative position on the Seniority List.
- 20.45 An employee who accepts recall to a position in accordance with this Article shall be reinstated as though there had been no interruption in service with full rights and benefits unless specifically modified by this Agreement.
- 20.46 When a position becomes available, the Board shall offer recall by telephone and shall confirm the recall by letter. In the event the employee cannot be reached by telephone, the recall shall be offered by registered or certified mail to the last known address provided by the employee.
- 20.47 All employees eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone number and shall notify the Board promptly of any changes. Any notice sent by the Board by registered or certified mail to the last known address appearing on the personnel record, shall be deemed to have been received by the employee on the Recall List.
- 20.48 The Board shall make every effort for initial contact by telephone in the event of recall.
- When the Board has had telephone contact with an employee notifying of recall, the employee shall advise the Board by the end of business the next working day of his/her intention to return to work. Should contact with the employee require notification by registered or certified mail, the employee shall advise the Board of the intention to return to work within a period not to exceed five (5) working days from the date of mailing of the certified or registered mail. The employee must return to work within two (2) working days from the date of the Board's telephone contact or within seven (7) working days from the mailing date, or make alternative arrangements satisfactory to the Board. Should the employee not return to work within the time specified, and unless an extension is granted by the Board, the employee shall forfeit all recall rights and will be deemed to have resigned from the Board.
- 20.49 Bargaining Unit employees who are on the Recall List as of the date of ratification of this Collective Agreement shall be entitled to recall in accordance with the provisions of this Agreement.
- 20.50 No new employee will be hired and no employee will be recruited from the casual list for a Regular Bargaining Unit position until all persons with the qualifications, knowledge and/or skills to fill the position have been given an opportunity for recall.

20.51 Casual Work For Laid Off Employees

- a) Employees who have been laid off and who are on the Recall List shall be required to indicate to the Board, in writing, whether and in which geographic area(s) the employee will be available for casual work.
- b) Employees on the Recall List who have indicated their intent to be available for casual work shall be offered casual work in the geographic area(s) selected, in advance of casual employees, and in seniority order, provided they have the qualifications, knowledge and/or skills for the work that is available.
- c) Employees are required to notify the Board in advance of those times when they are not available for casual work. Acceptance or refusal of such work shall not affect the employee's status on the Recall List.
- d) Employees whose recall and seniority rights have expired may remain on the casual list and shall enjoy only those rights of a casual employee.

**Section B-3: Reinstatement of Office, Clerical & Technical Employees**

20.52 Office, Clerical & Technical employees who have changed job classifications and/or employment status under this Article shall have the right to reinstatement to Regular Bargaining Unit positions in their most recently held job classification and employment status for a period of up to twenty-four (24) months from the effective date of the new position.

20.53 The employee shall be reinstated at the salary step that would have been attained had there been no change in job classification.

20.54 Office, Clerical & Technical employees who refuse reinstatement to a position in their previous job classification with equivalent weekly hours and the same employment status within their geographic area shall lose their reinstatement rights.

20.55 Employee who are laid off and placed on a Recall List shall not have reinstatement rights.

20.56 Employees who have been transferred in accordance with the Transfer Article of this Collective Agreement shall not have reinstatement rights to the position from which the employee was transferred.

**Section B-4: Job Posting and Vacancies for Office, Clerical & Technical Employees**

General

20.57 The internal posting shall include the following information:

- a) job classification; and

- b) location; and
- c) full-time or part-time (including hours); and
- d) the employment status of the position; and
- e) the starting date; and
- f) qualifications and/or skills required; and
- g) the length of the position if it is not a permanent vacancy; and
- h) the person to whom the application is to be directed.

In the event that any of the above details contained in a posting are changed prior to the position being filled, the Board will repost the position, in accordance with the provisions of this Article.

20.58 A copy of all postings shall be forwarded to the Bargaining Unit President.

20.59 All postings shall be suspended during the period of school breaks (such as Christmas, March and Summer Breaks) as designated in the school year calendar for teachers by the Algoma District School Board.

Any postings which have been suspended in accordance with the above, will be posted immediately following the school break.

20.60 Vacancies shall be posted internally for members holding Regular Bargaining Unit positions prior to the recall of members on the Recall List.

20.61 The applicant with the necessary qualifications, knowledge and/or skills to fill the position, who has the greatest seniority shall be awarded the position.

The Board reserves the right to determine by means of testing that an employee who is seeking to change job classification has the knowledge and skills to fill the position.

20.62 The successful applicant and the Bargaining Unit President will be notified within ten (10) working days of the close of the posting date.

Following the above notification, the Board will post a general notice in each workplace advising the membership of the name of the successful applicant.

20.63 Where an employee's probationary period is interrupted for a promotion, the employee's probationary period may be extended by thirty (30) working days.

20.64 An employee who has been a successful applicant for a vacancy or has moved as a result of reinstatement shall not be entitled to apply for any other vacancies for a period of six (6) months except where the move would result in an advancement in job class, or an increase in the employee's hourly rate, or an increase in employment status and/or weekly hours.

#### Permanent Vacancy

20.65 A permanent vacancy to be posted occurs when:

- a) an employee is appointed to another position; or
- b) an employee is discharged or demoted from a position; or
- c) an employee dies, resigns or retires from a position; or
- d) there is a newly created position within the scope of this Agreement.

Notwithstanding the above, the Board has the right to determine whether to fill a vacancy or to amend a position before proceeding to fill it as a vacancy. The Board will notify the Bargaining Unit President in writing, if it decides not to post or to amend the position.

20.66 The Board shall first proceed to fill a permanent vacancy by reinstatement of the most senior qualified employee in accordance with the provisions of Article 20 (Section B-3).

20.67 If the Board cannot fill a permanent vacancy by reinstatement, the Board will post a notice of the position within ten (10) working days in each work location for five (5) working days.

20.68 In the event the vacancy is not filled as a result of reinstatement, internal posting, or recall, the Board may take steps to fill the position by any other means which may include recruitment from the casual list or external advertisement.

20.69 Where a vacancy is the result of a retirement, the Board may post the position thirty (30) working days prior to the retirement date.

#### Temporary Vacancy

20.70 a) A temporary vacancy for Office, Clerical and Technical employees occurs when an employee is on an approved leave of absence or is to be absent due to illness or accident.

i) When a temporary vacancy of less than six (6) months becomes known, the Board shall fill the absence by temporary appointment of a Bargaining Unit Member in the same location. Preference will be given to the member with the most seniority in the work location with the necessary qualifications and/or skills, and subject to operational requirements. In the event that such a temporary appointment occurs, the resulting vacancy will be filled in accordance with the provisions of Article 27 (Casual Employees). Should no member in the work location accept the temporary vacancy, it shall be filled with a Casual or Long-Term Casual, as the case may be, provided one is available.

ii) When a temporary vacancy of six (6) to twelve (12) months becomes known, the Board shall fill the absence by temporary appointment of a Bargaining Unit Member in same work location. Preference shall be given to the member with the most seniority in

the work location, with the necessary qualifications and/or skills, subject to operational requirements. The resulting vacancy shall be posted for one round as a temporary vacancy. Should no member in the bargaining unit be appointed to the temporary vacancy, it shall be filled with the use of a Casual or Long-term Casual, as the case may be, provided one is available.

iii) The Board reserves the right to determine by means of testing that an employee has the necessary qualifications and/or skills.

iv) When a member agrees to perform the work outside the member's regular job classification, the member shall receive, from the first day in the position, the rate of the job classification of the absent member or the member's own regular job rate, whichever is greater.

c) Temporary vacancies which are known in advance, to be in excess of twelve (12) months will be filled as follows:

i) reinstatement in seniority order in accordance with Article 20 (Section B-3); then

ii) by posting in accordance with the provisions of this Article. There shall be one round of posting; then

(A regular Bargaining Unit member appointed to the temporary position shall return to the position held immediately prior to the appointment upon the return of the incumbent. If the position no longer exists, the member shall exercise displacement rights under Article 20 (Section B-1).

iii) by recall in seniority order in accordance with Article 20 (Section B-2); then

iv) by external posting or recruitment from the casual list.

e) Should a member fill a temporary vacancy and then post into that vacancy with no break in service, the member's salary will be commensurate with time already worked in that position.

