

COLLECTIVE AGREEMENT

between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

(hereinafter called the "OSSTF" or "Union")

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT OSSTF

DISTRICT 2 ALGOMA

EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD

(hereinafter called the "Bargaining Unit")

and

THE ALGOMA DISTRICT SCHOOL BOARD

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

September 1 2022

to

August 31 2026

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of 2 (two) parts: Central Terms and Local Terms.

C1.2 Implementation

- a) *Central Terms* may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent.

C1.3 Parties

- a) The Parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the Central Parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *School Boards Collective Bargaining Act*, and *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a Central Party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the Parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- 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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- 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.
- C4.2 The Parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4 The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.
- C4.5 The committee shall include four (4) representatives from OSSTF/FEESO and four (4) representatives from the CTA/CAE. The Parties agree that the Crown may attend meetings.
- C4.6 OSSTF/FEESO and CTA/CAE representatives will each select one co-chair.
- C4.7 Additional representatives may attend as required by each party.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the School Boards Collective Bargaining Act central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- i. A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- ii. The "Central Parties" shall be defined as the employer bargaining agency, comprised of: the Ontario Public School Boards' Association (OPSBA), l'Association des conseils scolaires des écoles publiques de l'Ontario (ACÉPO), l'Association franco-ontarienne des conseils scolaires catholiques (AFOCSC), Ontario Catholic School Trustees' Association (OCSTA), hereinafter the Council of Trustees' Associations (the "Council"), and the Ontario Secondary School Teachers' Federation, OSSTF/FEESO.
- iii. The "Local Parties" shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- iv. "Days" shall mean regular school days.

C5.2 Central Dispute Resolution Committee

- i. There shall be established a Central Dispute Resolution Committee (the "Committee"), which shall be composed of up to four (4) representatives of the employer bargaining agency, up to four (4) representatives of OSSTF/FEESO and up to three (3) representatives of the Crown.
- ii. The Committee shall meet at the request of one of the Central Parties. At the time of the request, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the Committee or either of the Central Parties has taken action in iii below.
- iii. The Central Parties shall each have the following rights:
 - a. To file a dispute as a grievance with the Committee.
 - b. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - c. To withdraw a grievance.
 - d. To mutually agree to refer a grievance to the local grievance procedure.
 - e. To mutually agree to voluntary mediation.
 - f. To refer a grievance to final and binding arbitration at any time.
- iv. The Crown shall have the following rights:
 - a. To give or withhold approval to any proposed settlement between the Central Parties.
 - b. To participate in voluntary mediation.
 - c. To intervene in any matter referred to arbitration.
- v. Only a Central Party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- vi. It shall be the responsibility of each Central Party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- vii. Each of the Central Parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 Language of Process

Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

Where such a dispute is filed:

- i. The decision of the committee shall be available in both French and English.
- ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

C5.4 Grievance Shall Include:

- i. Any central provision of the collective agreement alleged to have been violated.
- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii. A detailed statement of any relevant facts.
- iv. The remedy requested.

C5.5 Referral to the Committee

- i. Prior to referral to the Committee, the matter must be brought to the attention of affected Local Parties.
- ii. The Central Parties may engage in informal discussions of the disputed matter. Upon the request for informal discussions, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the discussions conclude.
- iii. Should the matter remain in dispute at the conclusion of the informal discussions, a Central Party shall refer the grievance forthwith to the Committee by written notice to the other Central Party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- iv. The Committee shall complete its review within 20 days of the grievance being filed.
- v. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the Central Party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- vi. All timelines may be extended by mutual consent of the Parties.

C5.6 Voluntary Mediation

- i. The Central Parties may, on mutual agreement, request the assistance of a mediator.
- ii. Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.
- iii. Timelines shall be suspended for the period of mediation.

C5.7 Selection of the Arbitrator

- i. Arbitration shall be by a single arbitrator.
- ii. The Parties shall select a mutually agreed upon arbitrator. The Central Parties shall consider equity, diversity and inclusion among the criteria for selecting an 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.

C6.00 EXTENDED MANDATORY ENROLLMENT IN OMERS (FOR EMPLOYEES NOT CURRENTLY ENROLLED)

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 workweek, 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.

C7.00 SPECIALIZED JOB CLASSES

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.

C8.00 WORK YEAR

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

C9.00 STAFFING COMMUNICATION

- 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.

C10.00 BENEFITS

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C10.1 ELHT Benefits

The Parties agree that, since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C10.2 Eligibility and Coverage

- a) Permanent and long-term assignment employees shall be eligible for benefits consistent with eligibility requirements as set out by the Trust. The OSSTF ELHT shall maintain eligibility for OSSTF represented education workers who have benefits. Education Workers who were eligible for benefits in the ELHT as of Aug 31, 2019 shall maintain their eligibility.

Daily and casual employees are not eligible, nor are other employees who do not meet the Trust's eligibility criteria.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF/FEESO-Education Workers (EW), who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C10.3 Funding

- a) The annual per FTE funding shall be as follows:

- i. September 1, 2022: \$5,712.00
- ii. September 1, 2023: \$5,769.12
- iii. September 1, 2024: \$5,826.82
- iv. September 1, 2025: \$5,885.08
- v. August 31, 2026: \$6,120.48

C10.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H- staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF ELHT in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.

- d) In the case of a dispute regarding the FTE used to determine the board's benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF/FEESO-EW. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.
- e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF education workers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out
 - ii. Divide i) by 225 days
 - iii. Multiply ii) by the number of strike or lockout days for OSSTF education workers at the school board.

C10.5 Benefits Committee

As per LOA #7, a benefits committee comprised of OSSTF/FEESO, the CTA/CAE, the Crown and OSSTF ELHT representatives shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C10.6 Privacy

The Parties agree to inform the OSSTF ELHT Administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C10.7 Benefits not provided by the ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 will remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for casual or term employees under the local collective agreement in effect as of August 31, 2014, the boards will continue to make a plan available with the same funding arrangement.

C10.8 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive a payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C10.9 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB**C11.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leave granted to an employee under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short-term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

C12.00 SICK LEAVE

C12.1 Sick Leave/Short Term Leave and Disability Plan

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible. Casual employees are not entitled to benefits under this article.

b) Sick Leave Days

Subject to paragraphs C12.1 d) i-v below, full-time Employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C12.1 d) i-v 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.

d) Eligibility and Allocation

The allocations outlined in paragraphs C12.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C12.1 d) i-v below.

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from

the previous school year's allocation. Access to the new allocation provided as per paragraphs C12.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at their full FTE without absence due to illness.

- iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

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

e) Short-Term Leave and Disability Plan Top-up

- 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) Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment

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 workdays 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 length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the employee shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third-party medical assessments required by the employer.

h) Pension Contributions While on Short-Term Disability

Contributions for OMERS Plan Members:

When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short 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.

C13.00 MINISTRY INITIATIVES

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 and resources.

The Crown will endeavour to provide an informational briefing to OSSTF and the CTA in the event of the implementation of significant new policy initiatives, such as the implementation of a new PPM, that are not brought to the Ministry Initiatives Committee. Such informational briefings may take place at the Ministry Initiatives Committee, or another forum, at any time, and may include other attendees at the discretion of the Crown.

C14.00 PROVINCIAL FEDERATION RELEASE DAYS

- 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.

APPENDIX A – RETIREMENT GRATUITIES

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 Employee's salary as of August 31, 2012.
3. If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out in accordance with subsection (2).
4. For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
5. For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have ten (10) years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Peterborough Victoria Northumberland and Clarington Catholic District School Board
 - vi. Hamilton-Wentworth Catholic District School Board
 - vii. Waterloo Catholic District School Board
 - viii. Limestone District School Board
 - ix. Conseil scolaire catholique MonAvenir
 - x. Conseil scolaire Viamonde

B. Other Retirement Gratuities

An employee is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: ☐ Yes ☐ No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence:

General Nature of Illness (*please do not include diagnosis*):

Date of Assessment:

dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)

Walking: ☐ Full Abilities ☐ Up to 100 metres ☐ 100 - 200 metres ☐ Other (<i>please specify</i>):	Standing: ☐ Full Abilities ☐ Up to 15 minutes ☐ 15 - 30 minutes ☐ Other (<i>please specify</i>):	Sitting: ☐ Full Abilities ☐ Up to 30 minutes ☐ 30 minutes - 1 hour ☐ Other (<i>please specify</i>):	Lifting from floor to waist: ☐ Full Abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: ☐ Full abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>please specify</i>):	Stair Climbing: ☐ Full abilities ☐ Up to 5 steps ☐ 6 - 12 steps ☐ Other (<i>please specify</i>):	☐ Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td>☐ Gripping</td> <td>☐ Gripping</td> </tr> <tr> <td>☐ Pinching</td> <td>☐ Pinching</td> </tr> <tr> <td>☐ Other (<i>please specify</i>):</td> <td>☐ Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	☐ Gripping	☐ Gripping	☐ Pinching	☐ Pinching	☐ Other (<i>please specify</i>):	☐ Other (<i>please specify</i>):
Left Hand	Right Hand										
☐ Gripping	☐ Gripping										
☐ Pinching	☐ Pinching										
☐ Other (<i>please specify</i>):	☐ Other (<i>please specify</i>):										

☐ Bending/twisting repetitive movement of (please specify):	☐ Work at or above shoulder activity:	☐ Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	☐ Yes ☐ No ☐ Yes ☐ No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Following Directions: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Decision- Making/Supervision: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Multi-Tasking: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	
Ability to Organize: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Memory: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Social Interaction: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Communication: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: ☐ 6-10 days ☐ 11- 15 days ☐ 16- 25 days ☐ 26 + days			Have you discussed return to work with your patient? ☐ Yes ☐ No	
Recommendations for work hours and start date (if applicable): ☐ Regular full time hours ☐ Modified hours ☐ Graduated hours			Start Date: dd mm yyyy	
Is patient on an active treatment plan?: ☐ Yes ☐ No				
Has a referral to another Health Care Professional been made? ☐ Yes (optional - please specify): _____ ☐ No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? ☐ Yes ☐ No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				
Completing Health Care Professional Name: (Please Print)				
Date:				
Telephone Number:				

Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

RE: Sick Leave

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.

LETTER OF AGREEMENT #2

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

RE: Job Security

The Parties acknowledge that education workers contribute in a significant way to student achievement and well-being.

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as of November 30, 2023. The FTE number is to be agreed to by the Parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
2. Effective as of the date of November 30 2023, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. School closure and/or school consolidation; or
 - d. Funding reductions directly related to services provided by bargaining unit members.
3. Where complement reductions are required pursuant to 2. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the funding reductions.
4. Notwithstanding the above, a board may reduce their complement through attrition. Attrition is defined as positions held by bargaining unit members that become vacant and are not replaced, subsequent to the date of November 30 2023.

5. Reductions as may be required in 2 above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs and ECEs
 - c. Administrative Personnel
 - d. Custodial Personnel
 - e. Cafeteria Personnel
 - f. Information Technology Personnel
 - g. Library Technicians
 - h. Instructors
 - i. Supervision Personnel (including child minders)
 - j. Professional Personnel (including CYWs and DSWs)
 - k. Maintenance/Trades
8. Any and all existing local collective agreement job security provisions remain.
9. This Letter of Agreement expires on August 30, 2026.

LETTER OF AGREEMENT #3

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

BETWEEN

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown/Couronne

RE: Provincial Working Group - Health and Safety

The Parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as updated November 7, 2018 and including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

LETTER OF AGREEMENT #4

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

RE: Additional Professional Development / Activity (PD/PA) Day

The Parties confirm that there will continue to be seven (7) PD/PA days per school year during the term of this collective agreement. There will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of the seventh PD/PA Day. For further clarity, the additional PD/PA Day will be deemed a normal workday. OSSTF/FEESO members will be required to attend and perform duties as assigned.

