

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
DISTRICT 6A THUNDER BAY**

**STUDENT SUPPORT PERSONS**

**EFFECTIVE DATE: January 1, 2002 to December 31, 2004**

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## **ARTICLE 1 - PURPOSE**

- 1:01 It is the intent and purpose of the parties to this Agreement, hereinafter referred to as "the Agreement", to maintain harmonious relationships between the Board and the Union and to cooperate to provide quality educational support services that reflect the mission of Catholic Education for the students of the Thunder Bay Catholic District School Board.
- 1:02 It is the intent of the parties and the purpose of the Agreement to make provisions herein for wages, benefits and working conditions, and to provide a method of settling grievances under this Agreement which may arise from time to time.

## **ARTICLE 2 - TERMS OF AGREEMENT**

- 2:01 This agreement shall be for a term of thirty-six (36) months commencing on the first (1st) day of January, 2002 and ending on the thirty-first (31st) day of December, 2004, and shall continue from year to year unless either party gives notice, in writing to the other, not less than thirty (30) days, no more than ninety (90) days, prior to the expiry date hereof, of that party's intention to renew the Collective Agreement with or without modification, or to make a new Collective Agreement.
- 2:02 There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement, as those terms are defined in the *Ontario Labour Relations Act*.
- 2:03 Printing costs will be shared equally for the publication of this Collective Agreement between the Thunder Bay Catholic District School Board and the Ontario Secondary School Teachers' Federation.

## **ARTICLE 3 - RECOGNITION**

- 3:01 The Board recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent for all Student Support Persons employed by the Board save and except Supervisors, persons

above the rank of Supervisor, Students, Summer School and Cooperative Education Placements.

3:02 Both the Union and the Board recognize the right of each other to have duly authorized representatives such as advisors, agents, counselors and solicitors, to represent them in all matters pertaining to the negotiation and administration of the Agreement.

3:02:1 The Board further recognizes the right of OSSTF and/or the Bargaining Unit Representative to represent a member at any disciplinary meeting when the conduct or competence of that member is being considered.

### **ARTICLE 3 – RECOGNITION** (cont'd)

3:03 There will be a Labour Management Committee comprised of not more than three (3) representatives of each party. The three (3) representatives of OSSTF/SSP shall be appointed by the Bargaining Unit.

3:03:1 The function of the Labour Management Committee will be to discuss matters of concern, including matters not covered under the provisions of this Agreement. It is understood and agreed that the Committee will not discuss grievances.

3:03:2 The Labour Management Committee will be available to meet monthly; however, when there are no agenda items, upon the mutual agreement of the parties, a scheduled meeting may be cancelled.

3:04 The Bargaining Unit shall inform the Board, in writing, each June 15, of the names and contact phone numbers of the Bargaining Unit Executive Officers. Any changes subsequent to June 15 shall be communicated within two weeks of such change.

### **ARTICLE 4 - DEFINITIONS**

4:01:1 "**Board**" means the Thunder Bay Catholic District School Board.

- 4:01:2        **"Federation"** means the Ontario Secondary School Teachers' Federation.
- 4:01:3        **"Member"** means a Member of the Student Support Persons Bargaining Unit of OSSTF District 6A Thunder Bay.
- 4:01:4        **"SSP"** means Student Support Person.
- 4:01:5        **"Bargaining Unit"** means the SSP Bargaining Unit, District 6A OSSTF.
- 4:01:6        A **Student Support Person (SSP)** shall mean a member who under the supervision of the Principal and the direction of the teacher, assists the Principal and teacher with the implementation of the Individual Education Plans (I.E.P'S) of identified special education pupils, performs duties associated with the special needs of the individual pupils, and performs other related duties consistent with the SSP Resource Guide. A permanent SSP shall mean an SSP employed by the Board on a full-time or part-time basis as required.
- 4:01:7        A **Supply SSP** shall mean an SSP employed by the Board to replace an absent SSP on a casual basis. The following Articles listed do not apply to those employees classified as Supply Student Support Persons and the aforementioned employees cannot grieve these articles of the Collective Agreement. The articles referred to above are as follows: Article 8-Seniority; Article 9-Lay Off and Recall; Article 10-Benefits; Article 12-Sick Leave; Article 13-Leaves of Absence; Article 14-Deferred Salary Plan; Article 17- Professional Development, Article 20- Job Sharing.

**ARTICLE 4 – DEFINITIONS** (cont'd)

- 4:01:8        A **Temporary SSP** shall mean an SSP employed by the Board to replace a permanent employee who is absent as a result of an extended period of illness or leave of absence. The position will conclude upon the return of the incumbent. In the event that the leave extends beyond two school years, upon the return of the incumbent, the Temporary SSP shall be placed in the next available permanent vacancy that arises providing the SSP has the knowledge, skill, ability and qualifications to perform the job. Time worked by a temporary SSP shall not be considered as time served for the probationary period or for seniority

purposes. The following Articles listed do not apply to those employees classified as Temporary Student Support Persons and the aforementioned employees cannot grieve these Articles of the Collective Agreement. The articles referred to above are as follows: Article 8-Seniority; Article 9-Lay Off and Recall; Article 10-Benefits; Article 12-Sick Leave; Article 13-Leaves of Absence; Article 14-Deferred Salary Plan; Article 17- Professional Development, Article 20- Job Sharing. Notwithstanding the above, Temporary SSP's shall be entitled to accumulate two (2) sick leave days a month after the completion of three (3) consecutive months. Such days shall not accumulate beyond the term of the temporary assignment.

4:01:9 A **Term SSP** shall mean an SSP employed by the Board to fill a position created due to special circumstances for a period of time not to extend beyond three (3) months. If the special circumstances continue beyond three (3) months, the SSP will be permanent and commence their probationary period. Time worked by a Term SSP shall not be considered as time served for the probationary period or for seniority purposes. The following Articles listed do not apply to those employees classified as Term Student Support Persons and the aforementioned employees cannot grieve these Articles of the Collective Agreement. The articles referred to above are as follows: Article 8-Seniority; Article 9-Lay Off and Recall; Article 10-Benefits; Article 12-Sick Leave; Article 13-Leaves of Absence; Article 14-Deferred Salary Plan; Article 17- Professional Development, Article 20- Job Sharing.

4:01:10 The Board will inform the SSP President, in writing, when an employee is hired into a temporary or term position.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

5:01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration. The Board further agrees that it will exercise its management rights in a manner that is consistent with the Statutes and Regulations of the province of Ontario.

5:02 Without limiting the generality of the foregoing, the Board's rights shall include:

5:02:1 the right to hire, transfer, promote, demote, lay off, recall , assign, appoint, place and evaluate;

**ARTICLE 5 - MANAGEMENT RIGHTS** (cont'd)

5:02:2 the right to suspend, discipline or discharge any employee for just cause;

5:02:3 the right to maintain order, discipline and efficiency and to establish policies, practices and procedures;

5:02:4 the right to generally manage the Board and to plan, direct and control operations, facilities, programs, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number and location of personnel required from time to time, the number and location of schools and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

5:03 The Board agrees to vet any changes to Board policy which will affect the working conditions of the SSP Bargaining Unit Members, with the President of the SSP Bargaining Unit prior to the implementation of such policy.