## **ARTICLE 21            TRANSFERS**

21.1 A "transfer" shall mean the relocation of an employee from the work location in which the employee currently works to another work location.

21.2 The normal movement of employees via the Board Staffing Process or the movement of employees in accordance with Article 20 (Staffing) of this Collective Agreement shall not be considered to be a transfer for the purpose of this Article.

Employee Initiated Transfers

- 21.3 In the event that compelling circumstances exist, employee(s) may request a transfer to a different work location by applying to the Manager of Human Resources. Such application shall be in writing with a copy to the Bargaining Unit President and shall provide a brief summary of the reason for the request. The employee may request the assistance of a Union/Bargaining Unit representative in discussions regarding the transfer request. The transfer shall be granted only with the mutual agreement of the Board and the Bargaining Unit. Such request shall not unreasonably be denied.
- 21.4 Relocation costs arising from employee initiated transfers shall be at the employee's expense.

Board Initiated Transfers

- 21.5 If it becomes necessary for the Board to transfer an employee for a valid reason, the Board will endeavour to place the transferee in a position which is mutually acceptable to the Board, the employee and the Bargaining Unit.

Reassignment of an employee during the school year as a result of the movement of a special education student or students shall be considered a valid reason for the purpose of this clause. The employee(s) reassigned shall be the most junior in the work location except in extenuating circumstances when the staffing need cannot be met without the transfer of a more senior employee. Nothing in this Article prevents a more senior employee in the work location from volunteering to move with a student to a new location.

- 21.6 In the event of a Board initiated transfer, the following procedures shall apply:
- a) No employee shall be transferred to another geographic area without the employee's written consent;
  - b) The transfer will be discussed with the Union and the employee. The employee shall be advised of the right to seek advice and assistance of a Union/Bargaining Unit representative. The employee shall be advised of the transfer at least five (5) working days in advance of the transfer;
  - c) The employee shall be transferred to a position in the same job classification (equivalent hours/same employment status) unless otherwise agreed by the Board, the employee and the Bargaining Unit.
  - d) In the event that a member agrees to a transfer to another geographic area and the member relocates the member's household from its previous geographic area to a different geographic area closer to the new work location, moving and relocation expense will be reimbursed by the Board at the rate of fifty (50%) percent of the actual cost of moving the member's household goods to a maximum of \$1,000

based on original receipts submitted to the Board. Payment shall be made no later than thirty (30) school days after submission of receipts. "School days" shall be defined as those days on the official Algoma District School Board school year calendar for which teachers are required to report for work.

## **ARTICLE 22 LEAVES OF ABSENCE**

### **22.1 General**

Leave requests are to be made in writing, on the Board's Leave of Absence form, to the Manager of Human Resources, through the employee's immediate supervisor, at least two (2) weeks in advance of the requested date of leave, whenever possible. In cases of Bereavement Leave (Compassionate Leave – Type 1) or Family Care Leave (Compassionate Leave – Type 2), a telephone call confirmed later in writing will be acceptable. All efforts will be made by the Board to replace the absent member for the duration of any Leave.

### **22.2 Bereavement Leave (Compassionate Leave – Type 1)**

Bereavement Leave shall be granted upon application to the Manager of Human Resources without loss of pay or sick leave credits as follows:

- a) Up to five (5) days for the funeral of a Member's father, mother, brother, sister, child, spouse, common law or same sex partner, guardian, father-in-law, mother-in-law.
- b) Up to three (3) days for the funeral of a Member's fiancé/fiancée, grandparent (of member or spouse), brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild.

### **22.3 Family Care Leave (Compassionate Leave – Type 2)**

- a) Family care leave to a maximum of five (5) working days per work year will be provided without loss of pay or sick leave credits for the severe illness, surgery or necessary care of the employee's father, mother, brother, sister, child, spouse, common law or same sex partner, grandchild or guardian. Upon request, the employee shall submit to the Board a doctor's certificate verifying the severity of the illness.
- b) Family care level beyond five (5) working days may be granted in accordance with the Short-Term Leave provisions.

### **22.4 Quarantine**

On application to the Manager of Human Resources, a member will be granted a leave of absence with pay and without loss of sick leave as a result of being quarantined or

otherwise prevented by order of the Medical Officer of Health from attending his/her duties.

The onus will be on the member to provide appropriate documentation (Medical Officer of Health Certificate) to the Board as soon as practicably possible.

#### 22.5 Personal Leave

- a) Employees may be granted one (1) day's personal leave per work year without loss of pay or sick leave credits. The purpose of such leave is to attend to matters of personal importance which, in the judgement of the Member, cannot be attended to in any other way. Such request may not be unreasonably denied.
- b) Personal Leave shall not be granted to extend a Recognized Holiday or vacation period. In exceptional circumstances, the Manager of Human Resources may waive this restriction.

#### 22.6 Jury or Witness Duty

- a) An employee who is required to serve as a juror or subpoenaed as a witness in a proceeding to which the employee is not a party, shall be granted a leave of absence without loss of pay or sick leave credits.
- b) An employee subpoenaed to appear as a witness in a proceeding to which the employee is a party to the action will be granted a leave of absence without pay.
- c) An employee who is charged with an offence which arises from the employment relationship with the Board may be granted leave without loss of pay or sick leave credits when subpoenaed to attend court.
- d) All pay excluding travel, meal and accommodation expenses received from the court for such appearances shall be remitted to the Board.
- e) Time served shall be deemed time worked for the purpose of entitlements under this Collective Agreement.

#### 22.7 Short-Term Leave Without Pay

The Board may grant a leave of absence without pay to an employee for up to a maximum of twenty (20) working days to attend to matters of personal business which cannot be addressed in any other way. The Board shall continue to pay its share of benefit costs with no loss of seniority.

#### 22.8 Extended Leave of Absence Without Pay



- a) The Board may grant an employee a leave of absence without pay for a period of up to one (1) year in accordance with the provisions of this Article. Requests for such leave shall be submitted in writing to the Manager of Human Resources via the immediate supervisor at least one month in advance of the employee's last day of scheduled work. All requests for leave shall contain the reasons for the request.
- b) An extension of up to one (1) year may be granted by the Board upon written request of the employee received not less than six (6) weeks prior to the end of the original leave. Except in exceptional circumstances and as agreed by the Board and the Bargaining Unit, any leave without pay shall not exceed two (2) years.
- c) The employee shall not accumulate sick leave, nor service credit for increment of vacation entitlement during the period of the leave. These entitlements shall be maintained at the levels accrued to the employee as of the working day immediately prior to the commencement of the leave.
- d) If the employee has benefit coverage, the employee may elect in writing to continue benefit coverage. LTD coverage will not be available to the employee during the period of the leave. The employee shall pay 100% of the premium costs monthly through direct debit to the employee's bank account.
- e) At the end of the leave period, the employee shall be required to report for work on the first scheduled work day following the leave period. The employee will return to the same position held by the employee immediately prior to the commencement of the leave of absence, if it still exists, provided the employee has not been displaced in accordance with the provisions of Article 20 (Staffing). If the position no longer exists or if the employee has been displaced, the employee may exercise seniority rights in accordance with the provisions of Article 20 (Staffing).
- f) If an employee applies for a position which commences prior to the termination of the leave and is appointed to the position, the employee will be required to terminate the leave and return to work in the new position.
- g) Requests to return to work before the leave has expired must be submitted in writing to the Manager of Human Resources at least one month before the requested return to work date. Such requests shall not be unreasonably denied.

## 22.9 Political Leave

- a) A Member who has completed their probationary period shall be granted, twice in their career with the Board, an unpaid leave of absence for up to twenty-five (25) school days in order to be a candidate for federal or provincial Member of Parliament. The Member shall be required to request such leave, in writing, at least one calendar month in advance of the commencement date of the requested leave.

