

COLLECTIVE AGREEMENT

-Between-

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

-Representing-



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C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees' Association (CTA/CAE) and the Ontario Secondary School Teachers' Federation (OSSTF/FEESO). The Council of Trustees' Associations (CTA/CAE) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OSSTF/FEESO is the designated employee bargaining agency. The CTA/CAE is composed of:

ACÉPO refers to the Association des conseils scolaires des écoles publiques de l'Ontario as the designated bargaining agency for every French-language public district school board.

AFOCSC refers to the Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.

OCSTA refers to Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.

OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C3.3 “Employee” shall be defined as per the *Employment Standards Act*.

C3.4 “Casual Employee” means,

- i. a casual employee within the meaning of the local collective agreement,
- ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work

C3.5 “Term Assignment” means, in relation to an employee,

- i. a term assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment.

C4.1 The CTA/CAE and OSSTF/FEESO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.





- ii. The central parties shall select a mutually agreed upon arbitrator.
- iii. The central parties may refer multiple grievances to a single arbitrator.
- iv. Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- v. The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

Commencing September 1, 2016 for employees hired on or after this date, all school boards will ensure that mandatory OMERS enrollment is extended to employees that meet the following three (3) criteria:
fills a continuing full-time position with the employer;
regularly works the employer's normal full-time work-week, defined as no less than thirty-two
(32) hours per week; and
regularly work at least ten (10) months of the year (including paid vacation).

Notwithstanding the above, employees hired prior to September 1, 2016 who meet the above three (3) criteria will be offered the opportunity to enroll in OMERS, commencing September 1, 2016.

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.

The full-time work year for all employees employed in EA and ECE job classes shall be a minimum of 194 work days to correspond with the school year calendar.

- a) In boards where no staffing committee exists, the employer will meet with the union to communicate the number of OSSTF/FEESO Education Worker FTE proposed for the coming school year, prior to the annual staffing process and subject to the approval of the board

budget. Prior to the meeting, the employer shall provide the union the projected FTE. Every effort shall be made to provide the information no later than 24 hours before the meeting.

Outside of the annual process either party may raise staffing issues at appropriate meetings as required.

- b) No surplus/layoff/redundancy declarations shall be made until such time as the union has been notified.
- c) Any release time required for this purpose will not be charged against local collective agreement federation release time.

The Parties have agreed to include in a historical appendix LOA #2 (Benefits) of the 2014-17 Agreement





Subject to paragraphs C12.1 d) i-vi below, full-time Employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

- v. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e)

- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f)

Notwithstanding the parameters outlined above, the following shall apply to Employees in a term assignment:

- i. Employees in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the

term sick leave provision and qualification of Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

OSSTF/FEESO education workers will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF/FEESO education workers, subject to program and operational needs, shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF/FEESO education workers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

A. Sick Leave Credit-Based Retirement Gratuities (where applicable)

1. An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
2. If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
 - (b)





The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

The parties agree to continue to participate in the Provincial Working Group -

adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each



The parties acknowledge the ongoing implementation of the children's Mental Health Strategy, the Special Needs Strategy, and other initiatives within the province of Ontario.

The parties further acknowledge the importance of initiatives being implemented within the provincial schools system including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

It is agreed and affirmed that the purpose of the initiatives is to enhance existing mental health and at risk supports to school boards in partnership with existing professional student services support staff and other school personnel. It is not the intention that these enhanced initiatives displace OSSTF/FEESO members, nor diminish their hours of work.



In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF/FEESO. This committee will be comprised of representatives from both parties and will include the Crown as a participant.

The committee's mandate will be to identify and discuss matters related to compliance with administrative issues which will include the following:

- Discuss member experience issues including new member data transfers;
 - Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
 - Identify and discuss any issues regarding information, data processing or member coverage;
 - Identify and discuss issues related to remittance payments;
 - Identify and discuss issues related to plan administrator inquiries; and
 - Identify other issues of concern to the CTA/CAE, school boards, the ELHT and the OSSTF/FEESO provincial and local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards.



amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province's transfer payment and accountability requirements.

-
- 3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.
 - 3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
 - 3.2.3 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
 - 3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
 - 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where

- b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than

- Date. Based on this reconciliation process, if the actual cost in the aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.
- f. On the Participation Date, for defined contribution plans, the board will contribute to the Trust, the FTE amount of \$5,075. In 2015-16, for Federation owned plans, if the following three conditions are met:
 - i) there is an in-year deficit,
 - ii) the deficit described in i) is not related to plan design changes,
 - iii) the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit. If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Board.
 - g. With respect to 3.2.9 (d) and 3.2.9 (f) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
 - h. With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
 - i. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
 - j. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
 - k. Funding previously paid under 3.2.9 (b), (d) and (e) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
 - l. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and the OSSTF Provincial Office.
 - m. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d) and (e) to the Plan's Administrator on or before the last day of each month.
 - n. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.