**ARTICLE 6 - UNION RIGHTS**

6:01 New SSP members shall each receive a current Collective Agreement.

6:02 A member shall have the right to have a Union representative present when disciplinary action is being taken. When a member has been disciplined to the extent that disciplinary measures have been documented, a copy of such documentation shall be given to the member with a copy to the SSP Bargaining Unit President.

6:03 Each employee shall, upon giving reasonable notice, have the right to access his/her personnel file. The file shall be reviewed in the presence of a Human Resources Representative. The employee may receive a copy of any documents that are contained in his/her personnel file.



- 6:04 Each member may, once each calendar year, request the removal of a disciplinary notice that has been in the member's official personnel file for more than two years. The removal of such notice shall be at the discretion of the Board. Such discretion shall not be exercised unreasonably.
- 6:05 The Employer shall provide space on a bulletin board, in each workplace, upon which the Union may post notices relating to matters of interest to the union and the employees.
- 6.06 An SSP shall not administer medication or perform health support services for which he or she has not been trained.

#### **ARTICLE 7 - UNION SECURITY**

- 7:01 All Members covered by this Agreement shall, as a condition of employment, either maintain their Union membership or join the Union within thirty (30) days after the signing of the Agreement and remain Members in good standing.
- 7:02 Each month the Board shall deduct from each Member the dues chargeable by the Union. The amount shall be a uniform percentage determined by the Union in accordance with its constitution. The Union shall provide the Board with at least thirty (30) days' advance written notice of a change to the dues. Deduction of such fees shall be made in ten (10) equal installments.
- 7:03 All monies so deducted shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario no later than the 15th of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying for each member:
- . full name
  - . home address
  - . home phone number
  - . work location

- . social insurance number
- . amount deducted for Union dues
- . amount deducted for local levy as per clause 7:04

It is the responsibility of the Member to notify the Board of any change of name, address or telephone number.

- 7:04 Each Fall, the Board shall deduct from each member a levy as determined by the local Bargaining Unit for the OSSTF, District 6A, Thunder Bay District.
- 7:04:1 The Bargaining Unit shall notify the Board, in writing over the signature of the President of the Bargaining Unit of the amount of the levy deduction. Notification must be given no less than thirty (30) days prior to the date of the salary installment from which the deduction will be made.
- 7:04:2 The Board shall advise the President of the Bargaining Unit of the date for which the deduction is expected to be made. The Board shall deduct the appropriate fee from each pay cheque received by supply SSP's.
- 7:05 The Board shall show the amount of Bargaining Unit dues paid by a Member on such Member's T4 slip (indicated as "SSP").
- 7:06 The Federation shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deductions authorized by the Bargaining Unit.

## **ARTICLE 8 - SENIORITY**

- 8:01 Seniority Lists
- 8:01:1 A seniority list shall be prepared for the Bargaining Unit, which shall include the employee's name, date of hire, and date of appointment.
- 8:01:2 Seniority lists shall be prepared by the Board, effective November 1, with a copy to the SSP President by November 15.

- 8:01:3 Seniority lists shall be arranged in order of date of appointment.
- 8:02 Seniority for Permanent SSP's
- 8:02:1 Seniority for all SSP's in the employ of the Board at the date of ratification of the first collective agreement was mutually determined.
- 8:02:2 Seniority of all new SSP's shall be determined by date of appointment. Ties resulting from the same date of appointment shall be broken by lot.
- 8:02:3 Seniority shall continue to accrue while on the following leaves:
- a. leave due to illness or a non-compensable injury;
  - b. absence due to an accident at work;
  - c. pregnancy and parental leave;
  - d. unpaid leave for periods of less than twenty-four (24) months; and
  - e. during the first twenty-four (24) months of lay off
- 8:02:4 Seniority shall not accrue for a Supply, Term or Temporary SSP. In the event a Supply, Term or Temporary SSP obtains a permanent position, their seniority shall start to accumulate from the date of permanent appointment to the position in that school year.

## **ARTICLE 9 - LAY-OFF AND RECALL**

- 9:01 In the event of a lay off, employees shall be laid off from their work location in the reverse order of their seniority.
- 9:02 An employee who is subject to lay off shall have the right to either:
- (a) accept the lay off; or
  - (b) indicate to the Manager of Human Resources or designate, within five (5) working days of notice of lay off, her/his intention to displace another employee who has lesser bargaining unit seniority subject to meeting the requirements of the position including knowledge, skill, ability and qualifications; or

- (c) choose to remain on the recall list for twenty-four (24) months.

**ARTICLE 9 - LAY-OFF AND RECALL** (cont'd)

9:03 Recall Procedures

- (a) Employees shall be notified of recall by registered mail to her/his last address on record with the Board. Notice is deemed to have been given the date the letter of recall is registered with the post office. It is the responsibility of the employee to inform the Board of any changes to her/his mailing address and/or phone number. Employees shall be recalled in order of seniority to a position within the bargaining unit provided the employee subject to recall has the knowledge, skill, ability and qualifications to perform the duties as outlined
- (b) It is the sole responsibility of the employee who has been recalled to notify the Manager of Human Resources or his/her designate of her/his intention to return to work within seven (7) calendar days from the date notification has been deemed to have been given. The employee shall return to work within twenty-one (21) calendar days from the date notification has been deemed to have been given.

9:04 A member on lay-off shall be subject to recall for a twenty-four (24) month period from the date of lay-off and will retain seniority accumulated prior to lay-off.

9:05 Pursuant to Clausee 9:02 and 9:03 the Board shall consult with the Bargaining Unit President in circumstances where qualification are the determining factor in case of lay-off or recall.

**ARTICLE 10 - HEALTH AND WELFARE - PREAMBLE**

The following is a summary description of the benefit plans supplied to employees by the Board. Actual plan conditions and limitations are governed by the group insurance policies issued to the Board by the Insurers. These benefits are subject to change by the Insurers. The Federation shall indemnify and save the Board harmless from any form

of liability as a result of changes made by the Insurers to plans provided to employees of the Board.

- 10:01:1 The Board will contribute toward the required premium for properly enrolled, eligible, actively employed employees in the following plans.
- 10:01:2 Employees employed on a full year basis, 10 month basis, or term appointment basis for the full school year, who work less than half-time, shall have the Board's share premium cost prorated accordingly.
- 10:01:3 Provided such coverage is available, coverage for Extended Health Care, Semi-Private, Chiropractic, Dental and Vision Care shall include unmarried, unemployed dependent children over twenty-one (21) but under twenty-five (25) years of age in full-time attendance at a school, college or university.

