

# Collective Agreement

Between

The Ontario Secondary School Teachers  
Federation  
District 6a Thunder Bay  
Student Support Persons

and

Thunder Bay Catholic District School Board

Begins:

01/01/2005

Terminates:

12/31/2008

12979 (02)

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**TABLE OF CONTENTS**

ARTICLE 1 –PURPOSE ..... 1

ARTICLE 2 - **TERMS OF AGREEMENT** ..... 1

ARTICLE 3 –RECOGNITION ..... 1

ARTICLE 4 - DEFINITIONS ..... 2

ARTICLE 5 –MANAGEMENT RIGHTS ..... 4

**ARTICLE 6 - UNION RIGHTS** ..... 4

**ARTICLE 7 - UNION DUES** ..... 5

ARTICLE 8 –**SENIORITY** ..... 6

ARTICLE 9 – LAY-OFF AND RECALL ..... 6

ARTICLE 10 –BENEFITS..... 7

**ARTICLE 11 – COMPENSATION, PAY DATES AND HOURS** ..... 9

ARTICLE 12 – SICK LEAVE ..... 11

ARTICLE 13 – LEAVE OF ABSENCE

Bereavement..... 12

**Compassionate**..... 13

**Examination**..... 18

**Federation Duties**..... 18

**Jury/Witness Duty** ..... 13

Paternity..... 18

Personal..... 13

**Pregnancy, Parental, Adoption** ..... 14

procedure for Obtaining Leave..... 12

**Professional Association Meetings**..... 18

**Quarantine** ..... 18

Unpaid..... 13

ARTICLE 14 –**DEFERRED SALARY LEAVE PLAN** ..... 19

ARTICLE 15 – GRIEVANCE PROCEDURE ..... 23

ARTICLE 16 – PROBATIONARY PERIOD ..... 27

ARTICLE 17 – PROFESSIONAL DEVELOPMENT ..... 27

**ARTICLE 18 – POSTING OF VACANCIES AND TRANSFERS** ..... 28

ARTICLE 19 –JOB **SHARING**..... 29

ARTICLE 20 – TERMINATION ..... 30

ARTICLE 21 – **JUST CAUSE** ..... 31

ARTICLE 22 - OCCUPATIONAL **HEALTH AND SAFETY** ..... 31

**ARTICLE 23 – JOB SECURITY** ..... 32

12979(02)

TABLE OF CONTENTS  
(cont'd)

ARTICLE 24 - CRIMINAL BACKGROUND CHECKS .....32

**ARTICLE 25 – NODISCRIMINATION.....32**

**ARTICLE 26 – QUALIFICATIONS.....33**

ARTICLE 27 – EMPLOYEE EVALUATION POLICY .....33

LETTER **OF** UNDERSTANDING.....34  
Training **For** Lifting

LETTER **OF** UNDERSTANDING.....35  
**Protection From** Violence

LETTER OF UNDERSTANDING.....36  
**Supervision**

## 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 **forty-eight (48)** months commencing on the first (1st) day of January, 2005 and ending on the **thirty-first (31st)** day of December, 2008, 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*.
- 2:02:1 When other Board employees **are** on legal strike or lockout, a **Member** **shall** carry on their regular duties without assuming any **functions** or responsibilities that are normally discharged **by** the Board employees that are on legal strike or lockout
- 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**.
- 2:03:1(a) The Board will supply **all** present SSP's with a copy of **this** Agreement within **sixty (60)** days of **signing** the final agreement
- 2:03:1(b) The Board will include a copy of this Agreement with the information sent to newly-hired SSP's.

## 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 recognizes the right of OSSTF and/or the Bargaining Unit President or designate to represent a Member at any disciplinary meeting when the conduct competence or attendance of that **member** is being considered.
- 3:02:2 The Board will advise a SSP of their right to Bargaining Unit representation at these meetings.
- 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.
- 3:03:3 The **Labour** Management Committee will meet during regular working hours and such time **shall** be considered time worked for the Bargaining Unit members of the Committee.
- 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 Student Support ~~Person~~ Member of the SSP/PSSP Bargaining Unit
- 4:01:4 "SSP" means Student Support Person.
- 4:01:5 "**Bargaining Unit**" means the SSP/PSSP Bargaining Unit, District 6A OSSTF.
- 4:01:6 A Student Support ~~Person~~ (SSP) **shall** mean a Member who under the supervision of the Principal **assists, as** a Member of the school team, 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. Normally, a permanent SSP shall be employed by the Board on a full-time or half-time basis.