- b) Employees elected or appointed as a Federal or Provincial Member of Parliament or as a full-time Mayor of a Municipality, shall be granted unpaid leave of absence for a maximum of two terms of office, in their career with the Board. It is understood that such terms of office may or may not be consecutive.
- c) A member on Leave under this Article shall accumulate Seniority for a maximum of two years in accordance with the provisions of the Seniority Article.
- d) While a Member is on Leave under this Article, no additional experience shall be granted or accumulated. Leave granted under this Article shall not count as experience for salary purposes, result in accumulation of sick leave, nor be counted or included in the calculation of Retirement Gratuity if the Member is eligible for a Retirement Gratuity.
- e) A member granted Leave under this Article may continue, with the exception of Long Term Disability, benefits coverage, under the Board's Benefits Plans, for a period of up to two years. Continuation of such coverage shall be at no cost to the Board, by Member payment of the cost of Benefit premiums. A Member who has not made payment or who has not made arrangements satisfactory to the Board for payment of premiums prior to the commencement of the Leave, will have his/her Benefits coverage terminated for the period of the Leave.
- f) Should the Member not be re-elected, or choose not to seek re-election at the end of the first or second term, the Leave shall extend to the start of the earliest natural break in the school year. It is understood and agreed that a Member re-elected or appointed to a third term will be deemed to have resigned from the Board.
- g) Members returning from Leave shall be on the staffing complement of the school to which they were previously assigned. In the event that the Member is entitled to a position and no permanent position is available, the procedures of the Staffing Article will be in effect.

22.12 Post-Secondary Graduation Leave

On application to the Manager of Human Resources, post-secondary graduation leave will be granted to a Member with no loss of pay to attend the Member's convocation from a certified and recognized post-secondary institution. Such Leave shall be for the day of the graduation only and shall be limited to one day.

**ARTICLE 23 PREGNANCY AND PARENTAL LEAVE**

**Statutory Pregnancy/Parental Leave**

- 23.1 a) In accordance with the *Employment Standards Act*, an employee is entitled to a period of unpaid Pregnancy Leave of up to seventeen (17) weeks.

- b) (i) In accordance with the *Employment Standards Act*, an employee is entitled to a period of unpaid Parental Leave of up to eighteen (18) weeks to care for a newborn or for a newly adopted child.
  - (ii) Notwithstanding Article 23.1(b)(i) above, the period of unpaid Parental Leave for an employee who takes Pregnancy Leave is thirty-five (35) weeks and the period of unpaid Parental Leave for an employee who does not take Pregnancy Leave is thirty-seven (37) weeks of the child was born or came into the employee's custody, care and control for the first time on or after December 31, 2000.
- 23.2 An employee who intends to take a Pregnancy and/or Parental Leave shall notify the Employer, in writing, at least two (2) weeks in advance of the start of the leave. Such notice shall contain the dates on which the employee intends to commence and end the leave.
- 23.3
- a) For Pregnancy Leave the actual dates may be altered for medical reasons. Written notice shall be provided to the Employer within two (2) weeks of stopping work in the case of medical emergencies.
  - b) For Parental Leave for the purpose of adoption, these dates may be altered depending on the date on which the child becomes available. Written notice shall be provided to the Employer within two (2) weeks of stopping work when a child comes into custody sooner than expected.
  - c) An employee who has given notice to begin Pregnancy and/or Parental Leave may change the notice:
    - i) to an earlier date, if the employee gives the Employer at least two (2) weeks written notice before the earlier commencement date; or
    - ii) to a later commencement date if the employee gives the Employer at least two (2) weeks written notice before the date the original leave was to begin.
  - d) An employee who has given notice of the dates for Pregnancy and/or Parental Leave may change the date of return:
    - i) to an earlier date if the employee gives the Employer at least four (4) weeks written notice in advance of the earlier date; or
    - ii) to a later date if the employee gives the Employer at least four (4) weeks written notice in advance of the originally scheduled return date.
- 23.4 During the period of the statutory Pregnancy/Parental Leave, the employee shall continue to accumulate sick leave credits and service credits for the purposes of vacation entitlement and salary increment. The Employer shall continue to pay its share of

contributions to pension and applicable benefit plans, unless the employee elects in writing not to pay the employee's share.

- 23.5 At the end of the leave period, the employee will return to the same position held by the employee immediately prior to the commencement of the leave of absence if it still exists, provided that the employee has not been displaced in accordance with Article 20 (Staffing). If the position no longer exists or if the employee has been displaced, the employee may exercise seniority rights in accordance with the provisions of Article 20 (Staffing).

#### **Extended Parental Leave**

- 23.6 At the written request of the employee at least four (4) weeks in advance of the employee's anticipated date of return from Parental Leave, the Board may grant an additional period of unpaid Extended Parental Leave, provided that the extended leave immediately follows the statutory leave. The total period of Pregnancy/Parental Leave (inclusive of the statutory leave period) shall not exceed two (2) years.
- 23.7 An employee shall not accumulate sick leave credits nor service credits for the purposes of vacation entitlement or salary increment during the extended leave period. These entitlements shall be maintained at the levels accrued to the employee as of the last day of the statutory Parental Leave.
- 23.8 If the employee has benefit coverage, the employee may elect in writing to continue benefit coverage. LTD coverage will not be available to the employee during the period of the leave. The employee shall pay 100% of the premium costs monthly through direct debit to the employee's bank account.
- 23.9 At the end of the leave period, the employee will return to the same position held by the employee immediately prior to the commencement of the leave of absence if it still exists, provided that the employee has not been displaced in accordance with the provisions of Article 20 (Staffing).

If the position no longer exists or if the employee has been displaced, the employee may exercise seniority rights in accordance with the provisions of Article 20 (Staffing).

#### **Short-Term Parental Leave**

- 23.10 On application to the Manager of Human Resources, a Member shall be entitled to a leave of absence for up to two (2) days without loss of salary or accumulated sick leave to attend to the responsibilities related to the birth or adoption of the Member's child.

#### **SEB Plan-Supplementary Employment Benefit**

- 23.11 The Board shall provide for Members on Pregnancy Leave a Supplemental Unemployment Benefit Plan subject to approval by the Human Resources Canada and subject to the Regulations established by same and as follows:

The Board shall provide for bargaining unit members on maternity leave a supplementary employment insurance benefits plan providing for payment of 75% of normal weekly earnings (as of the start of the maternity leave) for the two week waiting period for E.I. benefits. No such supplementary payment shall be paid for any two week mandatory waiting period which occurs outside the Member's work year.

To be granted to a Sub Benefit, Members must make written application to the Board, prior to the expiry of the period of Employment Insurance Commission Benefit, outlining the commencement date of the waiting period and the weekly amount of Employment Insurance Benefit payable.

## **ARTICLE 24            UNION LEAVES**

### **Short-Term Union Leaves**

#### 24.1    General

- a) The Bargaining Unit shall submit requests for Short-Term Union Leaves in writing on the appropriate leave form. Such application shall be submitted to the Manager of Human Resources with a copy to the employee's immediate supervisor.
- b) Based on the employee's regularly scheduled hours of work, time taken shall be counted as either a half or full day.
- c) For the purposes of Articles 24.2, 24.3 and 24.4, school year shall be defined as September 1 to August 31.

#### 24.2    General Short-Term Leaves

- a) The Board may grant requests for Short-Term Union Leaves with pay for employees to attend Union sponsored workshops, conferences, seminars or meetings. Such leaves shall be limited to a maximum of five (5) days per school year per employee. Such leave shall be requested by the Bargaining Unit President or OSSTF Provincial Office in advance of the leave. The Board reserves the right to limit the number of leaves granted for the same day in any one job classification at any one individual work site or department.
- b) The Union/Bargaining Unit shall reimburse the Board at replacement cost according to Article 11.4 (c).

#### 24.3    Executive Leave

- a) The Board shall grant requests for Short-Term Executive Leaves with pay for members of the Bargaining Unit Executive and members appointed to Provincial Committees to attend to Union/Bargaining Unit business to a maximum of twenty (20) days each per school year. Such leave shall be requested by the Bargaining Unit President or OSSTF Provincial Office at least one (1) week in advance of the date of the leave. The Board reserves the right to limit the number of leaves granted for the same day in any one job classification at any one individual work site or department.
- b) The Bargaining Unit shall advise the Board each September of the names of those members of the Executive and those members appointed to Provincial Committees who are eligible for leave for Union business.
- c) The Union/Bargaining Unit shall reimburse the Board at replacement cost according to Article 11.4 (c).

24.4 Notwithstanding the individual limits set out in Articles 24.2 and 24.3 above, the combined total of all General Short-Term and Executive Leaves shall not exceed sixty (60) days per school year.

24.5 Board Initiated Meetings

When Union representatives are requested by the Board to leave their job duties temporarily in order to attend scheduled meetings with Board representatives, during regular working hours, those employees shall be released from regular duties to attend the meeting without loss of salary or benefits.