**ARTICLE 10 - HEALTH AND WELFARE – PREAMBLE** (cont'd)

- 10:01:4 Employees on LTD and short-term sick leave absences who have exhausted their accumulated sick leave will be considered active for the purpose of this article.
- 10:02 The Board will contribute 100% of the premium cost of the Ontario Health Insurance Plan.
- 10:03 The Board will contribute 100% of the premium cost of the Liberty Health (semi-private) or equivalent.
- 10:04 The Board will contribute 100% of the Group Life Insurance Premium on coverage one and one-half (1 1/2) times the annual salary rounded to the nearest \$1,000 to a maximum coverage of \$90,000.
- 10:05 In addition to the group life insurance coverage provided by the Board under Clause 10:04 above, employees may purchase at their own expense additional group life coverage in the unit amount of \$25,000 subject in all instances to the conditions and regulations set down by the Group Life Insurance Carrier in the master policy and any addendum's thereto.
- 10:06 The Board will contribute 100% of the premium costs for Liberty Health Extended Health coverage or equivalent on the basis of \$25.00 single

deduction and \$50.00 family deduction with 90% of the balance paid by the carrier and 10% by the person covered.

- 10:07 The Board will contribute 75% of the premium cost for Liberty Health Dental Plan No. 9, or equivalent using Ontario Dental Association prevailing rates.
- 10:08 The Board will administer a Long Term Disability Insurance Plan only insofar as it affects the requirement to make the necessary payroll deductions and payments to the appropriate agency with the employees to absorb the full premium cost. It shall be a condition of employment for all new employees to participate in this plan.
- 10:09 Chiropractic Coverage - the Board will pay 100% of the premium cost of Liberty Health Chiropractic coverage.
- 10:10 Vision Care - the Board will pay 100% of the premium cost of Liberty Health Vision Care \$175/24 months. The requirement of 100% enrollment of eligible employees to be met.
- 10:11 The Board will contribute 100% of the premium cost of the Liberty Health Deluxe Travel Plan.
- 10:12 Any change to existing benefit plans or the addition of new benefit plans as a result of negotiations shall become effective at the earliest possible date following the date of ratification of a new agreement subject to acceptance of the carriers involved.

#### **ARTICLE 11 - COMPENSATION, PAY DATES AND HOURS**

- 11:01 All SSP's will be ten (10) month employees and will be subject to the following terms.
- 11:02 The normal work week shall consist of five 6.75 hour days, Monday through Friday, including two (2) fifteen minute paid coffee breaks for full-time staff and one (1) fifteen minute paid coffee break for part-time staff per day, plus an unpaid lunch break of at least forty (40) minutes and not more than one (1) hour.

11:02:1 Pay periods will be on a bi-weekly basis. Each pay shall represent wages earned for the specific time period.

11:03 SSP's shall be entitled to vacation pay according to the following schedule:

One (1) year service and over	four (4)% vacation pay
Three (3) years of service and over	six (6)% vacation pay
Eight (8) years of service and over	eight (8)% vacation pay
Fourteen (14) years of service and over	ten (10)% vacation pay
Twenty-five (25) years of service and over:	twelve (12)% vacation pay

Vacation Pay will be paid with each salary payment, based on gross earnings.

11:04 Supply, Term and Temporary SSP's shall be paid vacation pay at the rate of four (4)%. Vacation Pay will be paid with each salary payment, based on gross earnings.

11:05 Minimal Supply

Supply, Term and Temporary SSP's shall be paid according to STEP 1. In the event that a Supply is called, reports to a school, and is not needed if (s)he chooses to stay and work (s)he shall be assigned duties for one-half (1/2) day by the Principal and shall be paid for one half (1/2) day of work

11:06 Statutory Holidays

SSP's shall be entitled to the following paid statutory holidays:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday for SSP's working summer school, Labour Day, Thanksgiving Day, December 24, Christmas Day, Boxing Day, December 31. In the event that December 24th and December 31st occur on a Saturday or Sunday, the Board shall grant a day in lieu thereof. The Board shall advise the employees of the in lieu days selected as it applies to this clause.

**ARTICLE 11 - COMPENSATION, PAY DATES AND HOURS** (cont' d)

11:07      Salary Schedule - Hourly Rate

**Effective January 1, 2002 to August 31, 2002**

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$15.72	\$16.33	\$16.86	\$17.38	\$17.91

**Effective September 1, 2002 to December 31, 2002**

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$15.88	\$16.49	\$17.03	\$17.55	\$18.09

**Effective January 1, 2003 to December 31, 2003**

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$16.20	\$16.82	\$17.37	\$17.90	\$18.45

**Effective January 1, 2004 to August 31, 2004**

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$16.52	\$17.16	\$17.72	\$18.26	\$18.82

**Effective September 1, 2004 to December 31, 2004**

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$16.69	\$17.33	\$17.90	\$18.44	\$19.01

11:08      Work Performed in excess of six and three-quarter (6.75) hours per day or thirty-three and three-quarters (33.75) hours per week (but not both) will be counted as overtime worked and will be paid for at the rate of



time and one-half (1.5) of the employee's regular hourly earnings. All overtime work requires the prior authorization of the Principal.

11:09 An SSP who is required to work in two locations will be provided travel time between the assigned work locations exclusive of their coffee breaks and lunch break.

11:09:1 A Temporary, Term or permanent SSP who is required to travel between locations shall be paid a mileage allowance in accordance with Board policy.

## **ARTICLE 12 - SICK LEAVE**

12:01 Employees covered by this Agreement shall be entitled to sick leave credits on the basis of two (2) days for each month worked.

12:02 Sick leave credits shall not accumulate beyond a maximum of 200 days at any time.

12:03 A sick leave statement shall be sent out May 1st each year by the Manager of Human Resources to all employees showing absence during the previous calendar year and the balance in reserve. For the purpose of the record only, the Annual Sick Leave record shall be retained for the purpose of determining sick days beyond the maximum allowed should this date be required. The employee has thirty (30) calendar days from the date of receipt to respond to any discrepancies in the sick leave statement, after which the statement will be deemed to be correct.

12:04 Where a member is absent for five (5) consecutive working days sick leave will not be granted unless proof of disabling sickness is made to the satisfaction of the appropriate Principal/Supervisor by production of a certificate to that effect from a duly qualified medical or dental practitioner.

12:05 Sick Leave/Workplace Safety and Insurance Board Benefits

For the purpose of this Agreement the following clauses in 12:05 will be reconciled with sick leave credits and Workplace Safety and Insurance Board benefits to ensure a 100% maximum receipt of wages

- 12:05:1 Subject to paragraph 12:02, employees absent from their duties and in receipt of Workplace Safety and Insurance Board disability benefits (but not pension) shall be paid their salary by the Board as long as the employee has sufficient sick leave credits against which can be charged the difference between the disability payments and the employee's regular salary.
- 12:05:2 Where accumulated sick leave credits have been exhausted at the commencement of, or during an employee's absence for which the employee is in receipt of Workplace Safety and Insurance Board disability benefits (but not pension) the employee shall receive such disability benefits directly from the Workplace Safety and Insurance Board, and the above provisions in 12:05:(1) shall not apply.
- 12:05:3 In the situation where an employee is absent from work and in receipt of Workplace Safety and Insurance Board, disability benefits and whose salary is still paid by the School Board pursuant to the provisions of 12:05(1), payments made by the Workplace Safety and Insurance Board, to such employee shall be remitted to the Board.