**4:01:7** A Supply SSP shall mean a 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.

**4:01:8** A Temporary SSP shall mean a SSP employed by the Board to fill a position under clauses 18:04 and/or 18:05. In the event the position filled under clause 18:05 extends beyond two (2) school years, upon the return of the incumbent, the Temporary SSP shall be placed in the next available permanent vacancy after the transfer request process has been completed 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. A temporary SSP shall be eligible to participate in SSP professional development activities scheduled during that time period.

**4:01:9** A Term SSP shall mean a 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 position will be declared permanent and the employee shall be considered a temporary SSP as per clause 4:01:8. The permanent vacancy will be filled in accordance with clause 18:02 or 18:03. 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 Bargaining Unit President, in writing within five (5) working days, when an employee is hired into a permanent, 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**;
- 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 the **SSP/PSSP Bargaining Unit President** or **Designate** 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/PSSP Bargaining Unit President** within five (5) **working** days.
- 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** personnel file for more than **eighteen (18)** months. The removal of **such** notice shall be at the discretion of the **Director of Education**. 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 A SSP shall not administer medication or perform health support services for which he or she has not been trained.

#### ARTICLE 7 - UNION DUES

- 7:01 All Members covered by this Agreement shall, as a condition of employment, maintain their Union membership or join the Union upon commencing employment and be required to pay Union dues and other amounts chargeable by the Union or Bargaining Unit
- 7:02 The Board shall deduct from each Member the dues chargeable by the Union. The amount shall be 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 each pay period.
- 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
- It is the responsibility of the Member to notify the Board of any change of name, address or telephone number.
- 7:04 The Board shall deduct from each Member a levy as determined by the local Bargaining Unit for the OSSTF, District 6A, Thunder Bay.
- 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. All money shall be remitted to the Treasurer of OSSTF, District 6A, Thunder Bay, Ontario.
- 7:04:2 The Board shall deduct the appropriate dues and levy from each pay cheque received by supply SSP's.
- 7:05 The Board shall show the amount of Bargaining Unit dues and levy 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, date of appointment and the permanent FTE of each Member.

8:01:2 Seniority lists shall be prepared by the Board, effective November 1<sup>st</sup>, with a copy to the SSP/PSSP Bargaining Unit Resident by November 15<sup>th</sup>.

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
- e. during the first twenty-four (24) months of lay off
- f. while on an approved leave of absence governed by this Collective Agreement.

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 in the reverse order of their seniority within the Bargaining Unit

9:02 If the Board intends to initiate lay offs, it will, as soon as possible meet with the Bargaining Unit Resident at a Labour Management Committee meeting to discuss the impact of the lay offs and review options in order to reduce the impact of such lay offs.

- 9:03 Laid off employees **shall** be given **first** opportunity, in bargaining unit seniority order, for **term** and temporary work. Where lay offs **occur** at a time other than the end of the school year, acceptance of the **term** or temporary employment **by** the laid off employee **will** result in the displacement of the supply SSP. The displaced supply SSP will be reactivated **on** the supply list. The employee will be paid according to the **salary** schedule and placed at the appropriate **step**/hourly rate based **on** their seniority.
- 9:04 Laid off employees will maintain their bargaining unit seniority, accumulated sick leave credits and recall **rights** for a **period** of up to twenty-four **(24)** calendar months.
- 9:05 Employees on the recall list **shall** be responsible for informing the Board, in **writing**, of any **change** of name, address and/or phone number.
- 9:06 Laid off employees must **notify**, in writing, the Manager of **Human Resources** no later than March 1<sup>st</sup> of each year, that **they** wish to remain on the recall list for the following school year.
- 9:07 The Board **shall** maintain and publish **by** April 1<sup>st</sup> of each year, a recall list of laid off employees in order of bargaining unit **seniority**, with a copy to the Bargaining Unit President,
- 9:08 The Board **shall** notify employees being recalled **by** registered mail, with a copy to the Bargaining Unit Resident. **Such** employees **shall** notify the Board of his/her intention to return to work **within** seven (7) calendar days from the date of notification **has** been deemed to have been given. The employee **shall** return to work **within** twenty-one (21) calendar days from the date of notification **has** been deemed to have been given.
- 9:09 Employees will be recalled in order of bargaining unit seniority from the **most** senior employee to **the** least senior employee as **positions** become available.
- 9:10 **No** new SSP **will** be hired to a permanent position **until** all SSP's on lay off have been given the opportunity.
- 9:11 **Notwithstanding** clauses 9:01, 9:03, 9:09 and 9:10, the Board **shall** consult with the Bargaining Unit Resident in circumstances where qualifications are the determining factor in case of lay off or recall.