LETTER OF AGREEMENT #5

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

RE: Status Quo Central Items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo, unless modified by voluntary interest arbitration award. For further clarity, if language exists, the following items are to be retained as written in 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the School Boards Collective Bargaining Act.

1. Unpaid Leave Days (including Scheduled Unpaid Leave Plan)
2. Early Retirement Incentive Plan
3. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits
4. Working Conditions: staffing levels, work week and work year, excluding scheduling
5. Professional College Requirements
6. Preparation Time for job classes with classroom related duties
7. ECE Professional Judgement and Reporting
8. Online Learning / Hybrid Learning / Remote Learning
9. Employee Advocacy Program Funding
10. Paid Vacation
11. Paid Holidays (including statutory holidays)
12. Allowances/Premiums
13. ECE Grid
14. Salary adjustments for recruitment and retention of job classes

LETTER OF AGREEMENT #6

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown/Couronne

RE: Children's Mental Health, Special Needs and Other Initiatives

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.

LETTER OF AGREEMENT #7

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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.

LETTER OF AGREEMENT #8

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown

RE: Learning and Services Continuity and Sick Leave Usage Task Force

The Parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of OSSTF/FEESO and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. explore data and best practices relating to sick leave initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
 - a. utilization of the sick leave and short-term disability plans;
 - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

LETTER OF AGREEMENT #9

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown

RE: EW LTD Sub-Committee

Whereas there are varying models of Long-Term Disability (LTD) Insurance for OSSTF/FEESO Education Workers among Ontario's publicly funded School Boards with various levels of coverage, premiums, and payors;

And whereas the Parties wish to explore a provincial EW LTD plan that could result in efficiencies, the Parties agree:

1. Within thirty (30) days of a central agreement reached through ratification or arbitration award, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:
 - Up to two (2) selected by and representing the Crown;
 - Up to four (4) selected by and representing the CTA/CAE; and
 - Up to six (6) selected by and representing OSSTF/FEESO.
2. The sub-committee shall meet, on a without prejudice basis, to examine the feasibility of establishing an EW LTD insurance plan for OSSTF/FEESO Education Workers, with the goal of establishing efficiencies for the premium payors. The mandate of the committee is to establish if there are potential provincial EW LTD level plan(s) that would establish efficiencies for the premium payors as compared to the current individual plans. The subcommittee will also consider impacts of any changes on existing plans. The EW LTD Sub-Committee shall make a recommendation, by consensus, back to the Central Labour Relations Committee.

3. Any Party to the sub-committee may invite outside experts such as Eckler, OTIP, Manulife or others to provide support to the sub-committee.
4. Starting in the 2024-2025 school year, the sub-committee shall meet at least three (3) times per year during this collective agreement unless by mutual agreement.
5. The sub-committee shall make its recommendations to the Central Labour Relations Committee, no later than August 31, 2026.

LETTER OF AGREEMENT #10

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown

RE: Short Term Paid Leaves – Leave for Indigenous Practice/Days of Significance

The Parties agree that Short Term Paid Leaves (number of days) has been addressed at the central table and that the number of short term paid leave days shall remain status quo.

Usage of short term paid days remains available for local bargaining.

The Parties jointly agree to encourage local parties to consider adding the following language to existing short term paid leave provisions:

Indigenous employees may use existing short term paid leave:

- a. to vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work and/or
- b. for attendance at Indigenous cultural/ceremonial events.

LETTER OF AGREEMENT #11

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown

RE: Bereavement Leave

The local bargaining unit shall decide whether or not to insert the following into the local (Part B) collective agreement, with such language replacing existing bereavement language in its entirety:

Permanent Education Workers shall be provided with three (3) regularly scheduled workdays' bereavement leave without loss of salary or wages immediately upon the death of and/or to attend a funeral or other ceremony for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

LETTER OF AGREEMENT #12

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown

RE: Employee Mental Health

The Parties jointly recommend to the Provincial Working Group – Health and Safety (PWGHS) that Employee Mental Health be added as a standing item to the agenda.

LETTER OF AGREEMENT #13

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown

RE: Violence Prevention Health and Safety Training

Effective in the 2023-24 school year and in each subsequent year, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to employees. This shall include the following topics: Online Incident Reporting Software, and Notification of Potential Risk of Injury. Other possible topics may include: Prevention and De-escalation of Violence, Effective Risk Assessments and Safety Plan Development, Use of Truncated Student Safety Plan and General Safety Plan.

The Parties agree that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

LETTER OF AGREEMENT #14

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown

RE: Workplace Violence

The Parties acknowledge that school boards and supervisors are required to provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour, if the worker can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the worker to physical injury.

School Boards and supervisors must not disclose more personal information about a person with a history of violent behaviour than is reasonably necessary to protect workers from physical injury. For instance, workers may not need to know specific personal information, but will be provided with information on the measures and procedures to be followed as part of the workplace violence program in order to protect themselves.

In the case of student safety plans, procedures should be in place so that workers who work directly with the student have access to the student safety plan.

The Parties acknowledge that online reporting tools have been implemented by School Boards, as initiated by 2018:SB06, and the existing systems will be maintained.

By November 30 2023, school boards will recirculate the *Workplace Violence in School Boards: A Guide to the Law* (released in 2018 by the Ministry of Labour) to local health and safety committees.

LETTER OF AGREEMENT #15

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown

RE: Education Worker Diverse and Inclusive Workforce Committee

The Parties agree that should an Education Worker Diverse and Inclusive Workforce Committee continue to operate during the term of this agreement, OSSTF/FEESO will maintain a place at the Committee. If such committee ceases to operate, the Parties agree that they will establish a new Education Worker Diverse and Inclusive Workforce Committee. The mandate will be determined by the Parties.

LETTER OF AGREEMENT #16

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

AND

The Crown

RE: Central Items That Modify Local Terms

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. 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.

1.) Pregnancy SEB Language:

- a. Seniority and experience continue to accrue during Pregnancy leave.
- b. Employees living in Quebec and eligible for benefits under the QPIP, are also eligible for this SEB plan.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #9

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

RE: Status Quo Central Items as Modified by this Agreement

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*.

1. 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) Casual employees are not entitled to pregnancy leave benefits.
- e) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Permanent employees and employees in term assignments not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, March Break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time.
- h) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- i) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB Plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement:

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary 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. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, seventeen (17) weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional eleven (11) weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

Where a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave in the 2014-2017 collective agreement. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

For boards who did not have WSIB top-up prior to the MOU, status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of short term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For further clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. For clarity, those boards that had five (5) or less shall remain at that level. Boards that had five (5) or more days shall be capped at five (5) days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

Provisions with regard to short term paid leaves shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. An Employee is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.

The following language applies only to those employees eligible for the gratuity above:”
[insert current Retirement Gratuity language from local collective agreement]

5. Long Term Disability (LTD)

The Long Term Disability (LTD) waiting periods, if any, contained in the 2008-2012 collective agreement should be retained as written. However, to reflect current requirements, plans with a waiting period of more than 130 days shall cause the Short-Term Leave and Disability Plan to be extended to the minimum waiting period required by the plan.

PART B
TERMS NEGOTIATED LOCALLY
BETWEEN
ALGOMA DISTRICT SCHOOL BOARD AND
THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT OSSTF DISTRICT 2
ALGOMA
EMPLOYED BY THE ALGOMA DISTRICT SCHOOL BOARD

ARTICLE 1 PURPOSE

- 1.1 It is the purpose of this Agreement to set forth salary schedules, allowances, benefits, terms and conditions of employment and to provide a process for disposition of grievances for those employees of the Algoma District School Board covered by this Agreement.
- a) to establish and maintain mutually satisfactory relations between the Algoma District School Board and the Educational Support Staff of OSSTF, to set forth salaries, allowances, benefits, terms and conditions of employment; to provide for an ongoing means of communication between the Union and the Board, a process for disposition of grievances and the final settlement of disputes, and to establish and maintain terms and conditions of employment.
- 1.2 Both parties shall be bound by the legislation of Canada and the Province of Ontario.
- 1.3 For the purposes of administering this Agreement, geographic areas of the Board shall be defined as any work sites within the geographic areas covered by the following predecessor school boards:
- Central Algoma/ Sault Ste. Marie
 - Chapleau
 - Hornepayne
 - Michipicoten
 - North Shore

ARTICLE 2 RECOGNITION

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

ARTICLE 3 DEFINITIONS

- 3.1 "Employment Status" shall mean a Twelve-Month position or a position, which is Other-Than-Twelve-Months.
- 3.2 "FTE" shall mean full-time equivalent.
- 3.3 "Full-Time" shall mean thirty-five (35) hours per week.
- 3.4 "Casual Employee" shall mean an employee who is on the Board's Casual List and who is employed in a Casual or Long-Term Casual assignment in accordance with the terms of this Collective Agreement. A Casual employee may work full or part-time hours.
- 3.5 "Temporary Employee" shall mean an employee who fills a vacancy described in Article 20.70.
- 3.6 "Geographic Area" shall have the meaning set out in Article 1.3.
- 3.7 "Member" shall mean a member of the Ontario Secondary School Teachers' Federation.

- 3.8 “Other-Than-Twelve-Month Position” (OTTM) shall mean a Regular Bargaining Unit position to which an employee has been appointed and which is not a Twelve-Month position. Other- Than-Twelve-Month (OTTM) positions may be either full-time or part-time.
- 3.9 “Part-Time” shall mean less than thirty-five (35) hours per week.
- 3.10 “Party” shall mean the Ontario Secondary School Teachers’ Federation and/or the Algoma District School Board.
- 3.11 “Pay Level” shall mean a cluster of job classifications, which have the same hourly rate.
- 3.12 “Probationary Employee” shall mean an employee who has been appointed to a Regular Bargaining Unit position and who is serving the probationary period as set out in Article 8.
- 3.13 “Regular Bargaining Unit Employee” shall mean an employee appointed to a Regular Bargaining Unit position. A Regular Bargaining Unit employee may be a probationary employee or an employee who has completed the probationary period.
- 3.14 “Regular Bargaining Unit Position” shall mean any Bargaining Unit position excluding casual work as defined in this Agreement. A Regular Bargaining Unit position may be Twelve- Month or Other-Than-Twelve-Month.
- 3.15 “Twelve-Month Position” shall mean a Regular Bargaining Unit position to which an employee has been appointed and is required to work twelve (12) months of the year. A Twelve-Month position may be either full-time or part-time.
- 3.16 Bargaining Unit Levy(ies) shall mean the amount that is deducted from each member’s pay cheque and remitted to the Treasurer of OSSTF District 2 Algoma on behalf of the Bargaining Unit.
- 3.17 Union Dues shall mean the amount, which is deducted from each member’s pay and remitted to the Provincial Treasurer, OSSTF.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The Board shall not discriminate against, interfere with, restrict or coerce any member because of the member’s membership in the Union.
- 4.2 Subject to the Acts and Regulations of the Province of Ontario and except as expressly modified by this Collective Agreement, the Board retains all rights and prerogatives of management including but not restricted to:
- a) the right to hire, assign, appoint, suspend, promote, classify, transfer, or lay-off employees, and create and/or remove positions;

- b) the right to make, alter from time to time, and enforce practices and procedures to be observed by employees. Such practices and procedures shall not be contrary to the terms of this Agreement. Prior to any exercise of this right which would change a practice or procedure, the Board shall notify the Bargaining Unit President;
- c) the right to determine the qualifications, duties and responsibilities of positions;
- d) the right to discipline, demote or discharge an employee for just cause. The parties agree that a lesser standard of just cause shall apply to probationary employees.