**ARTICLE 12 - SICK LEAVE** (cont'd)

12:06 Modified Work Plan

- 12:06:1 The Board will work with the employee and the treating health professional(s) in developing a return-to-work program that modifies the employee's position taking into consideration the employee's medical fitness to perform the duties and the essential duties of the position.
- 12:06:2 For the purposes of this Article, "disabled SSP" is defined as an SSP who is unable to perform the work requirements.

**ARTICLE 13 - LEAVE OF ABSENCE**

13:01        Procedure for Obtaining leave

13:01:1        Employees requesting a Leave of Absence as referred to in this Article must complete a standard "Request for Leave" form available from the employee's Principal, which in turn shall be submitted to the Manager of Human Resources at least two (2) weeks in advance of the occasion prompting the request.

13:01:2        In the event of an emergency, verbal approval from the employee's Principal will suffice, to be followed by a completed "Request for Leave" form in the usual manner.

13:01:3        The disposition of all requests for leave of absence shall, subject to the express provisions of this Article, be at the discretion of the appropriate Board Official, in consultation with the employee's Principal.

13:02        Bereavement

13:02:1        Employees will be allowed leave of absence up to but not exceeding five (5) work days on any one (1) occasion without loss of pay or Sick Leave Credits for the death of a father, mother, spouse, son or daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, step-mother, step-father and step-children.

13:02:2        Employees will be allowed leave of one (1) work day, without loss of pay, or Sick Leave or Cumulative Sick leave Credits for attendance at the funeral of an uncle, aunt, brother-in-law, sister-in-law, nephew, niece, or to serve as a pallbearer.

13:02:3        On the request of the employee, the appropriate Board Official, in consultation with the employee's Principal may, because of extenuating circumstances, grant additional leave over the maximum allowed in Clauses 13:02:1 and 13:02:2 above.

**ARTICLE 13 - LEAVE OF ABSENCE**        (cont'd)

13:03 Compassionate Leave

13:03:1 Employees will be allowed leave of up to but not exceeding three (3) work days on any one occasion without loss of pay or Sick Leave or Cumulative Sick Leave Credits, in the event of serious illness of father, mother, spouse, son or daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, step-mother, step-father and step-children.

13:03:2 On the request of the employee, the appropriate Board Official, in consultation with the employee's Principal may, because of extenuating circumstances, grant additional leave over the maximum allowed in Clause 13:03:1 above.

13:04 Leave for Jury Duty or Witness

If an employee is required to serve as a juror in any court of law or is required by subpoena to attend a court of law in any legal proceedings in which the employee is neither the plaintiff nor the defendant the employee shall not lose regular pay because of necessary absence from work due to such attendance provided that the employee:

13:04:1 informs the Principal immediately upon notification that the employee will be required to attend court;

13:04:2 presents proof of service requiring the employee's attendance;

13:04:3 resumes performance of regular duties during any reasonable period when the employee is not required to be in attendance;

13:04:4 promptly repays the Board the amount (other than expenses) paid to the employee for such service as a juror or attendance as a witness.

13:05 Leave for Personal Reasons

Leave for personal reasons (exclusive of the reasons set out in 13:02 through to 13:04) may be granted at the discretion of the employee's appropriate Principal for up to a maximum of two (2) days per year. Personal days shall not be used to extend holidays. Such leave shall not be charged against Sick Leave or Cumulative Sick Leave Credits.

13:06 Unpaid Leave

Leave of absence without pay for special circumstances other than those set out in Clauses 13:02 to 13:05 inclusive may be granted to an employee by the Manager of Human Resources or at the Manager's discretion forwarded to the Board.

**ARTICLE 13 - LEAVE OF ABSENCE** (cont'd)

13:07 Pregnancy, Parental and Adoption Leave Leaves and Benefits

	<b>LEAVE</b> (per Employment Standards Act)	<b>TOTAL BENEFITS</b>
Pregnancy	<ul style="list-style-type: none"> <li>➤ up to 17 weeks</li> </ul>	<ul style="list-style-type: none"> <li>➤ benefits are the lesser of 55% of salary or the maximum established under E.I.</li> <li>➤ T.B.C.D.S. Board pays equivalent to E.I. benefits during the two-week waiting period</li> <li>➤ E.I. pays for 15 weeks following waiting period</li> </ul>
Parental or Adoption	<ul style="list-style-type: none"> <li>➤ up to 35 weeks if employee took pregnancy leave</li> <li>➤ up to 37 weeks if employee did not take pregnancy leave</li> <li>➤ for natural or adoptive parents</li> <li>➤ mother <b>and</b> father are eligible</li> </ul>	<ul style="list-style-type: none"> <li>➤ mother and father <b>may</b> share up to a combined total of 35 weeks of E.I. benefits (at the lesser of 55% of salary or maximum established by E.I.)</li> </ul>
Conditions	<ul style="list-style-type: none"> <li>➤ must have been hired by Board at least 13 weeks before due date and must give at least 2 weeks' <b>written</b> notice in advance of date of commencement of pregnancy/parental leave</li> <li>➤ must provide original Doctor's certificate stating due date</li> <li>➤ notice to change end date of pregnancy/parental leave must be provided in writing at least 4 weeks before date leave was to have expired</li> <li>➤ time on pregnancy/parental leave included in calculating seniority, length of employment &amp; service</li> <li>➤ time on pregnancy/parental</li> </ul>	<ul style="list-style-type: none"> <li>➤ benefit plans (including vision, extended health, pension, life insurance, dental) will be maintained provided the employee continues to pay employee's portion of billed premium</li> <li>➤ reinstatement to position most recently held before leave if it still exists, or to comparable position if position no longer exists</li> <li>➤ T.B.C.D.S. Board may allow an unpaid leave of absence beyond the legislated time frames. If the employee wishes to continue benefits, the employee must pay both the employee's and Board's shared of the billed premium.</li> </ul>

	leave <b>not</b> included in calculating completion of probationary period ➤ Board continues to pay its share of billed premium for benefit plans in which employee enrolled	
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If you are contemplating accessing any of the above benefits, contact the Human Resources & Payroll departments for clarification. The above chart is meant as a guide and is not considered definitive.

**ARTICLE 13 - LEAVE OF ABSENCE** (cont'd)

13:07 Pregnancy, Parental and Adoption Leave

A. Pregnancy Leave

13:07:1 An employee who has been employed by the Board for a period of at least thirteen (13) weeks immediately preceding the expected birth date shall be entitled, upon her application, to a pregnancy leave of absence without pay commencing during the period of seventeen (17) weeks immediately preceding the expected birth date.