## ARTICLE 10 - BENEFITS

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.
- 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 Manulife (*semi-private*) or equivalent.
- 10:03 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**.
- 10:04 In addition to the group life insurance coverage provided **by** the Board under clause 10:03 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.
- 10:05 The Board **will** contribute 100% of the premium costs for Manulife 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.
- 10:06 The Board **will** contribute 75% of the premium cost for Manulife Dental Plan No. 9, or equivalent using Ontario **Dental** Association prevailing rates.
- 10:07 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.
- 10:08 Chiropractic Coverage - the Board will pay 100% of the premium cost of Manulife Chiropractic coverage. **Effective as soon as** practicable after ratification, the following change to physiotherapy - \$300 annual limit with no per visit limit.
- Effective **September 1, 2006**, chiropractic/massage therapy/ Physiotherapy shall have combined **annual** maximum limit of \$600.00 with no per visit **limit**.
- Effective **September 1, 2007**, chiropractic/massage therapy/ physiotherapy **shall** have combined **annual** maximum limit of \$750.00 with no per visit **limit**.

**10:09** Vision Care - the Board will pay 100% of the premium cost of Manulife Vision Care \$175/24 months. The requirement of 100% enrollment of eligible employees to be met.

**Effective as soon as** Practicable after ratification, the following change to vision care - The Board will pay 100% of the premium cost of **Manulife Vision Care** \$200/24 months. (**The \$200/24** month coverage may be used toward **eye** examinations and laser **surgery** effective **as soon as** practicable.) **The** requirement of 100% enrollment of eligible employees to be met.

Effective **September 1, 2006**, the following change to vision **care** - The Board will pay 100% of the premium cost of Manulife Vision Care \$225/24 months. (**The \$225/24** month coverage may be used toward eye examinations and laser surgery effective **as soon as** practicable.) The requirement of 100% enrollment of eligible employees to be met

**10:10** The Board will contribute 100% of the premium cost of the Manulife Deluxe Travel Plan

**10:11** 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 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 **half-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 <b>and</b> over	four (4)% vacation pay
<b>Three</b> (3) years of service and over	six (6)% vacation pay
Eight (8) years of <b>service</b> and over	eight (8)% vacation pay
Fourteen (14) years of <b>service</b> and over	<b>ten</b> (10)% vacation pay
Twenty-five (25) years of service and <b>over</b>	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<sup>th</sup>, Christmas Day, Boxing Day, December 31<sup>st</sup>. In the event that December 24<sup>th</sup> and December 31<sup>st</sup> 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.

11:06.1 The Canada Day (July 1<sup>st</sup>) recognized paid holiday shall be deemed as a holiday on a day other than July 1<sup>st</sup> during the work year as mutually agreed between the parties, as long as it is in compliance with the HRSDC.

11:07 Salary Schedule- Hourly Rate

Effective Midnight 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

Effective January 1, 2005 to December 31, 2005

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$17.02	\$17.68	\$18.26	\$18.81	\$19.39

Effective Midnight December 31, 2005

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$17.19	\$17.86	\$18.44	\$19.00	\$19.58

Effective January 1, 2006 to December 31, 2006

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$17.54	\$18.22	\$18.81	\$19.38	\$19.98

Effective *Midnight* December 31, 2006

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$17.71	\$18.40	\$19.00	\$19.57	\$20.17

Effective January 1, 2007 to December 31, 2007

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$18.07	\$18.77	\$19.38	\$19.96	\$20.58

Effective *Midnight* December 31, 2007

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$18.24	\$18.96	\$19.57	\$20.16	\$20.78

Effective January 1, 2008 to May 30, 2008

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$18.52	\$19.24	\$19.86	\$20.46	\$21.10

Effective May 31, 2008 to December 31, 2008

<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
\$18.80	\$19.53	\$20.16	\$20.77	\$21.41

- 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.
- 11:08:1 **When** a Principal requires a SSP's attendance at "**annual** commencements, concerts, parent nights, **etc.**" such time **shall** be considered overtime in accordance with **clause** 11:08.
- 11:09 A 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 1<sup>st</sup> 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 clause 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.
- 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 Authorization**" **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 Authorization**" 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 **Manager of Human Resources**.