7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

Each Board may choose to provide to the Trustees of the OSSTF ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the OSSTF ELHT and the employer representatives:

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - iii. names;
 - iv. benefit classes;
 - v. plan or billing division;
 - vi. location;
 - vii. identifier;
 - viii. date of hire;
 - ix. date of birth;
 - x. gender;
 - xi. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act/ 2014*.

Definitions

- a) "casual employee" means,
 - i. a casual employee within the meaning of the local collective agreement,
 - ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
 - iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work
- b) "term assignment" means, in relation to an employee,
 - i. a term assignment within the meaning of the local collective agreement, or
 - ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

Common Central Provisions

- a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An employee who is eligible for such leave shall receive salary for a period immediately following the birth of her child,

for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay;

ii.



PART B

TERMS NEGOTIATED LOCALLY

BETWEEN

SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

AND

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION**

-Representing-

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

PART B - LOCAL Terms





L3.08 The Bargaining Unit shall notify the Board annually

- viii. Letter of Understanding: Child and Youth Workers
- ix. Letter of Understanding: Pay Equity Maintenance
- x. Letter of Intent: Attendance Support
- xi. Letter of Agreement – SEB
- xii. Letter of Agreement – New Job Class – IT Technologist

L3.15 The Board shall email the Bargaining Unit President a copy of each Personnel Report following adoption of the report by the Board.

L4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.

L4.02 All rights not expressly granted to employees hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement and relevant Acts and Regulations.

L5.01 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and

continued employment, become members of OSSTF within thirty (30) days of commencing employment with the Board.

- L6.03 On each pay date the Board shall deduct from each member who receives a cheque/deposit the OSSTF regular monthly dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- L6.04 The OSSTF dues deducted shall be forwarded to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. The payment shall be accompanied by a list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.
- L6.05 Any Bargaining Unit dues deducted shall be forwarded to the Treasurer of OSSTF District 6B, Superior North, no later than the fifteenth of the month following the date on which the deductions were made. The payment shall be accompanied by a list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.
- L6.06 OSSTF agrees to indemnify and save harmless any action against the Board resulting from such deductions authorized by the OSSTF and/or Bargaining Unit.

L7.01 The employer shall pay salaries and wages in accordance with the Salary Schedule, "SCHEDULE A", attached hereto and forming part of this Agreement.