13:07:2 The pregnancy leave of an employee

- (i) who is entitled to parental leave, ends seventeen (17) weeks after the pregnancy leave began;
- (ii) who is not entitled to parental leave, ends on the later of
  - (ii.1) the day that is seventeen (17) weeks after the pregnancy leave began ; or
  - (ii.2) the day that is six (6) weeks after the birth, still birth or miscarriage.

13:07:3 The above noted pregnancy leave may be shorter than seventeen (17) weeks if the employee gives the Board at least four (4) weeks written notice of the day the employee intends to return to work.

13:07:4 The employee must give the Board at least two (2) weeks' written notice of the date the pregnancy leave is to begin and a certificate of a legally qualified medical practitioner stating the expected birth date.

13:07:5 Clause 13:07:4 does not apply in the event that the employee stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth. In such case, the employee must, within two (2) weeks of stopping work, give the Board written notice of the date the pregnancy leave began or is to begin and must give a certificate from a legally qualified medical practitioner that:

- (i) in the event the employee stopped working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date; or
- (ii) in the event of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth, states the date of birth, still birth or miscarriage and the date the employee was expected to give birth.

**ARTICLE 13 - LEAVE OF ABSENCE** (cont'd)

13:07:6 There shall be no interruption of the accumulation of seniority during the pregnancy leave.

13:07:7 (i) The Board will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave, unless the employee gives the Board a written notice that she does not intend to pay the employee's contribution.

- (ii) An employee who elects or is deemed to elect to participate in the benefit plans during the pregnancy shall pay to the Board her full contribution owing prior to the commencement of her leave as a condition for participation in the said benefit plans and for the Board paying its contribution of the premium costs for the said benefit plans.

13:07:8 No leave granted under the provisions of this Article will be considered Sick Leave and Sick Leave Credits may not be used.

- (i) An employee is required to advise the Board in writing four (4) weeks prior to the expiry of the pregnancy leave. The employee shall be reinstated to her former position if it still exists, or to a comparable position, if it does not.
- (ii) If the Board's operations are suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Board shall reinstate the employee, when the operations resume, in accordance with the Board's seniority system or practice, if any.
- (iii) The Board shall pay a reinstated employee wages that are at least equal to the greater of the wages the employee was most recently paid by the Board or the wages that the employee would be earning had the employee worked throughout the leave.

13:07:9 Sub-Plan

An employee granted a pregnancy leave of absence, on or after December 11, 1995, shall be compensated by the Board under an Employment Insurance (EI) approved supplementary benefit plan for the two week waiting period under EI. The weekly benefit under this plan is equivalent to the maximum weekly benefit available from the EI Commission provided the employee:

- (i) is eligible for pregnancy leave under EI; and
- (ii) provides proof that she is in receipt of EI benefits and indicating the weekly amount payable by EI.

This plan shall be subject to approval of the EI Commission.

**ARTICLE 13 - LEAVE OF ABSENCE** (cont'd)

B. Parental Leave



- 13:07:10 An employee who has been employed by his or her employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a parental leave of absence without pay following the birth of the child or the coming of the child into the custody, care and control of the employee parent for the first time.
- 13:07:11 Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Board at least four (4) weeks written notice of that date.
- 13:07:12 Such parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the employee parent for the first time.
- 13:07:13 The employee must give the Board at least two (2) weeks written notice of the date the parental leave is to begin. The employee need not give such notice in the event the employee who is the parent stops working because the child comes into the custody, care and control of the employee for the first time sooner than expected. In such case, the parental leave begins on the day the employee stops working provided that the employee gives the Board notice in writing that the employee wishes to take parental leave within two (2) weeks of stopping work.
- 13:07:14 There shall be no interruption of the accumulation of seniority during the employee's parental leave.
- 13:07:15
- (i) The Board will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the thirty-five (35) weeks from the commencement of the leave while the employee is on parental leave, unless the employee gives the Board a written notice that the employee does not intend to pay the employee's contributions.
  - (ii) An employee who elects or is deemed to elect to participate in the benefit plans during the parental leave shall pay to the Board his or her full contribution owing prior to the commencement of the leave as a condition for participation in the said benefit plans

and for the Board paying its contribution of the premium costs for the said benefit plans.

13:07:16 No leave granted under the provisions of this article will be considered Sick Leave and Sick Leave Credits may not be used.

13:07:17 (i) An employee is required to advise the Board in writing four (4)

**ARTICLE 13 - LEAVE OF ABSENCE** (cont'd)

weeks prior to the expiry of the parental leave. The employee shall be reinstated to her former position if it still exists, or to a comparable position if it does not.

(ii) If the Board's operations are suspended or discontinued while the employee was on leave and have not resumed when leave ends, the Board shall reinstate the employee, when the operations resume, in accordance with the Board's seniority system or practice, if any.

(iii) The Board shall pay a reinstated employee wages that are at least equal to the greater of the wages the employee was most recently paid by the Board or the wages that the employee would be earning had the employee worked throughout the leave.

13:07:18 Paternity Leave

An employee shall be granted up to three (3) work days without loss of salary, upon the birth or adoption of the employee's child.

13:08 Leave for Professional Association Meetings

An employee may be granted up to the lesser of two (2) meetings or two (2) days leave without loss of pay or sick leave or Cumulative Sick Leave Credits for the purpose of participating on a committee of a professional association having some connection with the employee's line of work with the Board, exclusive of a committee concerned with salary negotiations. Additional leave without pay may be granted at the discretion of the Board.

13:09 Quarantine

Every employee is entitled to full salary notwithstanding absence from duty in any case where because of exposure to a communicable disease the employee is quarantined or otherwise prevented by order of the medical health authorities from attending upon regular assigned duties. There will be no deductions from Sick Leave or Cumulative Sick Leave Credits.

13:10 Examination Leave

An employee may be granted leave without loss of pay or Sick leave or Cumulative Sick Leave credits for the purpose of writing an examination leading to the advancement of academic or professional qualifications. The maximum leave shall be for the period of the examination plus any required travel time to the place of the examination.

13:11 Leave of Absence for Federation Duties

At the discretion of the Board, which shall not be unreasonably exercised, the local President of the Union, or her or his designate, may be granted

**ARTICLE 13 - LEAVE OF ABSENCE** (cont'd)

up to forty days (40) leave per school year provided the Union gives the Board twenty (20) working days notice in writing prior to the requested day of leave. The leave shall be without pay or contribution towards benefits for which the employee is eligible.

The Board agrees to pay the above noted pay or contribution towards benefits and the Union agrees to reimburse the Board for the said amount.

**ARTICLE 14 - DEFERRED SALARY LEAVE PLAN**

14:01 Preamble

The Thunder Bay Catholic District School Board and the OSSTF/S.S.P assume no responsibility for any consequences arising out of this plan

relative to effects on employees' pension provisions, income tax arrangement, Unemployment Insurance, the Canada Pension Plan, or any other liabilities incurred by an employee as a result of participation in this Plan.