24.6 Negotiations Leave

- a) The Board shall grant requests for leave during an employee's regular working hours for up to five (5) Bargaining Unit members of the Bargaining Unit Negotiating Team to attend meetings with the Board for the purpose of negotiating a collective agreement.
- b) The Board and the Bargaining Unit shall notify each other of the names of those members of the Negotiating Team at least ten (10) work days prior to the date of the first meeting of the parties.
- c) Leave shall be requested at least two (2) weeks in advance of the date of the leave. This notice period shall be waived in the event meetings are scheduled with less than two (2) weeks notice.
- d) The Board will be responsible for up to a maximum of twenty (20) days paid leave for the Union to attend collective bargaining sessions with the Board. The Bargaining Unit shall reimburse the Board 100% of the replacement costs incurred for collective bargaining leave beyond the twenty (20) days paid for by the Board.

## **Long-Term Union Leaves**

### **24.7 General**

- a) The leave request shall be directed in writing to the Manager of Human Resources not less than eight (8) weeks in advance of the commencement of the requested leave.
- b) Only employees who have completed the probationary period shall qualify for Long-Term Union Leave.
- c) At the end of the Long-Term leave period the employee shall be required to report for work on the first scheduled work day following the leave period. The employee will return to the same position held by the employee immediately prior to the commencement of the leave of absence, if it still exists, provided the employee has not been displaced in accordance with the provisions of Article 20 (Staffing). If the position no longer exists or if the employee has been displaced, the employee may exercise seniority rights in accordance with the provisions of Article 20 (Staffing).
- d) Long-Term Union Leaves may be renewed for the same term as the original leave as required.

### **24.8 Local Union Leave**

- a) The Board shall grant a Bargaining Unit member elected or appointed to a Union position in the Bargaining Unit or District, a half-time or a full-time leave of absence with pay for a period of not less than sixty (60) consecutive work days and up to two (2) consecutive work years.
- b) Each Leave shall be for a term of up to two (2) school years and may be renewed for the same term as required.
- c) The Bargaining Unit or the Union shall reimburse the Board for such leave for 100% of the employee's pay and benefits for the duration of the leave.
- d) For an employee entitled to vacation with pay in accordance with Article 19 (Vacation), the Bargaining Unit shall reimburse the Board for the unused portion of the employee's annual vacation entitlement at the employee's daily rate of pay. Where the leave is for less than a full work year, the vacation entitlement to be taken or reimbursed shall be prorated. At the end of the leave, the Bargaining Unit shall advise the Board whether the employee has any unused annual vacation for reimbursement purposes.
- e) The Bargaining Unit shall reimburse the Board for any unused portion of the employee's unused sick leave entitlement to be credited to the employee's sick

leave account. Where the leave is for less than a full work year, the sick leave entitlement to be taken or reimbursed shall be prorated. At the end of the leave period, the Bargaining Unit shall advise the Board whether the Union will be purchasing any unused sick leave credits.

#### 24.9 Provincial Union Leave

- a) The Board shall grant a Bargaining Unit member elected or appointed to a Union position at OSSTF Provincial Office, a full-time leave of absence with or without pay for a period of up to two (2) years.
- b) In the event of a leave with pay, OSSTF shall reimburse the Board for such leave for 100% of the employee's pay and benefits for the duration of the leave.
- c) For an employee entitled to vacation with pay in accordance with Article 19 (Vacation), OSSTF shall reimburse the Board for the unused portion of the employee's annual vacation entitlement at the employee's daily rate of pay. Where the leave is for less than a full work year, the vacation entitlement to be taken or reimbursed shall be prorated. At the end of the leave, the OSSTF shall advise the Board whether the employee has any unused annual vacation for reimbursement purposes.
- d) OSSTF shall reimburse the Board for any unused portion of the employee's unused sick leave entitlement to be credited to the employee's sick leave account. Where the leave is for less than a full work year, the sick leave entitlement to be taken or reimbursed shall be prorated. At the end of the leave period, OSSTF shall advise the Board whether the union will be purchasing any unused sick leave credits.
- e) The Union shall be responsible for any WSIB costs related to injuries which occur during the period of the leave.

### **ARTICLE 25 EMPLOYEES ON LONG TERM DISABILITY**

- 25.1 An employee who has been on LTD and absent from work for less than twenty-four (24) consecutive months will return to the same position held by the employee immediately prior to the commencement of the LTD period, if the position still exists, provided the employee has not been displaced in accordance with the provisions of Article 20 (Staffing) and is capable of performing the essential duties of the job as certified by a qualified medical practitioner. If the position no longer exists or if the employee has been displaced, the employee may exercise seniority rights in accordance with the provisions of Article 20 (Staffing).
- 25.2 An employee who has been on LTD and absent from work for more than twenty-four (24) consecutive months or who is unable to perform the essential duties of the previous



position may exercise seniority rights in accordance with the provisions of Article 20 (Staffing), provided that the employee is capable of performing the essential duties of the job as certified by a qualified medical practitioner. Every effort shall be made by the parties to accommodate the employee's return to work and to place the employee within the employee's previous geographic area.

- 25.3 The parties agree that an employee who is absent from duty because of illness and whose sick leave credits have expired or who is receiving LTD payments shall be entitled to retain benefit coverage, subject to insurance carrier approval, until such time as the employee is eligible to retire on an unreduced pension. The employee shall pay 100% of the premium costs monthly through direct debit to the employee's bank account.

## **ARTICLE 26 EMPLOYEES ON WSIB**

- 26.1 An employee, who is absent because of an occupational disease or a work related injury and who has submitted a WSIB claim, shall continue to receive regular pay until the claim is approved by WSIB and the time paid shall be deducted from the employee's sick leave credit bank. The amount of regular pay shall be limited to the total of the employee's accumulated sick leave credits.

Upon confirmation of approval of the employee's claim by WSIB, regular pay shall cease and WSIB benefits shall commence. Once the claim is approved by WSIB the Board shall perform the necessary paper work to generate credits back to the employee's sick leave credit bank. Because WSIB payments do not equate to the regular pay received by the employee during the waiting period, sick leave will be refunded to the employee's sick leave credit bank on a prorated basis.

In the event that the employee is paid by WSIB for the waiting period for which the employee received regular pay from the employee's sick leave bank, the employee shall reimburse the Board forthwith.

- 26.2 An employee who has been on WSIB and absent from work for less than twenty-four (24) consecutive months will return to the same position held by the employee immediately prior to the commencement of the WSIB period, if the position still exists, provided the employee has not been displaced in accordance with the provisions of Article 20 (Staffing) and is capable of performing the essential duties of the job as certified by a qualified medical practitioner. If the position no longer exists or if the employee has been displaced, the employee may exercise seniority rights in accordance with the provisions of Article 20 (Staffing).
- 26.3 An employee who has been on WSIB and absent from work for more than twenty-four (24) consecutive months or who is unable to perform the essential duties of the previous position may exercise seniority rights in accordance with the provisions of Article 20 (Staffing), provided that the employee is capable of performing the essential duties of the job as certified by a qualified medical practitioner. Every effort shall be made by the

parties to accommodate the employee's return to work and to place the employee within the employee's previous geographic area.

- 26.4 The Board will continue its contributions to employee benefit plans in which the employee is enrolled in accordance with WSIB legislation.

## **ARTICLE 27 CASUAL EMPLOYEES**

- 27.1 "Casual Employee" shall mean an employee who is on the Board's casual list and who is employed in a Casual or Long-Term Casual situation in accordance with the terms of this Collective Agreement. A Casual employee may work full or part-time hours.

- 27.2 A "temporary employee"

(a) shall have his/her employment terminated at the expiration of the period of employment without having established any seniority; or

(b) if, the employee had previously been an employee of the Board, shall return to his/her original position upon the completion of the term of the temporary position

If the temporary position becomes permanent and the employee who had previously held the position on a temporary basis posts into it with no break in service, his/her seniority and position on the pay grid will reflect the time spent in the temporary position.