L7.02 The employees covered by this agreement shall be paid twice a

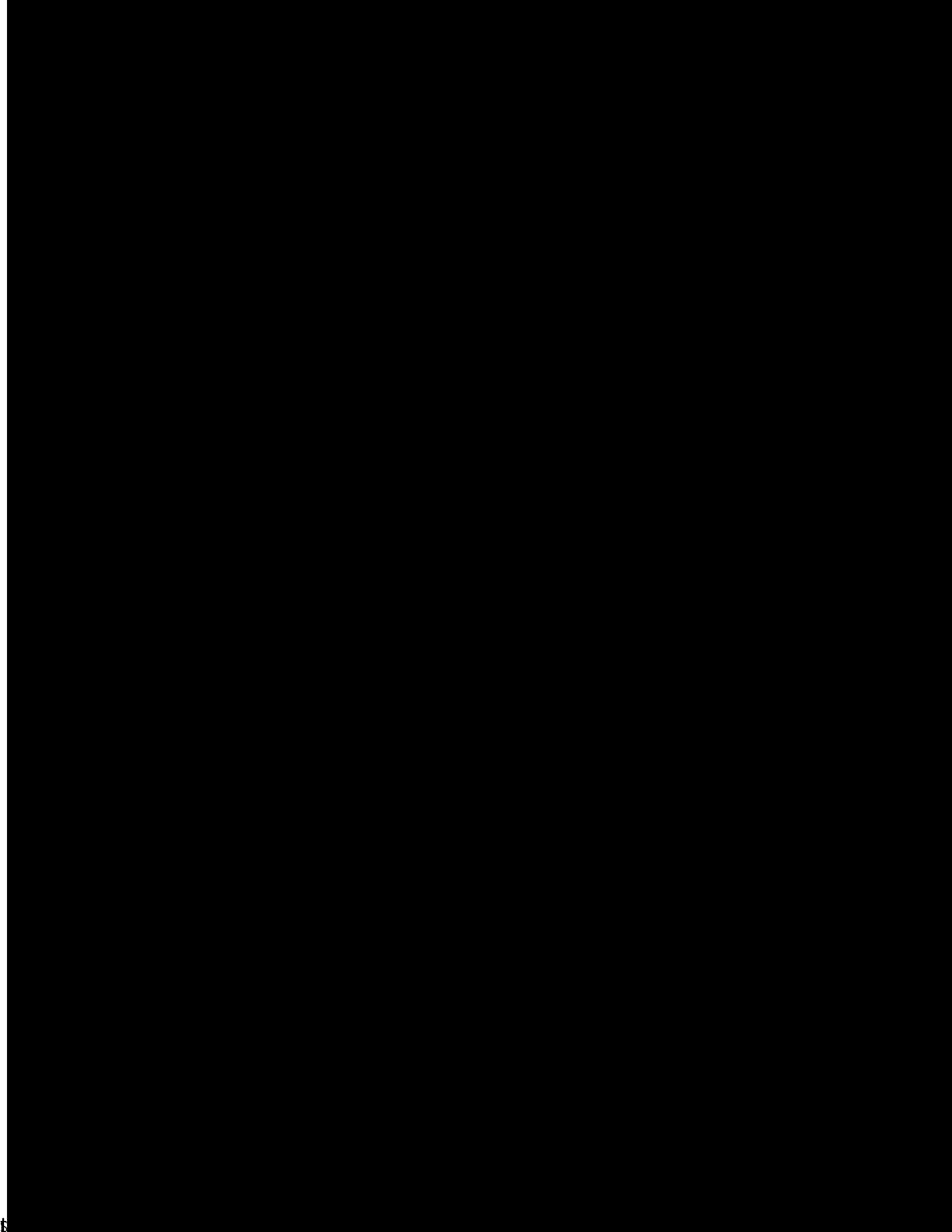


L8.02.2 A bargaining unit member may make a request to his/her principal that the letter of expectation be removed from his/her personnel file once the

the employer shall post a copy of an up-to-date seniority list in all work locations with members covered by this Collective Agreement. Any questions as to the accuracy of the seniority dates must be submitted within fifteen (15) working days of the posting of the









L11.09 Employees with recall rights, who are able to perform the duties of the position, shall

- iv. Designation on the volunteer township list may be reconsidered at the discretion of the support staff personnel individual, with advance notice to the Board;
- v. Reassignments within the school township will be assigned in the time period as required in the circumstances, but in any case, the work day shall not exceed the hours of work as defined in Article 16 (including any travel time between the school assignments).

L14.01 a) Subject to Article L14.02, all job vacancies within the bargaining unit shall be posted electronically





in L16.05 The Board shall provide fifteen (15) minute paid rest periods in the morning and in the afternoon for all

- L19.02 An employee will be notified in writing at the start of the school year in which a performance appraisal report will be completed for that employee.
- L19.03 a) In the school year in which the employee is to be appraised, supervisors shall communicate with the employee to review the procedure and outline performance expectations. Employees shall be granted a meeting to review the procedure and performance expectations, if one is requested. Such meetings shall occur before September 30th.
- b) An Interim Probationary Appraisal Report shall be completed no later than 60 days of active employment, with a final report prior to the end of the probationary period.
- L19.04 The employee shall be given an opportunity to initial or sign the report and add comments if the employee desires. The employee's initials or signature only indicate that the employee has read the report.
- L19.05 An employee shall have the right to OSSTF representation at the meeting held to discuss the report.
- L19.06 A report, which alleges that the employee's performance is unsatisfactory, shall outline the reasons and specific recommendations for improvements necessary to achieve a satisfactory outcome.
- L19.07 An employee in receipt of an unsatisfactory performance appraisal report shall be provided a reasonable time for improvement prior to a subsequent appraisal.

L19.09 Any disciplinary action resulting from a performance appraisal may be the subject of a grievance. Where such a grievance is filed, the entire appraisal process may be challenged notwithstanding the time limits in Article L21 - Grievance/Arbitration Procedure.

L20.01 No employees shall be disciplined, or discharged without just cause. Notwithstanding, the parties recognize the discipline, or discharge of a probationary employee shall be subject to a lesser standard of just cause.

L20.02 Employees shall be notified in writing of the grounds for discipline or discharge. The employee has the right to reply **to** such a report and that reply shall become part of the employee's personnel file.

L21.01 Definition:

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

L21.02 Informal Stage:

The employee,

consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be





such accommodations. Should the employee wish to exercise this right, the Bargaining Unit President will be informed of the date and time of the meeting and will attend or will appoint a designate to attend. Such representation will be secured within two (2) working days.