14:02 Description

The Deferred Salary Leave Plan is developed to afford employees the opportunity of taking a one (1) year Leave of Absence without pay and of financing the leave through deferral of salary. It is understood that no more than one (1) participating employee may be on leave under this plan in any one (1) year.

14:03 Eligibility

Any employee having five (5) or more years' seniority with the Board is eligible to apply for participation in the Plan.

14:04 Application

14:04:1 An employee must make written application to the Manager of Human Resources on or before January 31st to participate in the Plan commencing in September of the same calendar year and indicate the choice of 3,4,5,6, or 7 year plan. The maximum deferral period is six years, and the period of leave of absence must begin immediately following the deferral period.

14:04:2 A committee comprised of two (2) appointees from the Student Support Person Bargaining Unit, and two (2) Board appointees shall meet to review the applications for the purpose of making recommendations to the Board concerning acceptance or denial of same.

14:04:3 Acceptance of an employee's application will be at the sole discretion of the Board.

14:04:4 Decisions regarding applications will be forwarded to the applicants in writing by April 1st in the school year in which the request is made.

**ARTICLE 14 - DEFERRED SALARY LEAVE PLAN** (cont'd)

14:05 Implementation of the Plan

The financial arrangements for funding the year of leave shall be arranged by mutual agreement between the employee and the Board:

14:05:1 Each employee in the Plan shall sign an agreement as per clause 14:09 with the Board. The agreement shall specify the terms and conditions agreed to by the employee and the Board.

14:05:2 A trust account will be established with the Royal Bank of Canada, for each employee in the Plan. The deferred earnings shall be deposited to this account on the regularly established pay dates, where it shall be retained by the Board for the employee and accumulate interest until the year of leave.

14:05:3 Funds in the Trust Account will be held in a Signature account and earn interest at rates established by the Bank.

14:05:4 Interest earned by the Trust Account in a taxation year will be paid to the employee by the end of the year.

14:05:5 In each year of the Plan, preceding the year of leave the employees will deposit a percentage of their proper salary and applicable allowance in accordance with the agreement. Such percentage may not exceed the percentage that year is of the total number of years of the plan, including the year of leave and may not exceed 33 1/3% in any event.

14:05:6 In the year of the leave, the Board shall pay to the employee the total of the deferred salary installments conforming to the regular pay periods set forth in the Collective Agreement in effect for the year of leave or in one or two lump sums if requested by the employee.

14:05:7 While the employee is enrolled in the Plan and not on leave, any benefits tied to the salary level shall be structured according to the salary the employee would have received had (s)he not been enrolled in the Plan.

14:05:8 An employee's fringe benefits will be maintained by the Board during the leave of absence. However, the premium cost of all fringe benefits shall be paid by the employee during the year of the leave subject to conditions of the insurance carrier(s).

- 14:05:9 While on leave any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had she not been enrolled in the plan.
- 14:05:10 The Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension, Other Pension and any benefits in the Collective Agreement.

**ARTICLE 14 - DEFERRED SALARY LEAVE PLAN** (cont'd)

14:06 Revenue Canada Contingencies

The present method for making income tax deductions shall continue. Any changes to this method are dependent upon a ruling from Revenue Canada that the income deferral scheme contemplated herein may be acceptable to Revenue Canada. The amount of income tax to be deducted at source will only be computed on the reduced salary with the agreement of the Union and the participating employee and only after the receipt of a ruling of Revenue Canada and of its terms. The participating employees will be required to enter into an agreement with the Board to indemnify and save the Board harmless against all claims or demands or other forms, of liability against the Board by any person that may arise out of or by reason of, deductions made or payments made in accordance with this Article.

14:07 Terms of Reference

Upon the return of the employee from a Deferred Salary Leave the Board will assign the employee to his or her former position. If due to changing conditions said position no longer exists the employee will be governed by the appropriate terms of this Agreement.

- 14:07:1 Sick Leave Credits will not accumulate during the year spent on leave. Upon return, the employee shall be credited with the same number of accumulated sick leave days she had before going on leave.
- 14:07:2 The year of leave shall be recognized for the accumulation of seniority only.

14:07:3 All employees wishing to participate in the Plan shall be required to sign a contract per 14:09 supplied by the Board.

14:07:4 Following the year of leave, the employee agrees to return to employment with the Board for a period of at least one (1) year.

14:08 Withdrawal From the Plan

14:08:1 Should an employee die while participating in the plan, any monies accumulated, plus any interest accrued at the time of death will be paid to the employee's estate, providing the legal consents or releases required have been obtained.

14:08:2 If the employee does not take the Leave of Absence as arranged, all amounts in the Trust Account will be paid to the employee in the first taxation year that commences after the end of the deferral period.

14:09 Application and Agreement

**THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD**

**APPLICATION AND AGREEMENT  
FOR PARTICIPATION IN THE  
STUDENT SUPPORT PERSONS  
DEFERRED SALARY LEAVE PLAN**

I have read the terms and conditions of the **Thunder Bay Catholic District School Board (the "Board")** Deferred Salary Leave Plan and hereby agree to enter the plan under the following terms and conditions:

1. Enrollment Date: I wish to enroll in the Plan commencing \_\_\_\_\_.
2. Year of Leave  
I wish to take my Leave of Absence from the Board from \_\_\_\_\_ to \_\_\_\_\_.
3. Financial Arrangements  
The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule:
  - (a) Commencing September 1, 20\_\_\_\_, I wish to defer \_\_\_\_\_% of each of my salary payments for the next \_\_\_\_\_ years.
  - (b) Any interest or additional amounts that have been earned or accrued on the deferred amount in a taxation year for the benefit of the employee, shall be paid in that year to the employee.
  - (c) Annually the Board agrees to provide me with a statement regarding the status of my account.
  - (d) In the year of my leave, the total monies accumulated as of August 31st of that year will be paid to me according to the terms of Clause 14:05:6 of the Collective Agreement or in either a single or in two lump sum payments as mutually agreed between myself and the Board.
  - (e) It is understood that the Board and the OSSTF/SSP Bargaining Unit assume no responsibility for any consequences arising out of this plan related to effects on my superannuation provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan, or any other liabilities incurred by me as a result of my participating in the Plan.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Director of Education Signature

\_\_\_\_\_  
Present Position

\_\_\_\_\_  
Board Chairperson



\_\_\_\_\_  
Employee's Present Location (School)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

### 15:01 Definitions

15:01:1 A "grievor" shall mean either of the parties governed by the terms of this Agreement. A "party" shall be defined as:

- (i) the Bargaining Unit (or Union)
- (ii) The Board (or Employer).

15:01:2 A "grievance" shall be defined as an alleged violation of the terms of this Agreement arising from its interpretation, application or administration.

15:01:3 "Days" shall mean regular working days, unless otherwise indicated.