13:01:4 **SSP's** on an approved leave of absence that **extends** beyond two (2) years are required to provide written notice of their intention to **return** to work in the upcoming school year no later **than** April 30<sup>th</sup>. The Bargaining Unit President **shall** be notified at least **ten (10)** working days **in** advance of April 30<sup>th</sup> of any member who has not notified the Board of the member's intention to return to work. **Failure** to provide **such** notice may result **in** a delay in the determination of a placement beyond the SSP's anticipated date of return.

### 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-&law, sister-in-law, nephew, niece, **first** cousin 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

### 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.

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

	LEAVE (per Employment Standards Ad)	TOTAL BENEFITS
<b>pregnancy</b>	➤ up to 17 weeks	➤ <b>benefits</b> are the lesser of 55% of <b>salary</b> or the <b>maximum</b> established under E.I. ➤ T.B.C.D.S. Board pays equivalent to the member's <b>n o d</b> weekly insurable earnings during the two (2) week waiting <b>period</b> ➤ E.I. pays for 15 weeks following waiting <b>period</b>
<b>Parental or Adoption</b>	➤ up to 35 weeks if employee took pregnancy leave	➤ <del>mother</del> and father may share up to a combined <b>total of 35 weeks of E.I. benefits</b>

	<ul style="list-style-type: none"> <li>➤ up to 37 weeks if employee did not take pregnancy leave</li> <li>➤ for <b>natural</b> or adoptive parents</li> <li>➤ <b>mother and father are</b> eligible</li> </ul>	[at the lesser of 55% of salary or maximum established by E.I.]
Conditions	<ul style="list-style-type: none"> <li>➤ must have been hired by Board at <del>least</del> 13 weeks before due date and must give at <del>least</del> 2 weeks' written notice in advance of date of commencement of pregnancy/parental leave</li> <li>➤ must provide <b>original</b> Doctor's certificate stating due date</li> <li>➤ notice to change end date of <b>pregnancy/parental leave must</b> be provided <b>in</b> writing at least 4 weeks <b>before</b> date leave <del>was</del> to have expired</li> <li>➤ time on pregnancy/parental leave included in calculating <b>seniority</b>, length of employment <b>&amp; service</b></li> <li>➤ time on pregnancy/parental leave not included in calculating completion of probationary period</li> <li>➤ Board continues to pay its <b>share</b> of billed premium for benefit plans in which employee enrolled</li> </ul>	<ul style="list-style-type: none"> <li>➤ benefit plans (including vision, extended health, pension, life insurance, dental) will be <b>maintained</b> 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 <b>exists</b></li> <li>➤ T.B.C.D.S. Board may allow an unpaid leave of absence beyond the legislated time <b>frames</b>. <b>If</b> the employee wishes to continue benefits, <b>the</b> employee must pay <b>both</b> the employee's and Board's share of the billed premium.</li> </ul>

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.

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

- (a) who is entitled to parental leave, ends seventeen (17) weeks **after** the pregnancy leave **began**;

- 13:07:2 (b) who is not entitled to parental leave, **ends on** the later of
- (i) the day that is seventeen (17) weeks **after** the pregnancy leave began; or
  - (ii) 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 in advance 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
- (a) 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
  - (b) 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.
- 13:07:6 There **shall** be no interruption of the accumulation of seniority during the pregnancy leave.
- 13:07:7 (a) 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
- (b) **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.

(a) 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**.

(b) 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** **reinstated** the employee, when the operations resume, in accordance with the Board's seniority system or practice, if any.

13:07:8

(c) 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 **shall** be compensated **by** the Board under a Human Resources and Skills Development Canada approved supplementary **benefit** plan for **the two** week waiting **period** under **Human Resources and Skills Development Canada** at a weekly rate equal to 100% (effective following the date of ratification) of **the** employee's weekly insurable earning under **Human Resources and Skills Development Canada**, provided the employee:

(a) is eligible for pregnancy leave under **Human Resources and Skills Development Canada**; and

(b) **makes** a claim to the Board on a form indicating the weekly amount payable by **Human Resources and Skills Development Canada**.