- 27.3 A Casual employee may be employed from time to time as:

- a) a temporary vacancy (as per Article 20.70) that is known to be less than three (3) months shall be first offered in order of seniority to the most qualified regular bargaining unit employee within the work location. Any resulting vacancy will be filled by a casual employee.
- b) A temporary vacancy that is known to be greater than three (3) months to a maximum of one (1) year shall be first offered in order of seniority to the most qualified regular bargaining unit employee within the work location.
- c) A subsequent vacancy will be posted and filled by the most qualified regular bargaining unit employee in order of seniority. The resulting vacancy will be filled by a casual employee.
- d) If there are no qualified regular Bargaining Unit employees in the work location, the vacancy will be posted as a temporary job opportunity. A subsequent vacancy will be posted as a temporary job opportunity. A subsequent vacancy will be filled by a qualified casual employee.

- e) Upon completion of the Temporary Job Opportunity the employee shall return to his/her original position.
- f) The Bargaining Unit President will be notified of a temporary vacancy under Article 27.

27.4 Long-Term Casual

A Casual employee who temporarily replaces a Regular Bargaining Unit employee, in a single assignment of greater than sixty (60) consecutive working days up to a maximum period of twelve (12) months, shall be deemed to be a “Long-Term Casual” (LTC) and as such shall be entitled to the following after the completion of the sixty (60) consecutive working days:

- a) Statutory Pregnancy and Parental Leave (Article 23.1 to 23.5); and
- b) Bereavement Leave (Compassionate Leave – Type 1), Family Care Leave (Compassionate Leave – Type 2) and Quarantine (Article 22); and Jury Duty (Article 22.6).
- c) two (2) days sick leave per month worked. Sick leave shall not accumulate from one Long-Term Casual assignment to another; and
- d) access to the benefit plan contained in this Collective Agreement provided the employee meets the criteria outline in Article 15 (Benefits) and provided that the employee pays 100% of the premium costs monthly through direct debit to the employee’s bank account.

For the purposes of this Collective Agreement the Long-Term Casual shall be deemed to be a Casual employee, in all other respects.

- 27.5 The Board may employ Casual employees, provided that time worked by a Casual employee shall not lessen the regularly assigned work week of regular full or part-time Bargaining Unit employees in the same job classification and work site;
- 27.6 Casual employees shall be paid four percent (4%) vacation pay on each pay cheque.
- 27.7 Casual employees shall be entitled to payment on statutory holidays in accordance with the *Employment Standards Act*.
- 27.8 If a casual employee who is filling a position is appointed into a vacancy in that position, the employee’s salary will be commensurate with time already worked as a casual employee in that position. Time worked by a Casual employee shall not apply towards any probationary period.

- 27.9 Employees laid off from Regular Bargaining Unit positions shall be given the opportunity to be placed on the casual list in accordance with Article 20 (Staffing).
- 27.10 Casual employees shall be required to indicate to the Board, in writing, the geographic area(s) in which they are available to work.
- 27.11 The rights and privileges of Casual employees for the purposes of this Collective Agreement are exclusively limited to the following Articles:

Article 1- Purpose  
Article 2- Recognition  
Article 3- Definitions  
Article 4- Management Rights (Article 4.1 (a) to (c))  
Article 5- Union Security  
Article 6- Union Dues  
Article 7- Union Rights  
Article 11- Salary Schedules  
Article 12- Working Conditions (except Article 12.9)  
Article 23- Pregnancy/Parental Leave (Articles 23.1 – 23.5)  
Article 26- Employees on WSIB  
Article 28- Grievance/Arbitration Procedure  
Article 29- No Strike or Lockout  
Article 30- Term of Agreement

Notwithstanding the above, Long-Term Casuals shall have those additional entitlements described in Article 27.3.

## **ARTICLE 28 GRIEVANCE/ARBITRATION PROCEDURE**

### **Definitions and General Provisions**

- 28.1 a) A “grievance” shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable.
- b) For the purposes of this Article, a “party” shall be defined as:
- i) the Bargaining Unit/Union;
  - ii) the Board.
- g) “Days” shall mean regular work days (Monday to Friday, exclusive of paid holidays). Timelines for grievances and arbitrations shall be suspended during the period of school breaks (such as Christmas, March and Summer Breaks) as designated in the school year calendar for Teachers by the Algoma District School Board.

- h) "Grievance Committee" shall refer to:
  - i) In the case of the Board, this committee may include up to three (3) members of the Administration and/or Trustees;
  - ii) In the case of the Bargaining Unit, this committee may include up to three (3) OSSTF members authorized to act on its behalf. Should the meeting be scheduled during the work day, Bargaining Unit members shall be released from regular duties to attend the meeting without loss of salary or benefits, and the Union shall reimburse the Board for the actual replacement costs of two (2) Committee Members.
  - iii) Additional resource people may be included by mutual consent. The cost of the resource people shall be borne by the party making the request.
- i) "Meeting" shall include participation by teleconference for the purposes of administering this Article.

28.2 Timelines may be extended if mutually agreed upon, in writing.

28.3 A grievance regarding the dismissal of an employee may be initiated at Step 2 of the Individual Grievance procedure.

### **Grievance Procedure - Individual**

#### Informal Stage

28.4 A member may initiate a complaint with the immediate supervisor within twenty (20) days of the date of the alleged contravention. The member may have Bargaining Unit representation at said meeting, should the member so desire. The immediate supervisor shall respond within ten (10) days of the receipt of the complaint.

28.5 In the case of a grievance by the Bargaining Unit on behalf of one of its members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

#### Step 1

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within twenty (20) days the Bargaining Unit may initiate a written grievance with the Manager of Human Resources.

The grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) the signature of the duly authorized official of the Bargaining Unit.

A joint meeting of each party's Grievance Committee may be convened by the mutual consent of the parties to discuss the grievance and attempt to resolve the issue.

The Manager of Human Resources or designate shall answer the grievance in writing within ten (10) days after receipt of the grievance or within fifteen (15) days if a meeting is held.

#### Step 2

If the reply of the Manager of Human Resources or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written grievance within twenty-five (25) days to the Director of Education or designate. A copy of same will be provided to the Manager of Human Resources.

A joint meeting of each party's Grievance Committee will be convened, if a meeting was not held at Step 1, to discuss the grievance and attempt to resolve this issue.

The Director or designate shall answer the grievance in writing within twenty (20) days after receipt of the grievance or within twenty-five (25) days if a meeting is held.

#### Step 3

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within thirty (30) days of the receipt of the reply.

### **Grievance Procedure – Party**

- 28.6 In the case of all other grievances by a party, including policy and group grievances, the party making the grievance may take the following steps in sequence to resolve the matter.

#### Informal Stage

The party alleging the contravention of the Collective Agreement shall first attempt to resolve the matter through an informal meeting with the Manager of Human Resources or designate or the Bargaining Unit President as the case may be.

#### Step 1

The party making the grievance may make a written grievance to the Director of Education or designate or the President of the Bargaining Unit, as the case may be, within twenty (20) days of the date of the alleged contravention.

The written grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) the signature of the duly authorized official of the party making the grievance.

A joint meeting of each party's Grievance Committee may be convened to discuss the grievance and attempt to resolve the issue.

The Director or designate or the President of the Bargaining Unit shall answer the grievance in writing within fifteen (15) days after receipt of the grievance.

#### Step 2

If the reply of the President of the Bargaining Unit or the Director of Education or designate, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty-five (25) days of the receipt of the reply.

#### **Grievance Mediation**

- 28.7
- a) At any time after the receipt of the written grievance, 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. The fees and expenses of the Grievance Mediator shall be shared equally by the parties.
  - b) The Grievance Mediator shall not add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.
  - c) Each party shall pay the wages and expenses, as well as related costs of their respective attendees, advisors and witnesses.
  - d) The progression of the grievance through the timelines 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 that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they are frozen.

#### **Arbitration**

- 28.8 The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator.
- 28.9 Upon the written request of either party, the grievance shall be submitted to an Arbitration Board. The written request shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within twenty (20) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.
- 28.10 The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be binding upon the parties and the employee.
- 28.11 The decision of the majority of an Arbitration Board is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chairperson governs.
- 28.12 The Arbitrator or Arbitration Board, as the case may be, shall not add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.
- 28.13 The fees for a single Arbitrator or for a Chairperson of a Board of Arbitration shall be shared equally by the parties. Each party shall pay the costs of its nominee to a Board of Arbitration.