### 15:02 Time Limits

15:02:1 Time limits specified by this Article may be extended by mutual agreement of the parties.

15:02:2 The time limits set out in this Article are mandatory and, if any of them are violated by the grievor, the grievance shall be considered to have been abandoned or withdrawn unless an extension of the time limits has been mutually agreed upon in accordance with Clause 15:02:1. Failure of the other party to meet its time limits will cause the grievance to proceed to the next step in the grievance procedure.

### 15:03 Representation

15:03:1 The Board shall recognize the Bargaining Unit Vice-President as Grievance Officer. At least one (1) representative of the Bargaining Unit shall be present for any procedural meetings, hearings, appeals or

other proceedings relating to the grievance which has been formally presented.

15:04 Complaint Procedure

It is the mutual desire of the parties hereto that complaints of the Board or of the employees will be adjusted as quickly as possible, and it is understood that an employee has no grievance until the complaint has been referred to the Principal or his/her designate.

15:04:1 A member, with the concurrence of the Bargaining Unit, who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall, within twenty (20) days after the circumstance(s) giving rise to the complaint occurred or ought reasonably to have come to the attention of the employee, discuss the complaint with the Principal. If the discussion does not result in the satisfactory settlement of the complaint within ten (10) days, the member may move to the next step outlined in 15:04:2.

**ARTICLE 15 - GRIEVANCE PROCEDURE** (cont'd)

15:04:2 If the complaint has not been resolved, the member may contact the Bargaining Unit President to meet with the Principal and appropriate Superintendent or designate to discuss the unresolved complaint. The Bargaining Unit Grievance Officer may be present during the discussion. Upon resolution, a mutually acceptable letter of agreement shall be exchanged within five (5) days.

15:04:3 If the complaint has not been resolved, the Bargaining Unit shall have five (5) days to seek support for activating the formal grievance procedure. The OSSTF/SSP shall make a decision within ten (10) days in writing.

15:05 Formal Grievance Procedure

15:05:1 Step 1

The Bargaining Unit shall submit to the Manager of Human Resources a written statement of the grievance giving the name of the grievor, the

facts of the grievance including references to specific provisions of this Agreement alleged to be violated and the resolution requested. A meeting of the parties may be scheduled to further discuss the grievance at the request of either party. The meeting shall take place within ten (10) days of the notice from the party requesting the meeting. The Manager of Human Resources shall reply, in writing, within ten (10) days following either receipt of the grievance or the date of the meeting.

15:05:2 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 request within five (5) days to the Director of Education, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

15:05:3 Step 3

If the reply of the Director of Education is unacceptable to the Bargaining Unit, the Bargaining Unit may apply for arbitration within twenty (20) days of the receipt of the reply.

15:06 Arbitration Process

15:06:1 The parties may agree to the use of a single Arbitrator or a Board of Arbitration. Within ten (10) days thereafter, the parties are to select, by mutual agreement, a single Arbitrator or, in the case of a Board of Arbitration, submit to the other party, the name of their appointee to the Board of Arbitration. The two appointees so selected shall, within ten (10) days of their appointment, appoint a third person who shall be Chair. If the parties fail to make the required appointments within the

**ARTICLE 15 - GRIEVANCE PROCEDURE** (cont'd)

15:06:1 Arbitration Process (cont'd)

designated time period, either or both parties may request the Minister of Labour to fill vacancies.

- 15:06:2 The cost of the Arbitrator, including per diem costs and expenses, shall be jointly shared by the two parties. In the case of a Board of Arbitration, the Board and the Union will be responsible for the fees and expenses of its own appointee.
- 15:06:3 No person may be appointed as an Arbitrator or member of a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 15:06:4 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon both parties.
- 15:06:5 The Arbitrator or Board of Arbitration shall have authority only to settle disputes under the terms of a grievance as outlined in this Article and will only interpret and apply this Agreement to the facts of the particular grievance involved. The Arbitrator or Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it.
- 15:06:6 Unless mutually agreed otherwise by both parties, the place of the hearing shall be in the City of Thunder Bay.
- 15:07 Grievance Procedure – Party
- 15:07:1 A Party who has a complaint relating to the interpretation, application, administration or alleged violation of this Collective Agreement shall discuss the complaint with the Manager of Human Resources or the President of the Bargaining Unit within twenty (20) days after the circumstance(s) giving rise to the complaint occurred or ought reasonably to have come to the attention of the Party.
- 15:07:2 If the complaint has not been resolved within thirty (30) days after discussing it with the Manager of Human Resources or the President of the Bargaining Unit, a Party grievance shall be submitted to the Director of Education or the Bargaining Unit President respectively. Such statement shall contain a summary of the nature of the grievance, the provision or provisions of the Collective Agreement allegedly violated and the remedy sought.
- 15:07:3 The receiving party shall reply, in writing, within twenty (20) days of receipt of the grievance.

15:07:4 If the reply is unacceptable to the receiving party, the party may submit the grievance to arbitration as outlined in 15:06 above.

**ARTICLE 15 - GRIEVANCE PROCEDURE** (cont'd)

15:08 Grievance Mediation

15:08:1 The parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation at any stage after the receipt of the reply of the Manager of Human Resources (Step 1 above). The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. 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 were frozen.

15:08:2 The cost of the mediator, including per diem costs and expenses, shall be jointly shared by the two parties.

**ARTICLE 16 - PROBATIONARY PERIOD**

16:01 Permanent employees shall serve as probationary employees for a period of six (6) months worked from their date of appointment to the permanent position.

16:02 Supply SSP's who obtain permanent positions shall serve a six (6) month probationary period. Upon completion of the probationary period they shall be credited with seniority retroactive to date of commencement of continuous service.

16:03 The dismissal of a probationary employee shall not be made the subject of a grievance, providing the Board has acted in good faith. The probationary employee, however, shall be entitled to all other rights and privileges under this Agreement.

**ARTICLE 17 - PROFESSIONAL DEVELOPMENT**

- 17:01           When an SSP begins a new assignment, the Principal, in consultation with the School Services Department, will determine the orientation and/or inservice required.
- 17:02           The Board shall allocate the equivalent of two (2) days per school year for the purposes of Professional Development and inservice of SSP's.
- 17:02:1         The scheduling of the Professional Activity Days shall correspond to the schedule of Professional Activity days described in the school year calendars.
- 17:02:2         The SSP shall be paid according with their regularly scheduled hours. Approval of additional hours/time over and above the regularly

**ARTICLE 17 - PROFESSIONAL DEVELOPMENT**   (cont'd)

scheduled hours shall be subject to the approval of the School Services Department and/or Principal.

- 17:03           Upon written request, at the discretion of the Principal, and subject to the approval of the Superintendent of Education, an SSP may participate in other inservice programs and teacher professional activity days.
- 17:04           An SSP in a temporary position shall be eligible to participate in SSP professional development activities scheduled during that time period and will be paid according to time spent at such activities.