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(a) 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.

13:07:15(b) **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(a) **An** employee is required to advise the Board in writing four **(4)** 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

13:07:17(b) 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.

13:07:17(c) 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 ~~fill 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 up to a half time leave per school year provided the Union gives the Board notice in writing by May 31<sup>st</sup> prior to the end of the school year which precedes the school year in which the leave is to occur. 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.

13:12 The Board shall approve up to twenty (20) days per year, if required, for Members to attend Provincial OSSTF conferences, workshops and committee meetings. The Union shall provide at least one week's notice to the Board. Leaves under this Article shall be without loss of salary/wages, benefits, sick leave or any other rights or benefits that otherwise accrue to the Member. OSSTF shall reimburse the Board for the cost of a supply SSP hired to replace the Member on such leave.

13:13 The Board shall grant a leave of absence for a member who is elected to a position of d e Provincial OSSTF. OSSTF shall reimburse the Board for the pay/contribution towards benefits for which the employee is eligible.

**ARTICLE 14 - DEFERRED SALARY LEAVE PLAN**

14:01 Preamble

The Thunder Bay Catholic District School Board and d e OSSTF/S.S.P assume no responsibility for any consequences arising out of this plan relative to effect on employees' pension provisions, income tax arrangement, Employment 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.

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 money master account will be established with the **Scotia 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 money master account will be held in a Signature account and **earn** interest at rates established by the **Bank**.

14:05:4

**Interest** earned by the money master 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.
- 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 leaves 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 money master 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 OSSIF/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:

- (a) the Bargaining Unit (or Union)
- (b) 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 Bargaining Unit President or designate 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) 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. The Bargaining Unit President or designate shall accompany the Member to such meeting if requested. A Human Resources representative shall be present at the meeting if such attendance is requested by the Principal or the Bargaining Unit President.

- 15:04:1(b) If the Bargaining Unit President is not present at the meeting and 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.
- 15:04:1(c) If the Bargaining Unit Resident is present at the meeting and the **discussion** does not result in the satisfactory settlement of the complaint, the process **shall** move to the step outlined in 15:04:3.
- 15:04:2 The Bargaining Unit Resident **shall** meet with the **Member**, Principal and Human Resources representative to **discuss** the unresolved complaint
- 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
- 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 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.
- 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 five (5) months worked from their date of appointment to the permanent position.

16:02 Supply SSP's who obtain permanent positions **shall** serve a five (5) 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 in-service required.

17:02 The Board **shall allocate** the equivalent of two (2) days per school **year** for the purposes of Professional Development and in-service of SSP's.

Effective January 1, 2006, the Board shall allocate one (1) additional day per **school year** for the **purpose** of **Professional** Development and in-service of SSP's bringing the **total** per school year to **three** (3) for the purpose of Professional Development and in-service.

Effective January 1, 2007, the Board **shall allocate one** (1) additional day **per** school year for the **purpose** of **Professional** Development and in-service of SSP's bringing the **total per school year** to four (4) for the purpose of Professional Development and in-service.

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 in accordance with their regularly scheduled hours. Approval of additional hours/**time** over and above **the** regularly **scheduled** hours shall be **subject** to the approval of the appropriate Superintendent of Education 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 - POSTING OF VACANCIES AND TRANSFERS**

### 18:01 Permanent Vacancies

A permanent vacancy can be caused by, but not **limited to**, the creation of **an** additional position, and/or vacancies caused **by such** events as death, retirement, resignation, **discharge and transfer** and/or where a **temporary** vacancy due **to a** leave of absence or **illness** or a **WSIB claim extends** beyond **two** (2) years

### 18:02 Staffing ~~Process~~ to ~~Fill~~ Permanent Vacancies ~~For~~ The Following ~~School Year~~

18:02:1 The bargaining unit recognizes **the Board's** right to **transfer** employees to meet student needs **within** the **system**. The Board shall consult with the employee and the Bargaining Unit President or designate **before** the **transfer is initiated**.