For WSIB matters, the accommodation meeting will take place as soon as possible and suitable modified work may be offered. If, due to th.0588 g0.88 G(.)JTJETQq0.00000912

- b) Each Child- \$10,000

- 3. Long Term Disability Insurance with a ninety (90) day waiting period.

- 4. Accidental Death and Dismemberment equal to \$150,000.

- 5. Medical Insur

the employee before the leave was granted subject to the layoff/recall provisions of this agreement.

L29.01 a) Employees may



L29.11 Pregnancy and Parental Leave

- L29.11.01 Pregnancy and Parental Leaves shall be in accordance with the *Employment Standards Act*.
- L29.11.02 Upon application from an employee on Pregnancy or Parental Leave, the Board may grant an extension to the leave of up to two (2) years. The return date shall be clearly stated prior to the commencement of the leave.
- L29.11.03 The employee shall be eligible to remain in the Benefits Group. For the period of the leave in excess of the statutory leave, the employee shall pay 100 % of the premium costs and shall not accumulated sick leave credits.

L29.12 Pregnancy Leave Benefits

Definitions

a) "casual employee" means,

- i. a casual employee within the meaning of the local collective agreement,
- ii. if clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. if clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work

b) "term assignment" means, in relation to an employee,

- i. a term assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment

Common Central Provisions

- a) The Employer shall provide for permanent employees and employees in term assignments who access such leaves, a SEB plan to top up their E.I. Benefits. An employee who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Employees in term assignments shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d)

the STLDP subject to meeting the requirements to provide acceptable





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- L36.01 Notwithstanding the administering of oral medication outlined in Policy/Program Memorandum 81, no employee shall be required to perform any medical or physical procedure on any pupil.
 - L36.02 The Board shall provide employees with training in order to ensure compliance with PPM81. The Board recognizes that it retains all legal responsibilities for the actions of employees who provide such a service.

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- L37.01 The Board and the Bargaining Unit shall form a joint advisory committee on professional development. The goal of the committee is to ensure that professional development is reflective of the employees' need to further enhance professional practice.
 - L37.02 The committee shall consist of an equal number of employees, as appointed by the Bargaining Unit President, and of Board representatives to a maximum of four (4) members in total.
 - L37.03 The committee shall meet a minimum of two (2) times per year.
year.

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or without modifications of this agreement, in accordance with the Ontario Labour Relations Act.

- L38.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 38.01, the parties shall meet within fifteen (15) days from giving of notice to commence negotiations for the renewal of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- L38.03 Except for error, inadvertence, or omissions, the Agreement shall form the basis for computing all salaries and other terms defined herein. Amendments (deletions or additions) to clauses defined herein shall be made only by mutual consent of the parties concerned in this Agreement and shall be subject to ratification by the parties





SCHEDULE A: SALARY SCHEDULE

OSSTF septembre 1, 2020 1.00%

Attache Educational Clerk, Payroll Clerk, Secretary

SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

Letterhead

Dear:

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

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

Income Tax: \$ _____

Other: \$ _____

Ontario Secondary School Teachers' Federation, Education Support Staff advises that you seek adviceJETQq0.00000912 0 612 792 reWñBT/F2 12.96 Tf1 0 0 1 238.7312.96 Tf1 0 0 1 101.66 4r188 gg0.0588



The Board and Union recognize the Workplace Violence and Harassment Management Guideline in place effective the date of September 1, 2012.

The Board will consult with the Union prior to making any material amendments to the Guideline.

The parties agree that prior to the implementation of any attendance support program that is to be applied to members of the bargaining unit, the Board will meet with the Union to provide opportunities for the union to comment upon the creation of the program.

Whereas the parties have agreed there is a particular specialized job class in which the pay rate is below the local market value assessment of the job class, the parties have agreed to the following, in accordance with Article C7.0 of the collective agreement:

1. The IT technologist will be placed at Level 5 of the salary grid and paid in accordance with Article L7.0 and the Salary Schedule, Schedule A
2. As permitted by the Pay Equity Act, Sec 8(1), the IT technologist will receive an additional salary adjustment according to the chart below:

Year	Levels Eff. Aug 31, 2019	Market Value Adjustment	IT Technologist
0	\$21.23	\$9.25	\$30.48
1	\$22.85	\$8.42	\$31.27
2	\$24.48	\$7.57	\$32.05
3	\$26.11	\$6.73	\$32.84
4	\$27.74		

****Salary Grid to reflect changes in the 2019-2022 Collective Agreement***

3. The position of IT Technologist will be posted internally to current Computer Technicians in accordance with Article 14 - Job Posting. Successful Computer Technicians will not be replaced.
4. Annually, upon request, the board will share market value information regarding the IT Technologist for the purpose of pay equity maintenance.