ARTICLE 5 UNION SECURITY

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

ARTICLE 6 UNION DUES

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

P6B 3G1 no later than the fifteenth of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, their salary or wage rate, their wages for the period, the amounts deducted, the status of any casual employees and the number of hours worked per week of all other employees.

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

ARTICLE 7 UNION RIGHTS

- 7.1 The Board shall provide bulletin board space in an appropriate location in each workplace for the use of the Union for the purpose of posting Union or Bargaining Unit notices and information for members.
- 7.2 The Board shall advise all new employees that a Collective Agreement is in effect and shall advise the employee of the name and telephone number of the Union representative(s) designated by the Union in 7.3 below, and shall inform the employee where to locate the electronic Agreement on the Board's website.
- a) The Board will supply all present employees with an electronic copy within thirty (30) days of signing the final agreement with a printed copy to follow.
 - b) The parties agree that the cost of the printed collective agreements shall be shared equally by the Board and the Union.
- 7.3 The Bargaining Unit shall notify the Board in writing, and keep the Board updated in a timely manner, of the names of its representatives as follows: Officers; Bargaining Committee members; Grievance Committee members; and any other relevant representatives elected or appointed to act on the Union's behalf.
- 7.4 Upon request to a Human Resources employee, the Executive of the Bargaining Unit shall be provided with a list of employees in the Bargaining Unit. The list will contain the employee's name, work location, job classification, home address, email address, and telephone number (if available). The Union agrees to indemnify and save the Board harmless in regard to any complaints, suits or liability as a result of providing the above information to the Bargaining Unit.
- 7.5 Meetings With Members
- (a) Union representative(s) shall be allowed to confer with individual member(s) on the

Board's premises outside of paid working hours.

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

7.6 Human Resources Personnel Files

- (a) There shall be only one H.R. file for each member retained by the Board. Such H.R. file shall be located in the Human Resources Department of the Board.
- (b) Upon request, Bargaining Unit employees shall have access to Human Resources personnel file during normal office hours and in the presence of a Board designated representative.

The employee may authorize, in writing, a Union representative to access the file and/or the employee may be accompanied by a Union representative who shall have access to the file.

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

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

- f) Documents contained in the Human Resources personnel file of a disciplinary nature and all supporting documents shall be removed from these files two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment, or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the

Board will remain in the Human Resources personnel file.

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

7.8 Member Rights to OSSTF Representation

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

7.9 Discipline and Discharge

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

ARTICLE 8 PROBATIONARY PERIOD

- 8.1 Upon appointment to a regular Bargaining Unit position, newly-hired employees or employees recruited from a casual list shall serve a probationary period of sixty (60) days worked. The Board may require an employee who has been absent from work during the probationary period to work additional days equal to the number of days absent in order to complete probation.

- 8.2 Where an employee's probationary period is interrupted for a promotion, the employee's probationary period may be extended by thirty (30) working days.
- 8.3 If an employee is unable to complete the sixty (60) day probationary period due to an approved statutory leave, then their Seniority Date for staffing purposes will be the first day of permanent employment. The employee will be required to complete the full sixty (60) day probationary period upon their return from statutory leave.

ARTICLE 9 CONTRACTING OUT

- 9.1 The Board shall not contract out work or services normally performed by Bargaining Unit members.

The Union agrees that the above shall not apply to current scenarios with respect to existing user or shared services agreements or the renewal thereof, nor shall it apply in an emergency situation where no Bargaining Unit member is available to perform this work.

- 9.2 Student Co-op placements, or other student work experience placements, or volunteers will not result in the lay off of Bargaining Unit members nor will it lessen the regularly scheduled hours of work for Bargaining Unit members.
- 9.3 The Board agrees that no Bargaining Unit work shall be performed for the Board under the auspices of an "Ontario Works" program.

ARTICLE 10 SENIORITY

General

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

days of the posting of the lists. Failure to dispute accuracy of the list, in writing, within the specified time frame, shall result in the seniority list being deemed to be correct. For the purposes of this clause, "School Day" means a day in the school year designated for students in the Algoma District School Board.

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

10.2 Interruption in Service

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

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

10.3 Promotion to Temporary Non Bargaining Unit Vacancies

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

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

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

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

10.4 Seniority List

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

Noon Hour Assistants

10.5 Seniority List:

- a) A separate master seniority list will be maintained by the Board for Noon Hour Assistants who are appointed to Regular Bargaining Unit positions.

- b) The master seniority list shall be arranged from the most senior to the most junior employee by school and shall show each employee's name, seniority ranking, occupational classification and hours per week. Probationary employees shall appear on the list with an asterisk (*).
- c) Such list shall be provided to the Bargaining Unit President by November 30th of each year.

10.6 Lay Off

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

ARTICLE 11 SALARY SCHEDULE

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

Salary Schedule A - Effective September 1, 2022

Pay Level	Job Classification	Status	Start	After 1 Year	After 2 Years
1	Courier	OTTM	20.54	21.38	22.21
1	Noon Hour Assistant	OTTM			
2	Data Entry Operator	12 MO	23.28	24.09	24.92
2	Secretary/Receptionist	12 MO			
3	Library Technician – Elementary	OTTM	23.36	24.16	25.00
3	Program Secretary – Spec. Ed.	OTTM			

3	Program Secretary – Health & Safety	OTTM			
3	Library Technician - Secondary	OTTM			

4	Elementary Secretary	OTTM	24.20	25.01	25.84
4	Program Secretary – Con.Ed.	12 MO			

5	BAS Clerk	12 MO	25.13	26.05	26.80
5	EA/Intramural Facilitator	OTTM			
5	Educational Assistant	OTTM			
5	Information Processing Clerk	12 MO			
5	Program Secretary (Co-op)	OTTM			
5	Purchasing Secretary	OTTM			
5	Program Secretary AEC	12 MO			
5	Plant Clerk	12 MO			

6	Financial Accounting Clerk	12 MO	27.00	27.82	28.61
6	Payroll Records Clerk	12 MO			
7	Adult Ed Secretary	12 MO	28.24	29.07	29.87
7	Adult Ed Secretary	OTTM			
7	Coordinating Secretary	OTTM			
7	Senior Secretary - Secondary	12 MO			
8	Electronic Technician	12 MO	29.99	30.83	31.63

9		12 MO	31.51	32.34	33.16
10	Interpreter/EA	OTTM	37.39	37.56	39.05

Salary Schedule B - Effective September 1st, 2023

Pay Level	Job Classification	Status	Start	After 1 Year	After 2 Years
1	Courier	OTTM	21.54	22.38	23.21
1	Noon Hour Assistant	OTTM			
2	Data Entry Operator	12 MO	24.28	25.09	25.92
2	Secretary/Receptionist	12 MO			

3	Library Technician – Elementary	OTTM	24.36	25.16	26.00
3	Program Secretary – Spec. Ed.	OTTM			
3	Program Secretary – Health & Safety	OTTM			
3	Library Technician - Secondary	OTTM			

4	Elementary Secretary	OTTM	25.20	26.01	26.84
4	Program Secretary – Con.Ed.	12 MO			

5	BAS Clerk	12 MO	26.13	27.05	27.80
5	EA/Intramural Facilitator	OTTM			
5	Educational Assistant	OTTM			

5	Information Processing Clerk	12 MO			
5	Program Secretary (Co-op)	OTTM			
5	Purchasing Secretary	OTTM			
5	Program Secretary (AEC)	12 MO			
5	Plant Clerk	12 MO			

6	Financial Accounting Clerk	12 MO	28.00	28.82	29.61
6	Payroll Records Clerk	12 MO			

7	Adult Ed Secretary	12 MO	29.24	30.07	30.87
7	Adult Ed Secretary	OTTM			
7	Coordinating Secretary	OTTM			
7	Senior Secretary - Secondary	12 MO			

8	Electronic Technician	12 MO	30.99	31.83	32.63
9		12 MO	32.51	33.34	34.16
10	Interpreter/EA	OTTM	38.39	38.56	40.05

Salary Schedule C - Effective September 1st, 2024

Pay Level	Job Classification	Status	Start	After 1 Year	After 2 Years
1	Courier	OTTM	22.54	23.38	24.21
1	Noon Hour Assistant	OTTM			
2	Data Entry Operator	12 MO	25.28	26.09	26.92

2	Secretary/Receptionist	12 MO			
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3	Library Technician – Elementary	OTTM	25.36	26.16	27.00
3	Program Secretary – Spec. Ed.	OTTM			
3	Program Secretary – Health & Safety	OTTM			
3	Library Technician - Secondary	OTTM			

4	Elementary Secretary	OTTM	26.20	27.01	27.84
4	Program Secretary – Con.Ed.	12 MO			

5	BAS Clerk	12 MO	27.13	28.05	28.80
5	EA/Intramural Facilitator	OTTM			
5	Educational Assistant	OTTM			
5	Information Processing Clerk	12 MO			
5	Program Secretary (Co-op)	OTTM			
5	Purchasing Secretary	OTTM			
5	Program Secretary (AEC)	12 MO			
5	Plant Clerk	12 MO			

6	Financial Accounting Clerk	12 MO	29.00	29.82	30.61
6	Payroll Records Clerk	12 MO			

7	Adult Ed Secretary	12 MO	30.24	31.07	31.87
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7	Adult Ed Secretary	OTTM			
7	Coordinating Secretary	OTTM			
7	Senior Secretary - Secondary	12 MO			

8	Electronic Technician	12 MO	31.99	32.83	33.63
9		12 MO	33.51	34.34	35.16
10	Interpreter/EA	OTTM	39.39	39.56	41.05

Salary Schedule D - Effective September 1st, 2025

Pay Level	Job Classification	Status	Start	After 1 Year	After 2 Years
1	Courier	OTTM	23.54	24.38	25.21
1	Noon Hour Assistant	OTTM			
2	Data Entry Operator	12 MO	26.28	27.09	27.92
2	Secretary/Receptionist	12 MO			

3	Library Technician – Elementary	OTTM	26.36	27.16	28.00
3	Program Secretary – Spec. Ed.	OTTM			
3	Program Secretary – Health & Safety	OTTM			
3	Library Technician - Secondary	OTTM			

4	Elementary Secretary	OTTM	27.20	28.01	28.84
4	Program Secretary – Con.Ed.	12 MO			

5	BAS Clerk	12 MO	28.13	29.05	29.80
5	EA/Intramural Facilitator	OTTM			
5	Educational Assistant	OTTM			
5	Information Processing Clerk	12 MO			
5	Program Secretary (Co-op)	OTTM			
5	Purchasing Secretary	OTTM			
5	Program Secretary (AEC)	12 MO			
5	Plant Clerk	12 MO			

6	Financial Accounting Clerk	12 MO	30.00	30.82	31.61
6	Payroll Records Clerk	12 MO			

7	Adult Ed Secretary	12 MO	31.24	32.07	32.87
7	Adult Ed Secretary	OTTM			
7	Coordinating Secretary	OTTM			
7	Senior Secretary - Secondary	12 MO			

8	Electronic Technician	12 MO	32.99	33.83	34.63
9		12 MO	34.51	35.34	36.16
10	Interpreter/EA	OTTM	40.39	40.56	42.05

11.2 An employee in a Regular Bargaining Unit position on the date of ratification whose hourly rate is less than the hourly rates on the salary schedules described in Article 11.1 shall be placed at the hourly rate of pay for the applicable job classification and increment level effective September 1, 1999.

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

11.4 Rate of Pay:

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

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

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

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

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

- b) No newly hired employee shall be hired at a salary higher than that paid to an incumbent employee in the same position or pay level, having the same or equivalent qualifications and experience.
- c) The rate of pay for a casual employee shall be the start rate on the salary schedule for the job classification in which the casual is employed.
- d) Upon appointment to a higher paid job classification, an employee shall be placed on the salary grid for the new position at the Start Rate. Notwithstanding the foregoing, the employee shall be placed at the lowest grid step for the classification which provides an increase in the employee's hourly rate.