## **ARTICLE 29 CRIMINAL BACKGROUND CHECK**

- 29.1 The Board will ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act are stored in a secure location and in a completely confidential manner. Access to such records and information will be strictly limited to the members of Senior Administration, The Manager of Human Resources, and no more that two delegates of the Superintendent, as long as they are not members of the bargaining unit. Individual member or a designate shall have access to his/her own records.

## **ARTICLE 30 LABOUR MANAGEMENT COMMITTEE**



- 30.1 The parties agree that the establishment of a Labour Management Committee provides mutual benefit to both the Union and the Employer in maintaining a sound communicative and co-operative relationship. The committee shall be comprised as follows:
- 30.2 There shall be a Labour Management Committee consisting of three (3) members appointed by the Employer and three (3) members appointed by the Bargaining Unit.
- 30.3 The committee shall meet semi-annually or as required by the Bargaining Unit Executive or by the Employer to discuss matters of common concern. A meeting shall be held as expeditiously as possible as mutually agreed between the parties, but not later than fifteen (15) days after receipt of a request by either party, or as otherwise mutually agreed.
- 30.4 The 2 semi-annual meetings will be held during working hours. The Board and the Bargaining Unit may agree to video or teleconference any additional meetings depending on agenda items proposed.

**ARTICLE 31 OCCUPATIONAL HEALTH AND SAFETY**

- 31.1 The Board, the Union and its members will comply with the provisions of the Occupational Health and Safety Act and Regulations as may be amended from time to time.
- 31.2 The Bargaining Unit's representative to the Joint Health and Safety Committee shall be reimbursed by the Employer for any approved expenses incurred while performing their duties.
- 31.3 Any employee covered by this Collective Agreement who represents workers on the Joint Health and Safety Committee shall be eligible to participate in approved certification training programs. The Employer shall provide paid time off for the representative to participate in this approved training program with no loss of salary and benefits. The Employer shall pay the costs of the registration, materials for the training program.
- 31.4 Where an employee who serves on the Joint Health and Safety Committee must be absent from work to attend Joint Health and Safety Committee meetings, a replacement will be provided if the Board determines that it is necessary and if a casual employee is available.

**ARTICLE 32 MEDICATION AND MEDICAL PROCEDURES**

- 32.1 Employees shall perform their duties in this respect only under the board policy.
- 32.2 The Board will arrange for training by the appropriate professional when necessary to assist with the employee's duties and job description.

**ARTICLE 33 NO STRIKE OR LOCKOUT**

- 33.1 There shall be no strike or lockout during the term of this Agreement. The terms, "strike" and "lockout" shall be defined as by the *Ontario Labour Relations Act*.

**ARTICLE 34            INCLEMENT WEATHER**

34.1 In the event of severe weather conditions which result in the cancellation of buses, members will be expected to make a reasonable effort to report to work. If a member in the affected areas of cancellation is unable to report to work because of weather conditions, the member will notify their immediate supervisor as soon as possible. It is expected that the member will continue to make reasonable efforts throughout the day to report to the work site or to a designated alternate work site. There will be no loss of pay or accumulated sick leave provided the member has complied with the requirements of the foregoing.

**ARTICLE 35            MEMBER FUNDED LEAVE**

35.1 The intent of the Member Funded Leave Plan is to provide a mechanism for members who qualify, to take a one school year Leave of Absence which shall be funded by the Member through salary holdback with the Funded Leave taken at the end of the period of salary holdback.

35.2 The member must agree as a condition of the Funded Leave to indemnify the Board and the Bargaining Unit against any and all claims, liabilities or consequences arising out of a Member's participation in this Plan.

35.3 The granting of a Member Funded Leave shall be governed by the following criteria:

- a) A Member funded Leave shall not impede the operation of the member's workplace.
- b) A Member must have worked five (5) consecutive years prior to applying for the leave.
- c) The Member must be unlikely to be declared surplus during the period of the leave.
- d) The Member must make written application to the Manager of Human Resources on or before May 1<sup>st</sup> of any school year, to commence holdback of salary at the start of the next school year.
- e) The Member must declare in his/her application, that the member intends, except by mutual agreement in emergency circumstances, to continue working for the Board to the end of the plan
- f) The Member will work for four (4) years earning eighty (80%) percent of their normal wages and will be on leave for the fifth (5<sup>th</sup>) year earning eighty percent (80%) of their normal wages. A Member may also work for three (3) years earning seventy-five (75%) percent of their normal wages and will be on leave for the fourth (4<sup>th</sup>) year earning seventy-five (75%) percent of their normal wages.
- g) The withheld salary and accrued interest shall be paid to the member at the start of the Member Funded Leave in a one lump sum payment or through the regular Board payroll on the pay dates set out for ESS members. Arrangements for the method of payment shall be made through the payroll department prior to starting the leave.
- h) During the Funded Leave, the Board shall pay its portion of any of the Benefit contributions required on behalf of the member. The member shall pay his/her portion in order to maintain coverage.

- i) Upon return from a Member Funded Leave, the member shall return to the same position held prior to the commencement of the leave, if it still exists, provided the member has not been displaced in accordance with Article 20 (Staffing). If the position no longer exists or if the employee has been displaced, the employee may exercise seniority rights in accordance with the provisions of Article 20.
- j) Withdrawal from the leave plan at any time prior to the commencement of the leave shall require mutual agreement.
- k) Once a member has entered into the member Funded Leave agreement with the Board, no alterations may be made to the plan, except to withdraw entirely from the plan.

**ARTICLE 36 NO DISCRIMINATION**

- 36.1 The Board shall not discriminate against, interfere with, restrict or coerce any member because of the member’s membership in the Union.
- 36.2 The parties agree that there shall be no discrimination against any Member as prohibited by the Ontario Human Rights Code.
- 36.3 The Board shall maintain a policy and procedures for Harassment/Bullying in the workplace, consistent with the principles of the Ontario Human Rights Code.

**ARTICLE 37 NOON HOUR ASSISTANTS**

- 37.1 a) The normal days of work for Noon Hour Assistants will be five (5) days per week, excluding Saturday and Sunday. The normal hours of work will be up to two (2) hours per day.
  - b) A Noon Hour Assistant shall work a minimum of one (1) hour per day.
  - c) In schools with balanced day schedules, Noon Hour Assistants shall work a minimum of one (1) hour at each break period.
- 37.2 Noon Hour Assistants in a regular bargaining unit position in the former North Shore Board of Education as of the date of ratification will be entitled to ten (10) days sick leave per work year, with one (1) day equal to the number of hours worked per day by that employee. Such days shall not be accumulative.
- 37.3 Noon Hour Assistants shall receive vacation pay as follows:
  - Less than 4 years of service – 4%
  - Completed 4 years of service – 6%
- 37.4 Noon Hour Assistants shall attend an orientation meeting with each school Principal or designate during the first week in September to discuss school policies and procedures. Such meeting shall be no less than one half hour and shall be considered time worked.
- 37.5 The rights and privileges of a Noon Hour Assistant for the purposes of this Collective Agreement are exclusively limited to the following Articles:

- Article 1 - Purpose
- Article 2 - Recognition

Article 3 -	Definitions
Article 4 -	Management Rights
Article 5 -	Union Security
Article 6 -	Union Dues
Article 7-	Union Rights
Article 8-	Probationary Period
Article 10-	Seniority
Article 11-	Salary Schedules
Article 12-	Working Conditions (except Article 12.9)
Article 18-	Recognized Holidays
Article 19-	Vacation
Article 22-	Leaves of Absence
22.2	Bereavement Leave
22.3	Family Care Leave
22.4	Quarantine
22.5	Personal
22.6	Jury or Witness Duty
22.7	Short-Term Leave Without Pay
22.8	Extended Leave of Absence Without Pay
22.9	Political
Article 23-	Pregnancy/Parental Leave (Article 23.1 to 23.5)
Article 24-	Union Leaves (Article 24.1)
Article 26-	Employees on WSIB
Article 28-	Grievance/Arbitration Procedure
Article 29-	No Strike or Lockout
Article 30-	Term of Agreement

**ARTICLE 38            TERM OF AGREEMENT**

- 38.1 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) calendar 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*.
- 38.2 If either party gives notice of its desire to negotiate amendments in accordance with Article 38.1, the parties shall meet within fifteen (15) calendar days, or within such further period as the parties may agree upon, from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.
- 38.3 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respect bargaining procedures.