**ARTICLE 18 - JOB POSTINGS**

- 18:01           The Board shall notify the Bargaining Unit President, in writing, of an SSP selected for any permanent position.
- 18:02           **POSTINGS - NEW POSITIONS**
- 18:02:1         New positions and vacancies available for the following school year shall be posted before the end of June.

18:02:2 All internal applicants for posted positions shall be considered before hiring outside the Bargaining Unit.

18:02:3 Permanent SSP's holding full time positions will not be considered for temporary positions that become available after September 1, except in exceptional circumstances as determined by the School Services Department.

18:03 **POSTINGS - TEMPORARY**

18:03:1 Should a permanent SSP be placed in a temporary position, that SSP's employment status will remain permanent during the temporary placement.

18:03:2 A Supply SSP hired to fill a temporary position is not eligible for any employee benefits or seniority except in circumstances referred to in Article 8:02:4

18:03:3 An SSP in a temporary position shall be eligible to participate in SSP professional development activities scheduled during that time period.

**ARTICLE 19 - JOB SHARING**

19:01 Preamble

The Thunder Bay Catholic District School Board and the OSSTF SSP Bargaining Unit assumes no responsibility for any consequences arising out of the job sharing assignment relative to OMERS, Employment

**ARTICLE 19 - JOB SHARING** (cont'd)

Insurance, The Canada Pension Plan, or any other liabilities incurred by an SSP as a result of participation.

19:02 Description

(i) Job-sharing under the terms and conditions of this Article is defined as "the equal sharing of a full-time SSP position by two permanent SSP's employed by the Board."

- (ii) It is understood that not more than two (2) Job-sharing situations may be in operation in any one school year.
  - (iii) Final approval of Job-sharing situations shall be at the discretion of the Board, based on the recommendations of the Manager of Human Resources.
- 19:03
- (i) In the situation where two SSP's wish to share an SSP position, they shall submit their proposal to the Manager of Human Resources by March 1st of the school year preceding the implementation of the assignment.
  - (ii) In the situation where an individual SSP desires a Job-sharing assignment, the SSP shall submit a request in writing to the Manager of Human Resources by March 1st of the school year preceding the implementation of the assignment. From the list of individual applications, matches may be made by the Manager of Human Resources in consultation with the SSP's, the appropriate Principal(s) and the Superintendent(s) responsible for the school(s).
  - (iii) All applicants will be notified in writing of the disposition of their request.
- 19:04
- Conditions
- (i) The overall well being of the students and the school in general shall take precedence over the preferences of the SSP's in a job sharing assignment.
  - (ii) The model chosen must be acceptable to both SSP's and approved by the Principal and the Superintendent of the school.
- 19:05
- The SSP's salary and fringe benefits shall be pro-rated in relation to what would have been received as a regular SSP; e.g. a half time SSP receives 50% of his or her salary, etc.

## **ARTICLE 20 - TERMINATION**

- 20:01
- An employee shall be deemed terminated if the employee:
- (1) quits;



- (2) is discharged and is not reinstated through the grievance or arbitration procedure;

**ARTICLE 20 – TERMINATION** (cont'd)

- (3) is absent from scheduled work without notification and/or approval for a period of three (3) or more consecutive working days without providing a reasonable explanation;
- (4) has been off work for a continuous period of more than twenty-four (24) months because of lay-off;
- (5) fails upon being notified of recall, to signify his or her intention to report to work after receiving the notice of recall in accordance with Article 9, Layoff and Recall.

20:02 Upon termination for any of the reasons identified above, the Board has no further obligations to the employee, except as dictated by the Collective Agreement and by Statute.

20:03 The Board shall send a copy of the letter of termination to the Bargaining Unit President at the same time the letter is sent to the bargaining unit member.

**ARTICLE 21 - JUST CAUSE**

21:01 No permanent employee shall be disciplined or discharged without Just Cause.

21:02 Discipline shall be applied uniformly, and disciplinary measures shall be appropriate to their cause and subject to the principle of progressive discipline.

21:03 Each employee must be provided, in writing, with notice of disciplinary action which is to be placed in the employees' personnel file. A copy of such notice of discipline shall be given to the SSP President.

**ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

- 22:01 The Employer recognizes its obligations under the *Occupational Health and Safety Act* and its accompanying Regulations as minimum acceptable standards.
- 22:02 The Bargaining Unit shall have one (1) representative on the Joint Health and Safety Committee.
- 22:03 The Employer shall provide and maintain, at no cost to the employee, all personal protective equipment, clothing or devices required by the *Occupational Health and Safety Act*.

**ARTICLE 23 – CONTRACTING OUT**

- 23:01 The Employer shall not contract out work normally performed by members of the bargaining unit if it directly results in a lay off of permanent SSP bargaining unit members.

**ARTICLE 24 – CRIMINAL RECORD CHECKS**

- 24:01 For all permanent SSP's employed as of January 1, 2002, the Board agrees to pay the cost of obtaining the Criminal Record Check now required by Statute.

Signed in Thunder Bay, Ontario this \_\_\_\_ day of December, 2002.

Thunder Bay Catholic District  
School Board

Authorized OSSTF Representative

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LETTER OF UNDERSTANDING

B E T W E E N

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD  
(the "Board")

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
SSP BARGAINING UNIT DISTRICT 6A THUNDER BAY  
(the "Union")

Implementation of Article 4 – Definitions: Clause 4:01:8 (Supply SSP), Clause 4:01:9 (Temporary SSP) and Clause 4:01:10 (Term SSP) for the 2002 – 2003 School Year

1. A Student Support Person employed continuously in a temporary position from September 2000 to June 2002, and who was not replacing a member who was on an approved leave of absence, shall be provided permanent status with the Thunder Bay Catholic District School Board, according to their FTE held in the temporary position, effective September 2002. Such employee shall commence their probationary period effective September 2002.
2. All Student Support Persons offered permanent positions effective September 2002 as a result of the implementation of Clauses 4:01:8, 4:01:9 and 4:01:10 shall have a September 1 date of hire for purposes of seniority calculation. Such employees shall have ties broken first by calculating the number of days worked continuously in a temporary assignment preceding September 2002 and then secondly in accordance with clause 8:02:2.

Signed in Thunder Bay, Ontario this \_\_\_\_ day of December, 2002.

Thunder Bay Catholic District  
School Board

Authorized OSSTF Representative

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LETTER OF UNDERSTANDING

BETWEEN

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD  
(the "Board")

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
SSP BARGAINING UNIT DISTRICT 6A THUNDER BAY  
(the "Union")

Protection From Violence

The parties agree to establish a committee of two employer representatives and two Bargaining Unit representatives to review current Board policy/practice and make recommendations with respect to the protection of members from violence in the workplace. Such committee shall report no later than June 1, 2003.

Signed in Thunder Bay, Ontario this \_\_\_\_ day of December, 2002.

Thunder Bay Catholic District  
School Board

Authorized OSSTF Representative

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