18:02:2 Every employee requesting a transfer will submit their **transfer** request **form** to the Manager of **Human** Resources with a copy to their Principal, appropriate Superintendent of Education and the Bargaining Unit President. Employees may be allowed to **transfer** to another location if a vacancy in that location is present and, **in** the opinion of the Board, the student needs within the **system are** met. The Board **shall** consider knowledge, skill, ability and qualifications to perform the job when filling **transfer** requests. **An** employee may **also** identify that **their** transfer is to be considered only if **their** position is **eliminated**. A **transfer** request **can also** be used to **increase** hours and/or to decrease **hours**. Transfer requests **shall** be limited to three (3) requests on the **transfer** form.

18:02:2:1 A request for transfer does not give **an** employee **claim** to a transfer and the Board reserves the right to **transfer** employees to meet student needs **within** the **system**.

18:02:3 Applications for transfer will be accepted **from** April 1<sup>st</sup> up to and including April 30<sup>th</sup> each year and will be valid for staffing placements for the following **September**. **Any** application received after April 30<sup>th</sup> will not be considered. Transfer requests **will** be considered up to October 31<sup>st</sup>. In the event that the initial staffing process for the school year extends **beyond** October 31<sup>st</sup>, the parties **shall** meet to agree on **a** termination **date** for reviewing transfer requests.

18:03 Filling Permanent Vacancies After Transfer Requests Have Been **Filled** and Prior to **October 31<sup>st</sup>**

18:03:1 **When** a permanent vacancy **remains** after the transfer request process is completed, **the** Board **shall**, if it determines to **fill such** vacancy, post it **internally** for five (5) working days. The **posting will** contain the qualifications, location(s)

and closing **date** and time of **posting**. The **posting** will also **state** that no **late** applications **will** be accepted, including applications sent **through** Canada Post

18:03:2 No permanent employee covered by **this** Collective Agreement can apply for a **posted** position. Permanent employees **wishing** to **increase** hours from **half** time to **fill** time, **decrease** hours from **fill** time to half time and/or change work locations must **use** the transfer request process outlined in clause 18:01. **Internal** postings **will** only be open to **all** term, temporary and supply employees who are members of the bargaining **unit**

18:03:3 **Clauses** 18:03:1 and 18:03:2 will not be in **effect** as long as there are employees who have recall **rights** to **the** vacancy.

18:04 **Staffing** Process to Fill Permanent Vacancies Subsequent to **October 31<sup>st</sup>**

18:04:1 A temporary SSP will be **selected** by the Board to **fill** the position for the duration of the school year. First consideration **shall** be given to permanent SSP's who have indicated a desire to increase time on the **transfer** request form and where the **increase** in time **can** be accommodated with the SSP's current position. The Board **shall** consider knowledge, **skill**, ability and qualifications to perform the job when filling **transfer** requests. If the vacancy is to continue into the following school year, the position shall be filled in accordance with 18:02 or 18:03 above.

18:05 Staffing **Process** to **fill** Temporary Vacancies

18:05:1 Temporary vacancies created **by** approved leaves of absence including but not limited to, maternity leaves and **illnesses** will not be posted. A temporary SSP will be **selected** **by** **the** Board to fill the position for the duration of the leave.

18:06 **Other**

18:06:1 **An** employee **cannot** apply for or transfer to a new position if, during the past **six** (6) months, she/he **has** been under review in their current position or if she/he **has** been transferred for disciplinary reasons.

18:06:2 If no bargaining unit employee applies for the **posting** or, no bargaining unit employee is **qualified** to fill the vacancy, the Board may **post** the position **externally**.

18:06:3 **During** the transfer or **posting** process, a vacancy may be **filled** by the Board on an interim basis with a supply SSP.

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



- 19:02 Description
- (a) 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."
  - (b) It is understood that **not** more than **two (2)** Job-sharing situations may be in operation in any one school year.
  - (c) **Final** approval of Jobsharing situations **shall** be at the **discretion** of the Board, based on the recommendations of the Manager of Human **Resources**.
- 19:03
- (a) 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
  - (b) 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).
  - (c) All applicants will be notified in writing of the disposition of their **request**.
- 19:04 Conditions
- (a) 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
  - (b) 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:
- (a) **quits**;
  - (b) is discharged and is **not reinstated through** the grievance or arbitration procedure;
  - (c) 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;