- e) If an employee posts into a Temporary position then posts into the same Regular position with no break in service, they shall be placed on the salary grid recognizing experience in that position.

11.5 Method of Pay:

- a) The current payroll schedules shall continue in effect until August 31, 2022.
- b)
 - i) Employees shall be paid on a bi-weekly pay schedule.
 - ii) Noon Hour Assistants shall submit timesheets on the Friday following each pay period end date and shall be paid on the next scheduled pay date for those hours worked.
- c) Where a pay falls on a statutory holiday, the Board shall pay employees on the last regular banking day prior to the statutory holiday.
- d) In the event of an overpayment of salary, the amount of overpayment shall be repaid to the Board through a mutually acceptable schedule of repayment.
- e) In the event of an underpayment of salary by the Board, the amount of underpayment shall be included in the pay of the employee on the next regularly scheduled pay date, provided there is sufficient time to input the change to payroll.
- f) The Board shall provide direct deposit of salary for all employees covered by this Collective Agreement to a bank or credit union within the jurisdictional area of the Board, according to the employee's choice. The onus shall be on the employee to provide the Board with the necessary banking information in a timely fashion in order that the employee may be paid.
- g) Individual payroll information shall be available electronically.

ARTICLE 12 WORKING CONDITIONS

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

12.2 Work Year

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

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

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

b) Noon Hour Assistants

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

c) Office, Clerical and Technical Employees

Elementary Secretaries:

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

Coordinating Secretaries

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

All Other School Secretaries and Library Technicians:

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

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

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

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

- 12.3 An employee who is unable to report to work at the regularly scheduled time must notify the immediate supervisor by 7:00 a.m. Notwithstanding the foregoing, in emergency situations the immediate supervisor shall be notified as soon as possible. When advising the immediate supervisor of an impending absence, the employee will give a reason for the absence and an estimate of the duration if possible.

12.4 Days and Hours of Work

a) Office, Clerical and Technical

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

Notwithstanding the above, the following shall apply:

- i) effective the commencement of the 2000/2001 school year secondary clerical positions will be either 17.5 hours per week or 35 hours per week.
- ii) effective the commencement of the 2000/2001 school year, the Board will create no new elementary clerical positions of less than twenty-five (25) hours per week and all elementary clerical positions of less than twenty-five (25) hours per week will become assignments of a minimum of twenty-five (25) hours per week with the exception of Rockhaven, which shall remain at the number of hours allotted per week during the 1999/2000 school year.

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

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

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

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

Notwithstanding the above, effective commencement of the 2000/2001

school year

Educational Assistants shall work either three (3) hours per day or six (6) hours per day.

c) Noon Hour Assistants

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

d) Interpreter/EA

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

12.5 Lunch

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

12.6 Emergencies

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

12.7 Summer Months

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

12.8 Overtime

- a) Overtime shall require the prior written authorization of the employee's immediate supervisor. In emergencies, verbal requests confirmed later in writing will be acceptable. Overtime will be kept to a minimum, however employees will cooperate in meeting operational needs where overtime is required. Reasonable notice shall be provided to employees who are being requested to work overtime.
- b) Hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be considered overtime and shall be paid for on the basis of one and one-half (1½) times the employee's normal rate of pay. Payment for time worked by an employee on a Recognized Holiday shall be in accordance with Article 18

(Recognized Holidays).

- c) The Board shall pay an employee overtime pay or time in lieu at 1½ times the member's regular rate of pay for each overtime hour worked. The employee shall indicate their preference for compensation of overtime whether paid out or taken as time in lieu in writing to the supervisor at the time of overtime authorization. The paid time or in lieu of paid time shall be taken within 3 months of the work week in which the overtime was earned, or as mutually agreed to by the member and the supervisor. In the event that such time cannot be taken, then overtime may be accumulated until the end of the school year in which it was earned. Unpaid overtime at the end of the school year shall be paid out.

12.9 Call Out

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

12.10 Automobile Allowance

- a) A member who is required to travel from one worksite to another during their workday, shall be considered itinerant and shall be reimbursed at the travel rate in accordance with Board policy.
- b) Employees required to operate their automobile in the course of their employment, including board banking and purchasing supplies, shall be reimbursed at the travel rate in accordance with Board policy.

12.11 School Closure

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

12.12 Personal Use of Vehicle

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

12.13 Professional Development

The Board agrees that the Bargaining Unit will have an opportunity to provide input into

professional development and training through the Labour Management Committee.

12.14 Supervision of Students

Office, Clerical or Technical Employees (including school secretaries and library technicians) shall not be assigned direct supervision of students. Educational Assistants are expected to assist in the supervision of students, under the direction of the designated supervisor. The parties agree that the issue of student supervision shall be discussed at the Labour Management Committee when necessary, with the objective of providing clarity to the system.

ARTICLE 13 RESIGNATION AND RETIREMENT

13.1 An employee shall be required to give the Board a minimum of two (2) weeks written notice prior to the employee's effective date of resignation or retirement. It is recommended that the employee provides six (6) weeks written notice prior to retirement. Waiving of the two (2) week notice period shall not be unreasonably withheld in extenuating circumstances.

13.2 Whenever possible, all vacation time owing shall be scheduled prior to the date of retirement. In the event that operational requirements prevent the scheduling of all vacation time owing prior to the employee's planned retirement date, remaining vacation owing shall be paid out no later than the next scheduled pay date immediately following retirement.

ARTICLE 14 SICK LEAVE

14.1 Noon Hour Assistants in a Regular Bargaining Unit position in the former North Shore Board of Education as of the date of ratification will be entitled to ten (10) days sick leave per work year, with one (1) day equal to the number of hours worked per day by that employee. Such days shall not be accumulative.

14.2 For the purpose of this plan:

- a) A fraction of an hour shall be rounded up to the nearest half hour.
- b) Sick leave shall continue to accumulate during paid leaves of absence, statutory Pregnancy and Parental Leaves and paid leaves for Union

business.

- c) Except as otherwise provided in this Agreement, an employee will neither be eligible to accumulate nor to make use of sick leave credits while not actively employed by the Board. Sick leave credits shall be maintained at the level accumulated immediately prior to the commencement of the absence.
- d) Once an employee's sick leave credits have expired, no salary payments or further accumulation of sick leave credits shall occur until the employee returns to work as per Article C12.0 Sick Leave in the Central Terms of the Collective Agreement. Board payment of applicable benefit premiums shall be continued until the end of the next following month after the utilization of all sick leave credits.
- e) An employee on sick leave, WSIB or LTD shall not work or be employed elsewhere, unless in extenuating circumstances where the Board has granted permission.

14.3 For all other sick leave information refer to Article C12.0 Sick Leave in the Central Terms of the Collective Agreement.

14.4

- a) Medical absences of an employee which exceed five (5) consecutive working days may require medical documentation from a medical practitioner (for example, physician, physiotherapist, nurse practitioner, chiropractor or natural path) upon return to duties, if the Board so requests. The Board shall reimburse the employee for the cost of the requested medical certificate of illness.
- b) The Board, at its expense reserves the right to have the employee submit a medical documentation satisfactory to the Board, regardless of the duration of the illness.

ARTICLE 15 BENEFITS

The following language in Article 15- Benefits, in conjunction with the District 2 Algoma OSSFT-Educational Support Staff Benefit Plan, shall no longer be in effect on the date in which the Algoma District School Board commences participation in the Trust as outlined in C10.00- Benefits, Letter of Agreement #2 and any and all applicable Central Language.

15.1 Effective September 1, 2010 the following benefit plans and conditions will prevail unless superceded by a new Collective Agreement.

Enrolment in Plans

- a) Long-Term Disability:
- i) Regular Bargaining Unit employees working thirty-five (35) hours per week will be enrolled in the Group LTD plan as of the first day of work unless they sign a waiver form. Details of the plan are set out in Article 15.10.
 - ii) Regular Bargaining Unit employees working fifteen (15) hours per week or more and less than thirty-five (35) hours per week will have access to a Group LTD insurance plan at employee expense. Participation in the plan shall be compulsory for eligible employees who are hired subsequent to June 30, 2001. Details of the plan are set out in Appendix A.
 - iii) Employees working less than fifteen (15) hours per week shall not be eligible for LTD coverage.
- b) Except as otherwise provided in this Agreement, casual employees shall not be entitled to benefit coverage regardless of the number of hours worked in an assignment.

15.1 Long-Term Disability Plan for Full-Time Employees

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

- Benefit amount of 70% (Part-time employees) to 75% (Full-time Employees) of monthly earnings with a maximum monthly benefit of \$3000
- Board owned and administered plan
- mandatory for new employees
- availability of benefit subject to insurance carrier approval and not the responsibility of the Board
- elimination period for LTD benefits of one hundred and eighty (180) calendar days
- benefit termination age 65
- definition of disability: 12 month review
- COLA 0%

ARTICLE 16 RETIREMENT GRATUITY

Refer to Appendix A – Retirement Gratuities of the Central Language

- 16.1 Retirement Gratuity provisions in predecessor collective agreements in North Shore and Central Algoma shall continue to apply to employees covered by the provisions of these predecessor collective agreements as at the day prior to ratification of this Collective Agreement. Employees of the predecessor Sault Ste. Marie Board of Education whose entitlement to a retirement gratuity is grandparented shall continue to be entitled to those grandparented provisions.
- 16.2 The parties shall develop a list of those employees entitled to a retirement gratuity and a Letter of Understanding setting out the names of these employees which shall be appended to and form part of this Collective Agreement and an individual letter shall be placed in each employee's file.

ARTICLE 17 PENSION ENTITLEMENT

- 17.1 Continuous Full-Time Employees
 - a) All "Continuous Full-Time Employees", as defined by the OMERS Regulations, who were hired prior to the date of ratification of this Collective Agreement must enroll in OMERS or continue participation in the OMERS plan.
 - b) All "Continuous Full-Time Employees", as defined by the OMERS Regulations, who are hired subsequent to the date of ratification of this Collective Agreement must enrol in OMERS upon employment with the Algoma District School Board.
- 17.2 Other Than Continuous Full-Time Employees
 - a) Current employees who are "Other Than Continuous Full-Time Employees", as defined by the OMERS Regulations, who were hired prior to the ratification of this Collective Agreement and who were previously covered under the predecessor collective agreement between the North Shore Board of Education and OSSTF and who were enrolled in OMERS, shall have their participation in OMERS grandparented.
 - b) All other employees, who are "Other Than Continuous Full-Time Employees", as defined by the OMERS Regulations, may enroll in OMERS

subject to OMERS Regulations. The Board shall notify, at the end of each calendar year, those employees who qualify for participation in OMERS. Enrolment documents shall be provided to these employees by the board. Employees who qualify for enrolment in OMERS and who choose not to enroll shall be required to sign a waiver.

17.3 General

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

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

ARTICLE 18 RECOGNIZED HOLIDAYS

18.1 Regular Employee (excluding Noon Hour Assistants)

a) Regular Twelve-Month Employees

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

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

b) Regular Other-Than-Twelve-Month Employees

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

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

c) The work day on December 24 and December 31 will be shortened by one-half (½) without loss of pay for regular employees.

d) Each regular employee shall be entitled to one (1) floating holiday per calendar year. Entitlement shall begin after the member's probationary period. Employees employed on a less than full time basis shall have this holiday pro-rated. Such day is to be scheduled at a date agreed to by the member and the member's supervisor. Such request shall not unreasonably be denied

18.2 Regular Noon Hour Assistants

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

- New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Thanksgiving Day, Christmas Day, Boxing Day; and Labour Day. The Board will

be in compliance of Employment Standards Act.