38.4 Except as otherwise specified herein, all terms and provisions of this Agreement shall be effective as of the date of ratification.

Signed at Sault Ste. Marie, Ontario this // day of Dec 2008.

For the Board:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For OSSTF:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

## APPENDIX A

### **Non-Taxable Long-Term Disability Plan for Part-Time Employees**

Regular Bargaining Unit employees who work fifteen (15) hours per week or more and less than thirty-five (35) hours per week may access the non-taxable LTD plan provided that they pay 100% of the premium cost. The parties agree that 55% of eligible Bargaining Unit employees must enrol in the non-taxable plan for Sun Life to underwrite the plan. The parties agree that the continued participation in the LTD plan is mandatory. The parties further agree that participation is mandatory for all eligible employees hired subsequent to June 30, 2001. Insurability and eligibility to receive this benefit will be determined by the carrier. The parties agree that the Board is not responsible in the event that the insurer determines an employee is ineligible for Long-Term Disability. The plan includes the following:

- Benefit amount of 70% of gross monthly earnings with a maximum monthly benefit of \$3,000
- Board owned and administered plan
- availability of benefit subject to insurance carrier approval and not the responsibility of the Board
- elimination period for LTD benefits of one hundred and eighty (180) calendar days
- benefit termination age 65
- definition of disability: 12 month review
- COLA 0%

This Appendix is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #1

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

The Board and OSSTF agree that either the parties cooperate in tendering the benefit plan prior to September 2002 or the OSSTF and the ESS Bargaining Unit shall have the right, with six (6) months notice, to withdraw from the Board's benefit plans.

In the event that the OSSTF and the Bargaining Unit exercise the right to withdraw the annual cost of premiums paid by the Board for the benefit plans of the Bargaining Unit members, such withdrawal shall be paid out on a monthly basis and shall be for the year ended on the month end date nearest to the date of withdrawal. These funds shall be given to the Union for the purchase of a benefit plan for Bargaining Unit members. Should the Union exercise such option, all Board obligations with respect to benefit coverages contained in the Collective Agreement, shall be null and void and the Board shall have no further obligations with respect to provisions of benefits to Bargaining Unit Employees. In such case, the Board agrees to deduct and remit the premiums as directed by the Union and shall assist in the administration of the enrolment process and shall complete the Employer portion of benefit forms as necessary.

OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #2

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

The parties agree as follows:

Occupational Groupings shall be defined as:

- Office, Clerical and Technical;
- Educational Assistant, Interpreter/EA and EA/Intramural Facilitator; and
- Noon Hour Assistants

For an employee to move between the Office, Clerical and Technical grouping and the Educational Assistant, Interpreter/EA and EA/Intramural Facilitator grouping through the posting procedures, the staffing and/or displacement procedures or the recall procedures set out in this Collective Agreement between the parties, an employee must:

- have the educational "paper" qualifications or equivalent set out in the posting for the position; or
- have demonstrated the qualifications, knowledge, experience and/or skills for the position

Employees who move between occupational groupings via the posting process shall be subject to the posting provisions of this Collective Agreement. This letter is attached to and forms part of this Collective Agreement.



LETTER OF UNDERSTANDING #3

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

The Board agrees that during the term of this Collective Agreement:

- 1) Individual employees in the occupational grouping, "Educational Assistants", who were appointed to a Regular Bargaining Unit position prior to September 1, 2001 shall not be laid off from the Board.
- 2) The combined number of Full-Time Equivalent (FTE) Clerical/ Technical positions in elementary and secondary schools shall be at least equal to the number of positions generated in accordance with the Ministry of Education School Secretarial staff generator in the Foundation Grant and the Board's full-time equivalent (ADE) students.
- 3) Individual Office, Clerical and Technical employees in the Central Office who were appointed to a Regular Bargaining Unit position prior to September 1, 2001 shall not be laid off from the Board.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #4

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

**Job Classification**

The parties agree that the job classification "Program Secretary" includes the classifications "Clerk Typist-Special Services" and "Clerk Typist-Health and Safety" in the predecessor Sault Ste. Marie Board of Education and the Algoma District School Board.

The parties further agree that in the event the classification "Clerk Typist-French" is reinstated, it shall be included in the job classification "Program Secretary".

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #5

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

1. The parties hereby agree to the following interpretation of Section B-1: Lay Off Clerical and Technical Employees (as contained in Draft #5 of the collective agreement and as may be renumbered in future drafts):

When it is necessary to provide notice of lay-off to Regular Bargaining Unit employees in accordance with Section B-1, clause 20.36 and 20.37 the Board will notify those employees in positions that are directly affected. All Bargaining Unit employees shall be deemed to be notified on the date that the first directly affected Bargaining Unit employee is notified.

In those instances where the Board is unable to provide the full twenty-five (25) working days notice to the first directly affected employee, the Board will compensate those employees who suffer an actual reduction in daily earnings, whether they be the first directly affected employee or subsequently displaced employees. Compensation will be calculated by multiplying the employee's actual daily loss of earnings by the number of days by which the notice to the first directly affected employee fell short of the twenty-five (25) working days contemplated.

i.e.  $(25 - X) \times (\text{actual daily loss of earnings}) = \text{compensation}$   
where, X = the days of working notice given to the first directly affected employee.

Those employees who elect to go on a Recall List rather than displace another employee within their own geographic area or move to another available position within their own geographic area will not be entitled to compensation in lieu of notice.

Those employees who may be placed on a Recall List as a result of the application of the understandings contained in the June 1, 2000 letter to the Union from the Board, will not be entitled to compensation in lieu of notice.

2. The parties agree that this letter is deemed to be attached to and form part of the Collective Agreement.

LETTER OF UNDERSTANDING #6

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

It is agreed by the Board and the Bargaining Unit that if the Board is granted an EI Premium reduction, the Board will pay the employees' portion of this reduction to the member.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #7

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

**RE: LABOUR MANAGEMENT DISCUSSION ITEMS**

It is agreed by the Board and the Bargaining Unit that the Labour Management Committee forum will have the following agenda for topics of discussion at the first Inaugural meeting.

1. Staffing Clause Review
2. Severe Inclement Weather
3. Attendance Management
4. Job Descriptions
5. Professional Development
6. Performance Appraisals
7. Training
8. Staff Development Fund
9. Workload Issues related to school start up

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #8

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Retirement Gratuity Article 16

As per Article 16.2 attached list of eligible employees with respect to Retirement Gratuity which will form part of this collective agreement.

Retirement Gratuity Eligibility Employees

Central Algoma

Findlay, Sandra  
Flood, Janice  
Johnston, Terry

King, Tracey  
McClelland, Donna  
Orr, Laura  
Paquette, Sandra  
Thibodeau, Sirpa

Retirement Gratuity Eligible Employee

Chapleau

Retirement Gratuity Eligibility Employees

North Shore

Brown, Larry  
Bartlett, Kim  
Carlson, Rebecca (Emp.# 3010)  
Cook, Carla (Plante)  
Cook, Pat  
Elliott, Murielle  
Gareau, Lorraine  
Hamilton, Mary  
Fabris, Martine  
Horwath, Susan  
Lahaie, Michel  
Leadsom, Tammy  
Legris, Brenda  
Lortie, Darlene  
Martysz, Valerie  
McDougall, Mary  
Munro, Dawn  
Rajotte, Susan  
Robb, Karen  
Rombouts, Catherine  
Ryan, Rodney  
Sancartier, Constance  
Solomon, Debra  
Storie, Marg  
Trivers, Rebecca  
Trudel, Debra  
Tulloch, Christine  
Walker, Karen

Retirement Gratuity Eligibility Employees



Sault Ste. Marie

Arbour, Ann  
Bernardi, Margaret  
Fera, Barry  
Fletcher, Judith  
Galipeau, Janice  
Harpe, Terry  
Joseph, Michele  
Lauzon, Roberta  
Luther, Lynda  
McPhee, Brenda  
Myers, Barbara  
Naccarato, Mary  
Noble, Patricia  
Poirier, Eunice  
Romano, Maria  
Ross, Cheryl  
Scott, Verna  
Stoughton, Karen  
Tyreman, Darlene  
Vallee, Nadine  
Wilson, Wayne

LETTER OF UNDERSTANDING #9

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD

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

Re: Benefits Improvements – PDT Agreement

In accordance with the Provincial Discussion Table (PDT) for the 2008-2012 Collective Agreement, the Algoma District School Board and OSSTF, ESS Unit agree to apply the Additional Enhancement Monies for the enhancement of benefits to be effective September 2010 as follows for the priorities set out below:

1. Vision Care - \$400.00 per 24 months; \$100 per exam every 24 months
2. Improvements to semi-private hospital accommodation
3. Orthodontic coverage

It is estimated that this amount will be \$39,737; however this estimate is subject to adjustment based on the local bargaining unit share of the Board's allocation of \$187,356 based on the ratio of the bargaining unit's FTE of employees eligible for benefits (297.7) to the total FTE employees as reported in the 2008-2009 Financial Statement's – Staffing, Appendix H (1403.6).