- 20:01 (d) **has** been off work for a continuous period of more than twenty-four (24) months because of lay-off;
- (e) 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 (a) No permanent employee **shall** be disciplined or discharged without Just Cause.
- (b) It is understood that probationary employees **shall** be **subject** to a standard of lesser 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 When a disciplinary action, including a verbal warning, results in documentation being placed in the employee's personnel file, the employee and the Bargaining Unit president must be provided with a copy of such documentation

#### 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**.
- 22:02:1 When duties are required to be performed by Student Support Persons as representatives on a Joint Health and Safety **Committee**, those duties will be performed during the normal work day. The Board **shall** endeavour to replace the SSP when they are absent from work to **perform** these duties.
- 22:02:2 When the Ministry of Labour conducts an investigation following an incident involving a SSP member, the Bargaining Unit President shall be notified. It will be at the **discretion** of the Bargaining Unit Resident whether they attend the investigation
- 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*.

- 22:04 The Board shall provide SSP's, including temporary and/or ~~term~~ employees with the appropriate health and **safety** training as deemed necessary **by** the Board. Training requirements will be established **by** the Board with input from the Bargaining ~~Unit~~. Such training **shall** be conducted during regular working hours where possible. Where **such** training is scheduled outside of normal working hours, exclusive of any training that may be offered during a regular school vacation break, **such** time **shall** be considered **as** overtime. Overtime **shall** not apply when the employee **has** been called in for normal hours of work during **a** lay off period.
- 22:05 A Student Support ~~Person~~ **shall** administer medication only in accordance with Board **Policy** 1005.
- 22:06 The Board **shall** provide the Bargaining Unit Resident with copies of all accident reports ~~following a violent incident involving a SSP member.~~
- 22:07 The Board agrees no SSP member **shall** be required to work done or travel off of Board properly with **a** student who is identified as having a **potential** for violence.

#### ARTICLE 23 - JOB SECURITY

- 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.
- 23:02 No employee **shall** be laid off, *suffer* a reduction in the employee's **regularly** scheduled hours or be refused ~~recall~~ as a **direct** result of contracting out, the placement in the work place of co-op students, tutors, volunteers or participants in government funded work programs.

#### ARTICLE 24 - CRIMINAL BACKGROUND CHECKS

- 24:01 The Board **will** *ensure* that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the *Education A* d are **stored** in a **secure** location and in a completely confidential manner as **determined** by the Board. Access to **such** records and information **will** be strictly **limited to the** members of Senior Administration and the **Manager of Human Resources**. Individual Members or her/his designate **shall** have access to her/his own records should one exist

#### ARTICLE 25 - NO DISCRIMINATION

- 25:01 The parties agree that there **shall** be no interference, restraint, coercion or **discrimination** practiced ~~against~~ an employee on the **grounds of** SSP membership or **by** reason of race, **ancestry**, place of origin, colour, ethnic origin, citizenship, **creed**, sex, *sexual* orientation, age, marital **status**, familial **status** or handicap as set out in the *Human Rights Code*. It is not the **intent** of the clause to prevent the Board from instituting ~~mandatory retirement~~

**ARTICLE 26 - QUALIFICATIONS**

26:01 Members of this Bargaining Unit in the employ of the Board, ~~as~~ of the date of ratification, ~~shall~~ be deemed qualified to hold a Student Support Person ~~position~~. All SSP's subsequently hired by the Board ~~shall possess~~ a Child and Youth Worker or Developmental Services Worker diploma or other related post-secondary diploma recognized by the Board.

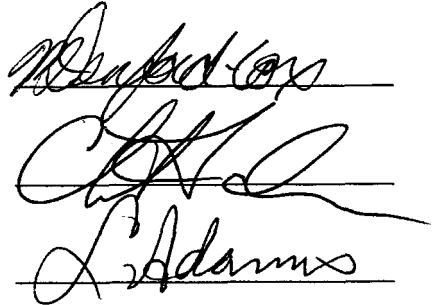
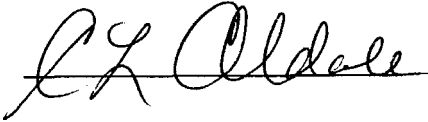
**ARTICLE 27 - EMPLOYEE EVALUATION POLICY**

27:01 Once a ~~policy~~ is in place, the Board will consult with the Union prior to making any ~~material~~ amendments to the ~~policy~~ which would ~~affect an~~ SSP Bargaining Unit member.