18.3 Casual Employees

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

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

18.4 General

- a) Part-time employees will receive the employee's regular part-time rate for the paid holidays to which they are entitled.
- b) When any Recognized Holiday falls on an employee's normally scheduled day off, the work day immediately prior to the holiday or work day immediately after the holiday may be declared by the Board in lieu thereof. If the schools remain in session, the day will be added to the employee's annual vacation or will be scheduled at a time mutually acceptable to the employee and the employee's immediate supervisor. The employee shall be required to take such day prior to the end of the employee's current work year.
- c) An employee who, at the Board's written request, agrees to work on a Recognized Holiday shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for those hours worked plus the employee's regular rate of pay. In emergencies, a telephone request confirmed later in writing will be acceptable.

ARTICLE 19 VACATION

19.1 General

- a) All vacation entitlement as set out in this Article, is based on the completion of continuous years of service with the Algoma District School Board and its predecessor Boards, calculated from July 1 to June 30.

- b) Maternity Leave of Absence and WSIB for one year shall not constitute an interruption in continuous service for the purpose of calculating Vacation Entitlement.
- c) Employees on extended leave of absence without pay shall not accumulate credit for Vacation Entitlement during the period of the leave.

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

- d) Casual employment shall not count as service for the purposes of vacation entitlement.
- e) Except as provided elsewhere in this Collective Agreement, any period of time after June 30, 1999 during which the employee does not receive a salary from the Board shall not be counted as service for the purposes of vacation entitlement.
- f) In the event of the death of an employee, any vacation owing shall be paid to the employee's estate.
- g) Employees in Regular Bargaining Unit positions on June 30th, 2000:
For those employees in Regular Bargaining Unit positions on June 30, 2000, service with predecessor Boards (Chapleau, Central Algoma, Hornepayne, Michipicoten, North Shore and Sault Ste. Marie) shall be recognized for vacation purposes as follows:

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

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

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

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

19.2 Regular Twelve-Month Employees:

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

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

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

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

12

where "N" is the number of months worked.

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

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

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

b) Scheduling of Vacation:

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

Where two or more employees in the same classification and work site or

department request vacation dates and the request cannot be fulfilled, the Board shall take into consideration the seniority of the employees when approving their vacation requests.

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

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

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

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

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

19.3 Other-Than-Twelve-Month Employees:

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

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

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

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

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

ARTICLE 20 STAFFING

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

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

Where There is No Reduction in Board-Wide Complement:

20.2 In the event that there is no reduction in the Board-wide complement of Regular Bargaining Unit positions for Educational Assistants but there are shifts in the FTE complement of Regular Bargaining Unit positions between geographic areas, the following procedure shall apply:

- a) In the event of a reduction in the FTE complement of Educational Assistants in a geographic area and it is necessary to declare Educational Assistants surplus to the area, Educational Assistants shall be declared surplus to the area in reverse order of seniority from the most junior, until the number of FTE Educational Assistants in the geographic area is equal to the allocation for the area.

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

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

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

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

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

seniority order, when possible, through placement in an available position including those created by another lateral transfer.

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

Where There is a Reduction in Board-Wide Complement

- 20.5 In the event that there is a reduction in the Board-wide complement of Regular Bargaining Unit positions for Educational Assistants the following procedure shall apply:
- a) In the event of a reduction in the FTE complement of Educational Assistants in a geographic area and it is necessary to declare Educational Assistants surplus to the area, Educational Assistants shall be declared surplus to the area in reverse order of seniority from the most junior, until the number of FTE Educational Assistants in the geographic area is equal to the allocation for the area.

Notwithstanding the above, if it is found that the surplus declaration of the most junior Educational Assistant will result in a staffing need that cannot be met in any other way, the next most junior Educational Assistant will be declared surplus. This process shall be repeated, if necessary, until an Educational Assistant is selected whose surplus declaration does not result in a staffing need that cannot be met.
 - b) Educational Assistants who are surplus to the geographic area shall declare their intent, by completing the Educational Assistant Option Selection Form to exercise one of the following options:
 - i) reassignment to another geographic area;

- ii) placement on the Recall List;
 - iii) exercise of their bumping rights to another job classification for which the employee has the necessary qualifications, knowledge and/or skills to fill the position.
- c) Where Educational Assistants, with sufficient seniority, have chosen to be reassigned to another geographic area in accordance with Article 20.5(b)(i) above, an equivalent FTE allocation of Educational Assistants shall be declared surplus to that area, if necessary, to reduce to the allocated complement beginning with the most junior.
- d) The process in (a) through (c) above will be repeated until all Educational Assistants with sufficient seniority have been reassigned to a geographic area and those who are surplus to the Board and those who have chosen to go on a Recall List have been laid off.

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

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

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

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

Where There Is An Increase in Board-Wide Complement

20.8 In the event that there is an increase in the Board-wide complement of Regular Bargaining Unit positions for Educational Assistants but there are shifts in the FTE complement between geographic areas, the following procedure shall apply:

- a) In the event of a reduction in the FTE complement of Educational Assistants in a geographic area and it is necessary to declare Educational Assistants surplus to the area, Educational Assistants shall be declared surplus to the area in reverse order of seniority from the most junior, until the number of FTE Educational Assistants in the geographic area is equal to the allocation for the area.

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

- b) Educational Assistants who are surplus to the geographic area shall declare their intent, by completing the Educational Assistant Option Selection Form to exercise one of the following options:
 - i) reassignment to another geographic area;
 - ii) placement on the Recall List;
 - iii) exercise of their bumping rights to another job classification for which the employee has the necessary qualifications, knowledge and/or skills to fill the position.
- c) Where Educational Assistants, with sufficient seniority, have chosen to be

reassigned to another geographic area in accordance with Article 20.8(b)(i) above, an equivalent FTE allocation of Educational Assistants shall be declared surplus to that area, if necessary, to reduce to the allocated complement, beginning with the most junior.

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

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

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

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

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

- c) hiring from the Board's casual list; then
- d) external posting

General

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

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

- 20.12 The surplus and reassignment process shall be observed by the Bargaining Unit President or designate.
- 20.13 The Board will inform Educational Assistants of their tentative placement for the following school year by June 30th.

Lateral Transfers of Educational Assistants

- 20.14 Employees who have been displaced and who have changed positions under this article shall have the right of reinstatement to their former location, if such becomes available by October 15th of each year if the vacant position is created by staffing an additional permanent position. If the vacancy is created by resignation or retirement during the current school year, then the request for lateral will be in force for the entire school year.
- 20.15 Educational Assistants requesting a lateral transfer shall complete and submit the appropriate form for the Manager of Human Resources, with a copy to the Bargaining Unit President, by May 15.
- 20.16 a) Educational Assistants wishing to change work sites within the job classification may request a maximum of seven (7) changes.

- b) After June 30th, only first request for lateral transfer shall be considered.

The request for a lateral transfer will be in force up until October 15th of each year if the vacant position is created by staffing an additional permanent position. If the vacancy is created by resignation or retirement during the current school year, then the request for a lateral will be in force for the entire school year.

20.17 Notwithstanding the current staffing practice in Chapleau, Hornepayne, Michipicoten, and North Shore, the following illustrates the staffing process in Sault Ste. Marie and Central areas:

- i) Employees affected by layoff, or those who have submitted transfer requests are required to attend the staffing meeting to be held in June. Should an employee be unable to attend for any reason, they will contact Human Resources and their Union Representative. They will be asked to provide a signed proxy to their Union Representative with instructions as to their choice for the upcoming school year.
- ii) Employees and the Union President will be provided information concerning the staffing process through direct email. Details will include, but are not limited to the date, time, location of staffing, and vacancies available at the time of notification.
- iii) Employees are provided with a copy of the vacancies available at the time of the notification of the staffing process.
- iv) In seniority order, employees who have been laid off, or who have submitted lateral transfer requests, choose from the vacancy list available at the time of staffing.
- v) Employees who have been laid off and choose a vacancy at a new location are eligible to return to their original site by October 15th of the new school year if the vacant position is created by staffing an additional permanent position. If the vacancy is created by resignation or retirement during the current school year, then the request for a lateral will be in force for the entire school year. Employees shall complete and submit Return to Original Site forms provided at the time of staffing.
- vi) Employees who submitted lateral transfer requests, in seniority order, will choose from the vacancy list those vacancies that they submitted as their transfer choice. Should an employee's lateral location not be available when

they are called, they will be allowed to remain in the staffing process until such time as their first lateral choice becomes available. Should their first lateral choice not be available, their lateral request will be kept on file up to and including October 15th of the new school year if the vacant position is created by staffing and an additional permanent position. If the vacancy is created by resignation or retirement during the current school year, then the request for a lateral will be in force for the entire school year. Should their lateral request come open, they will be contacted and offered the lateral in order of seniority.

- vii) Once the vacancy list has been depleted, those individuals who have been laid off will be placed on the recall list and casual call-out list should the employee indicate, in writing, through the completion of the provided form that they are interested in casual work for the upcoming school year. The Board will call these recall employees out first when placements are needed in the Sault Ste. Marie and Central Algoma geographic area.

Section A-2: Recall of Educational Assistants

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

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

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

- b) the school the employee is being recalled to is greater than (seventy) 70 kilometers from the employee's residence; or
- c) the position has reduced hours or lower salary than the position held immediately prior to lay off; or
- d) for medical reasons or reasons related to pregnancy/parental leave; or
- e) for other reasons acceptable to the Board.

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

- 20.21 While on the Recall List, laid off employees shall maintain their relative position on the Seniority List.
- 20.22 An employee who accepts recall to a position in accordance with this Article shall be reinstated as though there had been no interruption in service with full rights and benefits unless specifically modified by this Agreement.
- 20.23 When a position becomes available, the Board shall offer recall by telephone.
- 20.24 All employees eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone number and shall notify the Board promptly of any changes. Any notice sent by the Board by registered or certified mail to the last known address appearing on the personnel record shall be deemed to have been received by the employee on the Recall List.
- 20.25 The Board shall make every effort for initial contact by telephone in the event of recall.

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

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

20.27 Casual Work for Laid off Employees

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

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

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

General

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

20.30 The internal posting shall contain the following information:

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

g) the person to whom the application is to be directed.

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

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

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

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

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

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

Permanent Vacancies

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

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

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

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

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

interruption to the hours of work of their current assignment provided they can meet the staffing need.

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

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

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

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

Permanent EA Vacancies Outside of Staffing

20.36 In the event that a permanent E.A. vacancy occurs outside of the staffing process it shall be filled as follows:

- a) from the current list of lateral transfer requests in seniority order then;
- b) recall of employees on the Recall List in seniority order then;
- c) hiring from the Board's casual list; then
- d) external posting

Temporary Vacancies

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

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

Article as set out in the Staffing Process described in Article 20 (Section A-1).

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

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

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

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

- a) the employee's position is eliminated; or
- b) there is a reduction in the number of full-time Regular Bargaining Unit positions; or
- c) there is a reduction in the hours of work of an employee.

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

20.40 In the event more than one employee is in a position of layoff, first access to the displacement process in this Article will be on the basis of the seniority of those employees in a position of layoff.

20.41 Posting of vacancies which have not been posted as of the date of notice of layoff is given to employees shall be suspended for the period commencing from the date of the notice of layoff and up to and including the time at which all displacement has ceased.