Upon written request of the Bargaining Unit, the Board shall provide any requested information necessary in order to assist the Bargaining Unit to make decisions regarding proposing changes to improve benefits. It is understood that the nature of the disclosure will be similar, but not limited to, the information provided by the Board in a public procurement process.

The parties agree to the formation of an ongoing Benefits Committee comprised of three (3) members of the bargaining unit and three (3) representatives of the Board. The Committee shall meet at the request of either party to review the benefits outlined in this article and make recommendations for change, as required, to the respective parties.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #10

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")Re: E.A. Staffing

Educational Assistants shall submit requests for Lateral Transfer by May 15<sup>th</sup> of each year.

Upon notification of allocation, school administrators will be responsible for notifying affected employees immediately.

E.A.s who are affected by displacement, layoff or laterals will be required to be in attendance during the staffing procedure meeting. Members not able to attend this meeting shall provide the Bargaining Unit President with their proxy choice.

At this meeting, all available positions will be posted for the information of all members in attendance.

The positions will be staffed in order of seniority from the most senior to the most junior member.

Once all positions have been filled, remaining members will be declared surplus and placed on the recall list.

At this time, E.A.s who have been placed on recall must declare in writing their intent for recall and casual work, including preferred geographic areas(s).

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #11

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Job Descriptions

As provided in Article 4.2 c) the Board shall set out the qualifications, duties and responsibilities of positions in job descriptions for each position after consulting with the Union through the Labour Management Committee.

The Board shall complete these job descriptions by September 1, 2009 or as mutually agreed to by the parties. Once these job descriptions are completed the Board shall communicate their contents to the Principals and Supervisors of employees.

When it is necessary to amend the job descriptions, the Board shall do so after consulting with the Union through the Labour Management Committee.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #12

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Liability Insurance

First aid providers and administrators of medication fall within the definition of insured under the Board's liability insurance policy. OSBIE's comprehensive liability policy provides protection to Bargaining Unit members in the event injuries are caused to others while administering first aid or prescribed medications while carrying out their duties on behalf of the Board.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #13

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Pay Equity

The Board and Bargaining Unit agree to maintain the pay equity plan as agreed. Maintenance shall occur annually unless otherwise agreed.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #14

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Professional Development Allocation

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support staff. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be turned over to the bargaining unit no later than December 31, 2008.

The amount will be \$64,546, based on the ratio of the bargaining unit's FTE of 341.5, employees to the total FTE of 501.5 employees as defined by the PDT and as reported in the 2006-2007 Financial Statement's – Staffing, Appendix H.

It will be used by the bargaining unit to support the professional development of bargaining members. It is understood that the total turned over to the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education. The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #15

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Professional Development and Training

The Board agrees that the Bargaining Unit will have an opportunity to provide input into professional development and training through the Labour Management Committee, no later than January 31, 2009.

The committee will explore the feasibility of planning one Professional Development Day starting on 2011-2012 for Educational Assistants to meet with peers as part of a Professional Learning Community.

This letter is attached to and forms part of this Collective Agreement.



LETTER OF UNDERSTANDING #16

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Protocol on External Agencies

The parties agree to meet within thirty (30) days of the publication of the Protocol Template and/or Guiding Principles with regards to partnerships with external agencies that are related to program delivery for students with special needs and/or at risk students in order to review the document and the implementation strategy for the Board and the Bargaining Unit.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #17

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Staffing Funding Enhancement for 2009-10  
Office Support Staff

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-2010 funding for School Office Support Staff through the elementary component of the School Foundation Grant;

WHEREAS the Government will require that this funding enhancement be used, in 2009-2010 in the manner described below;

Subject to the above, in 2009-2010, the Board will apply this enhanced funding, up to the value of the Board's share in the following order:

- Offset staff reductions in OSSTF unionized School Office and Board Administrative Support Staff occurring between the 2008-2009 and 2009-2010 years;
- Use all remaining funds to ensure that elementary schools with an Average Daily Enrolment of more than 90 students have an OSSTF unionized Office Staff person working 35 hours/week and/or to hire in 2009-2010 additional unionized Board-employed School Office and Board Administrative Support Staff.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #18

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Staffing Funding Enhancements for 2011-2012

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011-2012 the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant, the Special Education Per Pupil Amount (SEPPA) and the new \$5 per pupil amount;

WHEREAS the Government will require that this funding enhancement be used, in 2011-2012, in the manner described below:

Subject to the above, in 2011-2012, the Board will apply this enhanced funding, up to the value of the Boards's share, as follows:

- Recall in 2011-2012 Education Assistants who were on a recall list within the board on or after September 1, 2008
- Increase in 2011-2012 the number of hours worked by Educational Assistants up to seven (7) consecutive hours per day, (excluding lunch) subject to the remaining funds available to the Board under this enhancement
- Use up to \$5 per ADE in 2011-2012 to offset staff reductions in OSSTF unionized School Office Staff that may have occurred since 2008-2009 or may have occurred otherwise in 2011-2012 and/or to provide additional hours of work for existing school office staff (in particular Elementary Secretary, Guidance Secretary, and Purchasing Secretary), subject to the remaining funds available under this enhancement.

The use of incremental hours for Education Assistants must include assistance in the scheduled supervision of students, as described in the Letter of Understanding regarding Supervision of Students.

Principals shall have the flexibility to assign these hours in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #19

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Workplace Violence

The Board and Bargaining Unit shall establish a Committee on Workplace Violence, including up to two (2) representatives from the OSSTF-ESS Bargaining Unit no later than February 28, 2010.

The Committee shall review the recommendations from the Joint Task Group (Provincial Task Group from PDT) and determine an implementation strategy for such recommendations for the 2010-2011 school year and beyond.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #20

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

The Parties agree to form a Joint Committee in 2011-2012 to examine the current salary schedule in preparation for the next round of bargaining. The Parties will review the parameters and the costing of internal equity. An attempt will be made to resolve this issue of internal equity as part of the negotiation process for the collective agreement beginning September 1, 2012. If there is no agreement, the parties agree to send the issue to an Arbitrator for ultimate resolution.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING #21

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Bargaining Unit")

and

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Family Day

The Parties agree that, during the term of the Collective Agreement, they will meet annually in December to explore the feasibility of providing Family Day as a paid holiday to the employees in the Bargaining Unit.

This letter is attached to and forms part of this Collective Agreement.

LETTER OF UNDERSTANDING 22

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or Union)

Representing

THE EDUCATIONA SUPPORT STAFF BARGAINING UNIT  
DISTRICT 2 ALGOMA

And

ALGOMA DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer" or "Board")

Re: Supervision of Students

During the 2008 negotiations, the Bargaining Unit raised a concern about its members being responsible for the supervision of students in circumstances where the supervision of students is either not part of its members' duties or where its members are required only to assist in the supervision of students.

The Board does not expect its Office, Clerical or Technical employees (including school secretaries and library technicians) to be responsible for the supervision of students. However the Board does expect its Educational Assistants to assist in the supervision of students.

The Board will communicate this message to its school administrators and staff by means of an annual memorandum to be distributed through Board mail and email to its school administrators, who will distribute it to all staff members. The Board will provide a copy of this memorandum to the Bargaining Unit's President for distribution to the members. The Board will also communicate this message to its principals at the monthly principals' meeting.

Should members have concerns with respect to this issue, they are asked to raise them with the Bargaining Unit or the Board's Human Resources Department.

This letter is attached to and forms part of this collective agreement.