Signed in Thunder Bay, Ontario this 19<sup>th</sup> day of June, 2006.

Thunder Bay Catholic ~~District~~  
School Board

Authorized OSSIF Representative



LETTER OF UNDERSTANDING

BETWEEN

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

and

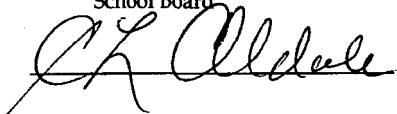
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
SSP BARGAINING UNIT DISTRICT 6A THUNDER BAY  
(the "Union")

Training For Lifting

The Board and the Union share a ~~mutual~~ commitment to ensuring that SSP's have appropriate training ~~from~~ a qualified professional when SSP's are required to perform or ~~assist~~ with a ~~lift~~. Accordingly, appropriate protocols will be established between the Board and the Union.

Signed in Thunder Bay, Ontario this 19<sup>th</sup> day of June, 2006.

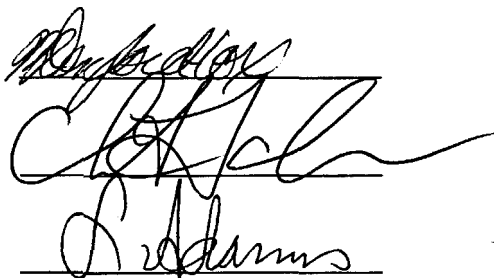
Thunder Bay Catholic ~~District~~  
School Board



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Authorized OSSTF Representative



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LETTER OF UNDERSTANDING

BETWEEN

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

and

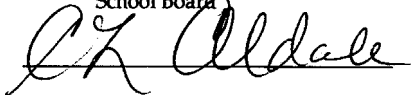
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
SSP BARGAINING UNIT DISTRICT 6A THUNDER BAY  
(the "Union")

Protection From Violence

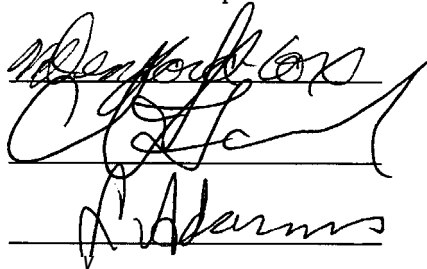
1. Issues with **respect** to the prevention and management of violence **shall** be dealt with **through** the **Labour** Management Committee. The parties may bring resource personnel to such meetings.
2. **Initial** discussions **shall take** place within **thirty** days following ratification of this Collective Agreement.
3. The committee **shall** make recommendations, where appropriate, regarding protocols to be followed in order to prevent and/or deal with violent situations.
4. The Board **shall** make reasonable efforts to implement any such recommendations prior to September 2006.

Signed in Thunder Bay, Ontario this 19<sup>th</sup> day of June, 2006.

Thunder Bay Catholic District  
School Board

  
\_\_\_\_\_  
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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")

Supervision

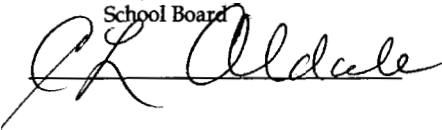
During negotiations, the SSP Bargaining Unit raised concerns regarding the supervision assignments in **particular**, the issue of assigning SSP's supervision of non-identified students. **As** a result of **such** discussion, the parties agreed

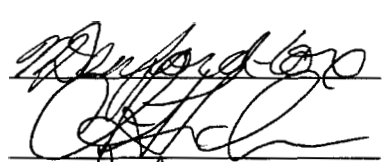
1. Where it is deemed **necessary** to **assign** supervision of non-special needs students to SSP's, the **Principal shall ensure** that such supervision shall be **assigned** equitably amongst the SSP's at that worksite.
2. A SSP shall not be **assigned** to replace an **absent** classroom teacher except for brief unscheduled absences.
3. Issues that may **arise** during the school year related to supervision assignments may be brought to the attention of the **Labour** Management Committee for consideration.

Signed in Thunder Bay, Ontario this 19<sup>th</sup> day of June, 2006.

Thunder Bay Catholic ~~District~~  
School Board

Authorized OSSIF Representative

  
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 J. Adams  
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