20.42 Employees who are in a position of layoff, or employees who have been displaced under the provisions of this Article shall exercise their seniority rights according to the following sequential steps:

- a) accept the reduction in hours, if applicable, and remain in the reduced position; or
- b) accept the layoff and be placed on the Recall List; or
- c) move to a vacant position of equivalent weekly hours/same employment status in the same job classification and geographic area or at the employee's initiative in another geographic area; then

- d) move in accordance with the following process, commencing with step i) and ending with step iii) if applicable:
 - i) displace one of the three most junior employee in the same job classification with equivalent weekly hours/same employment status within the same geographic area or, at the employee's initiative, the most junior employee in a position meeting the same criteria in another geographic area of the Board; then
 - ii) provided that the laid off employee has the qualifications, knowledge and/or skills required to fill the position, displace a more junior employee in any job classification in the same or lower pay level in the same geographic area or, at the employee's initiative, a more junior employee in a position meeting the same criteria in another geographic area of the Board; then
 - iii) provided that the employee has the qualifications, knowledge and/or skills to fill the position, displace a more junior employee in any job classification in a higher pay level in progressive steps, in the same geographic area, or at the employee's initiative, a more junior employee in a position meeting the same criteria in another geographic area of the Board.
- e) An employee who is unable to fill a vacant position or to displace a more junior employee through the process outlined in this Article shall be laid off and placed on the Recall List.

20.43 Employees exercising displacement rights in accordance with this Article shall have one (1) working hour to exercise their seniority rights.

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

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

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

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

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

- c) Recall rights for probationary employees shall expire three (3) months from the effective date of layoff.

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

- d) An employee shall have the right to refuse an offer of recall and the employee shall not forfeit any rights of recall under this Article for such refusal if any of the following conditions are met:
 - i) the position is not in the geographic area from which the employee was laid off;
 - ii) the school the employee is being recalled to is greater than (seventy) 70 kilometers from the employee's residence;
 - iii) the position has a lower hourly rate and/or reduced hours/ employment status than the position held immediately prior to lay off;
 - iv) for medical reasons or reasons related to pregnancy/parental leave; or
 - v) for other reasons acceptable to the Board.

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

20.46 While on the Recall List, laid off employees shall maintain their relative position on the Seniority List.

20.47 An employee who accepts recall to a position in accordance with this Article shall be reinstated as though there had been no interruption in service with full rights and benefits unless specifically modified by this Agreement.

20.48 When a position becomes available, the Board shall offer recall by telephone and shall confirm the recall by letter. In the event the employee cannot be reached by telephone, the recall shall be offered by registered or certified mail to the last known address provided by the employee.

20.49 All employees eligible for recall shall file with the Board and the Bargaining Unit their most recent address and telephone number and shall notify the Board promptly of any changes. Any notice sent by the Board by registered or certified mail to the last known

address appearing on the personnel record, shall be deemed to have been received by the employee on the Recall List.

20.50 The Board shall make every effort for initial contact by telephone in the event of recall.

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

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

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

20.53 Casual Work for Laid Off Employees

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

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

- 20.54 Office, Clerical & Technical employees who have changed job classifications and/or employment status under this Article shall have the right to reinstatement to Regular Bargaining Unit positions in their most recently held job classification and employment status for a period of up to twenty-four (24) months from the effective date of the new position.
- 20.55 The employee shall be reinstated at the salary step that would have been attained had there been no change in job classification.
- 20.56 Office, Clerical & Technical employees who refuse reinstatement to a position in their previous job classification with equivalent weekly hours and the same employment status within their geographic area shall lose their reinstatement rights.
- 20.57 Employee who are laid off and placed on a Recall List shall not have reinstatement rights.
- 20.58 Employees who have been transferred in accordance with the Transfer Article of this Collective Agreement shall not have reinstatement rights to the position from which the employee was transferred.

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

General

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

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

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

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

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

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

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

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

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

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

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

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

Permanent Vacancy

- 20.67 A permanent vacancy to be posted occurs when:

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

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

- 20.68 The Board shall first proceed to fill a permanent vacancy by reinstatement of the most senior qualified employee in accordance with the provisions of Article 20 (Section B-3).
- 20.69 If the Board cannot fill a permanent vacancy by reinstatement, the Board will post a notice of the position within ten (10) working days in each work location for five (5) working days.
- 20.70 In the event the vacancy is not filled as a result of reinstatement, internal posting, or recall, the Board may take steps to fill the position by any other means which may include recruitment from the casual list or external advertisement.
- 20.71 Where a vacancy is the result of a retirement, the Board may post the position thirty (30) working days prior to the retirement date.

Temporary Vacancy

- 20.72 a) A temporary vacancy for Office, Clerical and Technical employees occurs when an employee is on an approved leave of absence or is to be absent due to illness or accident.
- i) When a temporary vacancy of less than six (6) months becomes known, the Board shall fill the absence by temporary appointment of a Bargaining Unit Member in the same location. Preference will be given to the member with the most seniority in the work location with the necessary qualifications and/or skills, and subject to operational requirements. In the event that such a temporary appointment occurs, the resulting vacancy will be filled in accordance with the provisions of Article 27 (Casual Employees). Should no member in the work location accept the temporary vacancy, it shall be filled with a Casual or Long-Term Casual, as the case may be, provided one is available.
 - ii) When a temporary vacancy of six (6) to twelve (12) months becomes known, the Board shall fill the absence by temporary appointment of a Bargaining Unit Member in same work location. Preference shall be given to the member with the most seniority in the work location, with the necessary qualifications and/or skills, subject to operational requirements. Should no member in the work location be appointed to the vacancy it shall be posted for one round as a temporary vacancy. Should no member in the bargaining unit be appointed to the temporary vacancy, it shall be filled with the use of a Casual or Long-term Casual, as the case may be, provided one is available.
 - iii) The Board reserves the right to determine by means of testing that an employee has the necessary qualifications and/or skills.

- iv) When a member agrees to perform the work outside the member's regular job classification, the member shall receive, from the first day in the position, the rate of the job classification of the absent member or the member's own regular job rate, whichever is greater.
- b) Members who relieve in a recurring position and perform the full capacity of the position outside the scope of this bargaining unit due to short or long term absence of the incumbent for reasons of leave, illness or injury, vacation, lunch and/or coffee break shall be compensated for the time worked at the start rate of the incumbent's pay level.
- c) Temporary vacancies which are known in advance, to be in excess of twelve (12) months will be filled as follows:
 - i. reinstatement in seniority order in accordance with Article 20 (Section B-3); then
 - ii. by posting in accordance with the provisions of this Article. There shall be one round of posting; then
 - (A regular Bargaining Unit member appointed to the temporary position shall return to the position held immediately prior to the appointment upon the return of the incumbent. If the position no longer exists, the member shall exercise displacement rights under Article 20 (Section B-1).
 - iii. by recall in seniority order in accordance with Article 20 (Section B-2); then
 - iv. by external posting or recruitment from the casual list.
- d) Should a member fill a temporary vacancy and then post into that vacancy with no break in service, the member's salary will be commensurate with time already worked in that position.

ARTICLE 21 TRANSFERS

- 21.1 A "transfer" shall mean the relocation of an employee from the work location in which the employee currently works to another work location.
- 21.2 The normal movement of employees via the Board Staffing Process or the movement of employees in accordance with Article 20 (Staffing) of this Collective Agreement shall not be considered to be a transfer for the purpose of this Article.

Employee Initiated Transfers

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

Board Initiated Transfers

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

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

- 21.6 In the event of a Board initiated transfer, the following procedures shall apply:
- a) No employee shall be transferred to another geographic area without the employee's written consent;
 - b) The transfer will be discussed with the Union and the employee. The employee shall be advised of the right to seek advice and assistance of a Union/Bargaining Unit representative. The employee shall be advised of the transfer at least five (5) working days in advance of the transfer;
 - c) The employee shall be transferred to a position in the same job classification (equivalent hours/same employment status) unless otherwise agreed by the Board, the employee and the Bargaining Unit.
 - d) In the event that a member agrees to a transfer to another geographic area and the member relocates the member's household from its previous geographic area

to a different geographic area closer to the new work location, moving and relocation expense will be reimbursed by the Board at the rate of fifty (50%) percent of the actual cost of moving the member's household goods to a maximum of \$1,000 based on original receipts submitted to the Board. Payment shall be made no later than thirty (30) school days after submission of receipts. "School days" shall be defined as those days on the official Algoma District School Board school year calendar for which teachers are required to report for work.

ARTICLE 22 LEAVES OF ABSENCE

22.1 General

Before applying for a leave, employees shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence Form for Bereavement Leave, Family Care Leave, Quarantine Leave, Personal Leave, Jury or Witness Duty, Short-Term Leave Without Pay, Short Term Union Leaves, Post-Secondary Graduation Leave and Lieu Day. In cases of Bereavement Leave (Compassionate Leave – Type 1) or Family Care Leave (Compassionate Leave – Type 2), a telephone call confirmed later through the Board's Electronic Leave of Absence Form in writing will be acceptable. All efforts will be made by the Board to replace the absent member for the duration of any Leave.

22.2 Bereavement Leave (Compassionate Leave – Type 1)

Bereavement Leave shall be granted without loss of pay or sick leave credits as follows:

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

22.3 Family Care Leave (Compassionate Leave – Type 2)

- a) Family care leave to a maximum of five (5) working days per work year will be provided without loss of pay or sick leave credits for the severe illness, surgery or necessary care of the employee's father, mother, brother, sister, child, spouse, common law or same sex partner, grandchild or guardian. Upon request, the

employee shall submit to the Board a doctor's certificate verifying the severity of the illness.

- b) Family care level beyond five (5) working days may be granted in accordance with the Short-Term Leave provisions.

22.4 Quarantine

A member will be granted a leave of absence with pay and without loss of sick leave as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending his/her duties.

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

22.5 Personal Leave

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

22.6 Jury or Witness Duty

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

22.7 Short-Term Leave Without Pay

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

22.8 Extended Leave of Absence Without Pay

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

requested return to work date. Such requests shall not be unreasonably denied.

22.9 Political Leave

- a) A Member who has completed their probationary period shall be granted, twice in their career with the Board, an unpaid leave of absence for up to twenty-five (25) school days in order to be a candidate for federal or provincial Member of Parliament. The Member shall be required to request such leave, in writing, at least one calendar month in advance of the commencement date of the requested leave.
- b) Employees elected or appointed as a Federal or Provincial Member of Parliament or as a full-time Mayor of a Municipality, shall be granted unpaid leave of absence for a maximum of two terms of office, in their career with the Board. It is understood that such terms of office may or may not be consecutive.
- c) A member on Leave under this Article shall accumulate Seniority for a maximum of two years in accordance with the provisions of the Seniority Article.
- d) While a Member is on Leave under this Article, no additional experience shall be granted or accumulated. Leave granted under this Article shall not count as experience for salary purposes, result in accumulation of sick leave, nor be counted or included in the calculation of Retirement Gratuity if the Member is eligible for a Retirement Gratuity.
- e) Should the Member not be re-elected, or choose not to seek re-election at the end of the first or second term, the Leave shall extend to the start of the earliest natural break in the school year. It is understood and agreed that a Member re-elected or appointed to a third term will be deemed to have resigned from the Board.
- f) Members returning from Leave shall be on the staffing complement of the school to which they were previously assigned. In the event that the Member is entitled to a position and no permanent position is available, the procedures of the Staffing Article will be in effect.

22.10 Post-Secondary Graduation Leave

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

22.11 Short Term Parental Leave

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

ARTICLE 23 PREGNANCY AND PARENTAL LEAVE

Statutory Pregnancy/Parental Leave

- 23.1 Members shall be entitled to Pregnancy and Parental Leave in accordance with the Employment Standards Act of Ontario. Seniority shall be continued as set out in the Employment Standards Act.
- 23.2 An employee who intends to take a Pregnancy and/or Parental Leave shall notify the Employer, in writing, at least two (2) weeks in advance of the start of the leave. Such notice shall contain the dates on which the employee intends to commence and end the leave.
- 23.3
- a) For Pregnancy Leave the actual dates may be altered for medical reasons. Written notice shall be provided to the Employer within two (2) weeks of stopping work in the case of medical emergencies.
 - b) For Parental Leave for the purpose of adoption, these dates may be altered depending on the date on which the child becomes available. Written notice shall be provided to the Employer within two (2) weeks of stopping work when a child comes into custody sooner than expected.
 - c) An employee who has given notice to begin Pregnancy and/or Parental Leave may change the notice:
 - i) to an earlier date, if the employee gives the Employer at least two (2) weeks written notice before the earlier commencement date; or
 - ii) to a later commencement date if the employee gives the Employer at least two (2) weeks written notice before the date the original leave was to begin.
 - d) An employee who has given notice of the dates for Pregnancy and/or Parental Leave may change the date of return:
 - i) to an earlier date if the employee gives the Employer at least four (4) weeks written notice in advance of the earlier date; or

- ii) to a later date if the employee gives the Employer at least four (4) weeks written notice in advance of the originally scheduled return date.

- 23.4 During the period of the statutory Pregnancy/Parental Leave, the employee shall continue to accumulate sick leave credits and service credits for the purposes of vacation entitlement and salary increment. The Employer shall continue to pay its share of contributions to pension..
- 23.5 At the end of the leave period, the employee will return to the same position held by the employee immediately prior to the commencement of the leave of absence if it still exists, provided that the employee has not been displaced in accordance with Article 20 (Staffing). If the position no longer exists or if the employee has been displaced, the employee may exercise seniority rights in accordance with the provisions of Article 20 (Staffing).

Extended Parental Leave

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

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

23.10 Refer to Article C11.1 g) through j) of the Central Agreement.

ARTICLE 24 UNION LEAVES

Short-Term Union Leaves

24.1 General

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

24.2 General Short-Term Leaves

- a) The Board may grant requests for Short-Term Union Leaves with pay for employees to attend Union sponsored workshops, conferences, seminars or meetings. Such leaves shall be limited to a maximum of ten (10) days per school year per employee. Such leave shall be requested by the Bargaining Unit President or OSSTF Provincial Office in advance of the leave. The Board reserves the right to limit the number of leaves granted for the same day in any one job classification at any one individual work site or department.
- b) The Board will attempt to replace the member with a casual member and the Union/Bargaining Unit shall reimburse the Board at the replacement cost according to article 11.4(c).

24.3 Executive Leave

- a) The Board shall grant requests for Short-Term Executive Leaves with pay for members of the Bargaining Unit Executive and members appointed to Provincial Committees to attend to Union/Bargaining Unit business to a maximum of twenty-five (25) days each per school year. Such leave shall be requested by the Bargaining Unit President or OSSTF Provincial Office at least one (1) week in advance of the date of the leave. The Board reserves the right to limit the

number of leaves granted for the same day in any one job classification at any one individual work site or department.

- b) The Bargaining Unit shall advise the Board each September of the names of those members of the Executive and those members appointed to Provincial Committees who are eligible for leave for Union business.
- c) The Board will attempt to replace the member with a casual member and the Union/Bargaining Unit shall reimburse the Board at replacement cost according to Article 11.4 (c).

24.4 Notwithstanding the individual limits set out in Articles 24.2 and 24.3 above, the combined total of all General Short-Term and Executive Leaves shall not exceed ninety (90) days per school year.

24.5 Board Initiated Meetings

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

24.6 Negotiations Leave

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

Long-Term Union Leaves

24.7 General

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

24.8 Local Union Leave

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

entitlement to be taken or reimbursed shall be prorated. At the end of the leave period, the Bargaining Unit shall advise the Board whether the Union will be purchasing any unused sick leave credits.

24.9 Provincial Union Leave

- a) The Board shall grant a Bargaining Unit member elected or appointed to a Union position at OSSTF Provincial Office, a full-time leave of absence with or without pay for a period of up to three (3) terms of office.
- b) In the event of a leave with pay, OSSTF shall reimburse the Board for such leave for 100% of the employee's pay and benefits for the duration of the leave.
- c) For an employee entitled to vacation with pay in accordance with Article 19 (Vacation), OSSTF shall reimburse the Board for the unused portion of the employee's annual vacation entitlement at the employee's daily rate of pay. Where the leave is for less than a full work year, the vacation entitlement to be taken or reimbursed shall be prorated. At the end of the leave, the OSSTF shall advise the Board whether the employee has any unused annual vacation for reimbursement purposes.
- d) OSSTF shall reimburse the Board for any unused portion of the employee's unused sick leave entitlement to be credited to the employee's sick leave account. Where the leave is for less than a full work year, the sick leave entitlement to be taken or reimbursed shall be prorated. At the end of the leave period, OSSTF shall advise the Board whether the union will be purchasing any unused sick leave credits.
- e) The Union shall be responsible for any WSIB costs related to injuries which occur during the period of the leave.

ARTICLE 25 EMPLOYEES ON LONG TERM DISABILITY

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

- 25.2 An employee who has been on LTD and absent from work for more than twenty-four (24) consecutive months or who is unable to perform the essential duties of the previous position may exercise seniority rights in accordance with the provisions of Article 20 (Staffing), provided that the employee is capable of performing the essential duties of the job as certified by a qualified medical practitioner. Every effort shall be made by the parties to accommodate the employee's return to work and to place the employee within the employee's previous geographic area.

ARTICLE 26 EMPLOYEES ON WSIB

Refer to Central Letter of Agreement #9 (2) Workplace Safety Insurance Benefit (WSIB) Top Up Benefits.

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

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

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

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

- 26.3 An employee who has been on WSIB and absent from work for more than twenty-four (24) consecutive months or who is unable to perform the essential duties of the

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

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

ARTICLE 27 CASUAL EMPLOYEES

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

- 27.2 A "temporary employee"

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

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

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

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

- a) a temporary vacancy (as per Article 20.70) that is known to be less than three (3) months shall be first offered in order of seniority to the most qualified regular bargaining unit employee within the work location. Any resulting vacancy will be filled by a casual employee.
- b) A temporary vacancy that is known to be greater than three (3) months to a maximum of one (1) year shall be first offered in order of seniority to the most qualified regular bargaining unit employee within the work location.
- c) A subsequent vacancy will be posted and filled by the most qualified regular bargaining unit employee in order of seniority. The resulting vacancy will be

filled by a qualified casual employee in order of date of hire.

- d) If there are no qualified regular Bargaining Unit employees in the work location, the vacancy will be posted as a temporary job opportunity. A subsequent vacancy will be posted as a temporary job opportunity. A subsequent vacancy will be filled by a qualified casual employee in order of date of hire.
- e) Upon completion of the Temporary Job Opportunity the employee shall return to his/her original position.
- f) The Bargaining Unit President will be notified of a temporary vacancy under Article 27

27.4 Long-Term Casual

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

- a) Statutory Pregnancy and Parental Leave (Article 23.1 to 23.5); and
- b) Bereavement Leave (Compassionate Leave – Type 1), Family Care Leave (Compassionate Leave – Type 2) and Quarantine (Article 22); and Jury Duty (Article 22.6).

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

27.5 The Board may employ Casual employees, provided that time worked by a Casual employee shall not lessen the regularly assigned work week of regular full or part-time Bargaining Unit employees in the same job classification and work site;

27.6 In accordance with the Employment Standards Act, casual employees shall be vacation pay on each pay cheque.

27.7 Casual employees shall be entitled to payment on statutory holidays in accordance with the *Employment Standards Act*.

27.8 If a casual employee who is filling a position is appointed into a vacancy in that position, the employee’s salary will be commensurate with time already worked as a casual employee in that position. Time worked by a Casual employee shall not apply towards

any probationary period.

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

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

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

ARTICLE 28 GRIEVANCE/ARBITRATION PROCEDURE

Definitions and General Provisions

- 28.1 a) A “grievance” shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable.
- a) For the purposes of this Article, a “party” shall be defined as:
- i) the Bargaining Unit/Union;

ii) the Board.

- b) "Days" shall mean regular work days (Monday to Friday, exclusive of paid holidays). Timelines for grievances and arbitrations shall be suspended during the period of school breaks (such as Christmas, March and Summer Breaks) as designated in the school year calendar for Teachers by the Algoma District School Board.
- c) "Grievance Committee" shall refer to:
 - i) In the case of the Board, this committee may include up to three (3) members of the Administration and/or Trustees;
 - ii) In the case of the Bargaining Unit, this committee may include up to three (3) OSSTF members authorized to act on its behalf. Should the meeting be scheduled during the work day, Bargaining Unit members shall be released from regular duties to attend the meeting without loss of salary or benefits, and the Union shall reimburse the Board for the actual replacement costs of two (2) Committee Members.
 - iii) Additional resource people may be included by mutual consent. The cost of the resource people shall be borne by the party making the request.
- d) "Meeting" shall include participation by teleconference for the purposes of administering this Article.

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

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

Grievance Procedure - Individual

Informal Stage

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

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

Step 1

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

The grievance shall contain:

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

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

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

Step 2

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

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

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

Step 3

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

Grievance Procedure – Party

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

Informal Stage

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

Step 1

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

The written grievance shall contain:

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

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

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

Step 2

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

Grievance Mediation

28.7 a) At any time after the receipt of the written grievance, the parties by mutual

consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The fees and expenses of the Grievance Mediator shall be shared equally by the parties.

- b) The Grievance Mediator shall not add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.
- c) Each party shall pay the wages and expenses, as well as related costs of their respective attendees, advisors and witnesses.
- d) The progression of the grievance through the timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they are frozen.

Arbitration

- 28.8 The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator.
- 28.9 Upon the written request of either party, the grievance shall be submitted to an Arbitration Board. The written request shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within twenty (20) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.
- 28.10 The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be binding upon the parties and the employee.
- 28.11 The decision of the majority of an Arbitration Board is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chairperson governs.

- 28.12 The Arbitrator or Arbitration Board, as the case may be, shall not add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.
- 28.13 The fees for a single Arbitrator or for a Chairperson of a Board of Arbitration shall be shared equally by the parties. Each party shall pay the costs of its nominee to a Board of Arbitration.

ARTICLE 29 VULNERABLE SECTOR CHECK

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

ARTICLE 30 LABOUR MANAGEMENT COMMITTEE

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

ARTICLE 31 OCCUPATIONAL HEALTH AND SAFETY

- 31.1 The Board, the Union and its members will comply with the provisions of the Occupational Health and Safety Act and Regulations as may be amended from time to time.
- 31.2 The Bargaining Unit's representative to the Joint Health and Safety Committee shall be reimbursed by the Employer for any approved expenses incurred while performing their duties.
- 31.3 Any employee covered by this Collective Agreement who represents workers on the Joint Health and Safety Committee shall be eligible to participate in approved certification training programs. The Employer shall provide paid time off for the representative to participate in this approved training program with no loss of salary and benefits. The Employer shall pay the costs of the registration, materials for the training program.
- 31.4 Where an employee who serves on the Joint Health and Safety Committee must be absent from work to attend Joint Health and Safety Committee meetings, a replacement will be provided if the Board determines that it is necessary and if a casual employee is available.
- 31.5 The Board and Federation recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying regulations and the Board's policies and procedures.
- 31.6 The Workplace Health and Safety Representative(s) shall be informed as soon as possible by the Supervisor or Board whenever the Employer informs the Health and Safety Officer, the Joint Health and Safety Committee Chair, or Certified Member of an incident in a Workplace that could affect the members of the Educational Support Staff Bargaining Unit.
- 31.7 The Board shall make available to the Bargaining Unit President the most current policies and procedures with respect to all elements of workplace safety.

ARTICLE 32 MEDICATION AND MEDICAL PROCEDURES

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

ARTICLE 33 NO STRIKE OR LOCKOUT

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

ARTICLE 34 INCLEMENT WEATHER

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

ARTICLE 35 MEMBER FUNDED LEAVE

- 35.1 The intent of the Member Funded Leave Plan is to provide a mechanism for members who qualify, to take a one school year Leave of Absence which shall be funded by the Member through salary holdback with the Funded Leave taken at the end of the period of salary holdback.
- 35.2 The member must agree as a condition of the Funded Leave to indemnify the Board and the Bargaining Unit against any and all claims, liabilities or consequences arising out of a Member’s participation in this Plan.
- 35.3 The granting of a Member Funded Leave shall be governed by the following criteria:
- a) A Member funded Leave shall not impede the operation of the member’s workplace.
 - b) A Member must have worked five (5) consecutive years prior to applying for the leave.
 - c) The Member must be unlikely to be declared surplus during the period of the leave.
 - d) The Member must make written application to the Manager of Human Resources on or before May 1st of any school year, to commence holdback of salary at the start of the next school year.
 - e) The Member must declare in his/her application, that the member intends, except by mutual agreement in emergency circumstances, to continue working for the Board to the end of the plan

- f) The Member will work for four (4) years earning eighty (80%) percent of their normal wages and will be on leave for the fifth (5th) year earning eighty percent (80%) of their normal wages. A Member may also work for three (3) years earning seventy-five (75%) percent of their normal wages and will be on leave for the fourth (4th) year earning seventy-five (75%) percent of their normal wages.
- g) The withheld salary and accrued interest shall be paid to the member at the start of the Member Funded Leave in a one lump sum payment or through the regular Board payroll on the pay dates set out for ESS members. Arrangements for the method of payment shall be made through the payroll department prior to starting the leave.
- h) Upon return from a Member Funded Leave, the member shall return to the same position held prior to the commencement of the leave, if it still exists, provided the member has not been displaced in accordance with Article 20 (Staffing). If the position no longer exists or if the employee has been displaced, the employee may exercise seniority rights in accordance with the provisions of Article 20.
- i) Withdrawal from the leave plan at any time prior to the commencement of the leave shall require mutual agreement.
- j) Once a member has entered into the member Funded Leave agreement with the Board, no alterations may be made to the plan, except to withdraw entirely from the plan.

ARTICLE 36 NO DISCRIMINATION

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

ARTICLE 37 NOON HOUR ASSISTANTS

- 37.1 a) The normal days of work for Noon Hour Assistants will be five (5) days per week, excluding Saturday and Sunday. The normal hours of work will be up to two (2) hours per day.
 - a) A Noon Hour Assistant shall work a minimum of one (1) hour per day.
 - b) In schools with balanced day schedules, Noon Hour Assistants shall work a

minimum of one (1) hour at each break period.

37.2 Noon Hour Assistants in a regular bargaining unit position in the former North Shore Board of Education as of the date of ratification will be entitled to ten (10) days sick leave per work year, with one (1) day equal to the number of hours worked per day by that employee. Such days shall not be accumulative.

37.3 Noon Hour Assistants shall receive vacation pay as follows:

Less than 4 years of service – 4%
Completed 4 years of service – 6%

37.4 Noon Hour Assistants shall attend an orientation meeting with each school Principal or designate during the first week in September to discuss school policies and procedures. Such meeting shall be no less than one half hour and shall be considered time worked.

37.5 The rights and privileges of a Noon Hour Assistant for the purposes of this Collective Agreement are exclusively limited to the following Articles:

Article 1	Purpose
Article 2	Recognition
Article 3	Definitions
Article 4	Management Rights
Article 5	Union Security
Article 6	Union Dues
Article 7	Union Rights
Article 8	Probationary Period
Article 10	Seniority
Article 11	Salary Schedules
Article 12	Working Conditions (except Article 12.9)
Article 18	Recognized Holidays
Article 19	Vacation
Article 22	Leaves of Absence
22.2	Bereavement Leave
22.3	Family Care Leave
22.4	Quarantine
22.5	Personal
22.6	Jury or Witness Duty
22.7	Short-Term Leave Without Pay
22.8	Extended Leave of Absence Without Pay
22.9	Political
Article 23	Pregnancy/Parental Leave (Article 23.1 to 23.5)
Article 24	Union Leaves (Article 24.1)

Article 26	Employees on WSIB
Article 28	Grievance/Arbitration Procedure
Article 29	No Strike or Lockout
Article 30	Term of Agreement

ARTICLE 38 TERM OF AGREEMENT

- 38.1 This Agreement shall be in effect from September 1, 2022 and shall continue in force up to and including August 31, 2026, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) calendar days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 38.2 If either party gives notice of its desire to negotiate amendments in accordance with Article 38.1, the parties shall meet within fifteen (15) calendar days, or within such further period as the parties may agree upon, from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.
- 38.3 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respect bargaining procedures.
- 38.4 Except as otherwise specified herein, all terms and provisions of this Agreement shall be effective as of the date of ratification.

ARTICLE 39 PAY EQUITY

- 38.5 The Board and the bargaining unit agree to maintain the pay equity plan as agreed. Maintenance shall occur annually unless otherwise agreed.

ARTICLE 40 ATTENDANCE SUPPORT

- 40.1 In the event that the Human Resources Manager and/or designate wishes to meet with an employee of the Bargaining Unit for the purposes of discussing the member's attendance, the Human Resources Manager and/or designate shall contact the OSSTF – ESS President to advise of the meeting. The employee shall then be informed of the meeting to attend.

40.2 A member shall have the right to OSSTF representation at the meeting.

APPENDIX A: Non-Taxable Long-Term Disability Plan for Part-Time Employees

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

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

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

LETTER OF UNDERSTANDING #1

Between

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

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT DISTRICT 2
ALGOMA

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

and

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

The parties agree as follows:

Occupational Groupings shall be defined as:

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

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

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

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

LETTER OF UNDERSTANDING #2

Between

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

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT DISTRICT 2 ALGOMA

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

and

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

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

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

LETTER OF UNDERSTANDING #3

Between

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

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT DISTRICT 2 ALGOMA

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

and

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

Re: Retirement Gratuity Article 16

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

Central Algoma

King, Tracey
Orr, Laura

North Shore

Bartlett, Kim
Cook, Carla (Plante)
Cook, Pat
Leadsom, Tammy
Legris, Brenda
Munro, Dawn
Rombouts, Catherine
Sancartier, Constance

Sault Ste. Marie

Romano, Maria

LETTER OF UNDERSTANDING #4

Between

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

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT
DISTRICT 2 ALGOMA

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

and

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

Re: Job Descriptions

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

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

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

LETTER OF UNDERSTANDING #5

Between

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

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT
DISTRICT 2 ALGOMA

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

and

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

Re: Liability Insurance

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

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

LETTER OF UNDERSTANDING # 6

Between

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

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT DISTRICT 2 ALGOMA

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

and

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

RE: EA/Intramural Facilitator

The parties agree that the EA/Intramural Facilitator will not be part of Article 20 staffing, Section A-1 Educational Assistant Staffing Process and Laterla Transfers.

It is also agreed that should this position be affected by lay off the incumbent will be allowed to bump into an Educational Assistant position by order of qualifications and seniority as described in Article 20 Staffing, Section A-1.

Candidates applying for vacancies in the EA/Intramural Facilitator position will have to demonstrate the knowledge, skills and abilities of the position. The Board will only consider those candidates who hold the appropriate diplomas and/or degrees in "Recreational and Leisure" or equivalent experience for an interview. The successful candidate will also have to demonstrate the knowledge, skills and abilities to perform educational assistant duties and responsibilities should they be affected by lay off as an EA/Intramural Facilitator. The Board reserves the right to test potential candidates to ensure they have the necessary qualifications to perform the duties and responsibility of the E/Intramural Facilitator.

Signed at Sault Ste. Marie, Ontario April 15, 2010

LETTER OF UNDERSTANDING #7

Between

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

representing

THE EDUCATIONAL SUPPORT STAFF BARGAINING UNIT DISTRICT 2 ALGOMA

and

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

Re: EA/Intramural Facilitator Temporary Replacement

The parties agree, that a designated replacement EA/Intramural Facilitator will be trained, in order to replace the permanent EA/Intramural Facilitator when the permanent EA/Intramural Facilitator is absent, and a replacement is required.

This replacement will be a current permanent, 30 hour/week Educational Assistant assigned to Central Algoma Secondary School. The replacement will need to "demonstrate the knowledge, skills and abilities of the position", as outlined in Letter of Understanding #10. It is understood that this replacement will not need to possess the "appropriate diplomas and/or degrees in Recreational and Leisure or equivalent experience" while they are working in this temporary capacity. However, should the EA/Intramural Facilitator position have to be posted as a permanent position, candidates will have to possess the appropriate education and/or degrees to be considered for the vacancy. The parties agree that the same replacement will be responsible to work in this temporary placement when the regular EA/Intramural Facilitator is absent.

The designated replacement will be paid for a six-hour day, at the replacement's current wage rate as an Educational Assistant. Under Article 12 – Working Conditions, the EA/Intramural Facilitator position is assigned five-hours per day, however, once the replacement completes their duties and responsibilities as an EA/Intramural Facilitator for the day, it is expected and understood that the replacement will remain at the school for the remainder of their Educational Assistant six hours of service. Therefore, they will perform the duties and responsibilities of an Educational Assistant as per the direction of their Administrator.

The replacement's Educational Assistant position will be backfilled by a casual Educational

Assistant, if a replacement is required and/or a replacement is available. If a replacement Educational Assistant is not available to backfill the permanent Educational Assistant performing the duties of the Intramural Facilitator, the permanent Educational Assistant is to remain in their Educational Assistant position, until a replacement Educational Assistant can be secured.

**ALGOMA DISTRICT SCHOOL BOARD
(Hereinafter referred to as the “Board”)**

AND

EDUCATIONAL SUPPORT STAFF LOCAL/BARGAINING UNIT

OSSTF DISTRICT 2 ALGOMA

**Representing
(hereinafter “the Union”)**

Letter of Understanding #8

Memorandum 2018: B05 – Employment Insurance (EI Waiting Period) and Supplementary Employment Insurance Benefits

The Board will adhere to the suggestion outlined in Memorandum 2018: B05 – Employment Insurance (EI Waiting Period) and Supplementary Employment Insurance Benefits. Specifically, the Board will apply a cost neutral approach to make an additional payment above the Service Canada approved SEB plan as outlined in LOA #9 and Article 23.11. This payment will provide total earnings equivalent to what the individual would have received from the SEB plan prior to the reduction in the EI waiting period.

The intent of Memorandum 2018: B05, which this Letter of Understanding addresses, is to ensure members receive total earnings in the amount that they would have received from the SEB plan prior to January 1, 2017. Prior to January 1, 2017 there was a two-week waiting period for EI benefits compared to the one-week waiting period that was instituted thereafter. At that time, the Board paid members 100% of regular earnings during the two-week waiting period for EI benefits, followed by six weeks of top up to regular earnings, which was a payment by the Board for the difference between EI benefits and the member's regular earnings.

To make members whole, the Board will apply a cost neutral approach.

This will be a one-time payment, the timing of which will be at the Board's discretion.

This payment does not form part of the SEB plan as outlined in or Article 23.11.

Members affected by this Letter of Understanding are those that begin their Pregnancy Leave on or after January 1, 2021.

This Letter of Understanding is contingent upon the existence and application of Memorandum 2018: B05 – Employment Insurance (EI Waiting Period) and Supplementary Employment Insurance Benefits.

Signed this 14th day of January, 2025 at Sault Ste. Marie, Ontario.

For the Board

John J. Palumbo
Mike Finn

For the Union

Don
McLassane
Paul Brown
Mr. McEwen Kennedy