

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE SUDBURY STUDENT SERVICES CONSORTIUM  
(the "Employer")**

**AND**

**THE ONTARIO SECONDARY SCHOOL TEACHER'S FEDERATION  
(the "Union")**

**REPRESENTING**

**THE SUDBURY STUDENT SERVICES CONSORTIUM BARGAINING  
UNIT  
OF RAINBOW DISTRICT 3  
(the "Bargaining Unit")**

**EFFECTIVE JANUARY 1, 2007 TO DECEMBER 31, 2010**

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## **ARTICLE 1 – DEFINITIONS**

- 1.1 Bargaining Unit:** Sudbury Student Services Consortium Bargaining Unit of Rainbow District 3.
- 1.2 Casual Employee:** A "casual Employee" is an Employee hired to work on an irregular basis during periods of heavy workload and in cases of emergency, for a period not exceeding three **(3)** months. Casual Employees have the benefit of all the rights and privileges provided herein, except for the following articles or paragraphs: Just Cause (paragraph **7.4**); Technological Changes(article **9**); Probationary Period (article **18**); Qualifications (article **19**); Transfers (article **20**); Lay-off and Recall (article **23**); Benefits (article **27**); Authorized Leaves (article **29**); Performance Evaluation (article **30**); Conference or Professional Development (article **31**).
- 1.2.1 The Bargaining Unit president shall be notified in a timely manner when casuals are hired.
- 1.3 Day:** An Employee's work day unless otherwise defined.
- 1.4 Employee:** A person working for the Employer and covered by this collective agreement.
- 1.5 Employer:** The Sudbury Student Services Consortium.
- 1.6 Full Time Employee:** An Employee who is regularly scheduled to work 35 hours per week.
- 1.7 Grievance:** Any matter arising from the interpretation, administration or alleged violation of this collective agreement including any question as to whether a matter is arbitrable.
- 1.8 Member:** A member of the Union.
- 1.9 OSSTF:** The Ontario Secondary School Teachers' Federation.
- 1.10 Part-time Employee:** An Employee who is regularly scheduled to work less than 24 hours per week.
- 1.11 Predecessor Boards:** Rainbow District School Board; le Conseil scolaire du district du Grand Nord de l'Ontario; the Sudbury Catholic District School Board; and le Conseil scolaire catholique du Nouvel-Ontario
- 1.12 Permanent Employee:** An Employee who is neither a casual Employee nor a term Employee. Permanent Employees have the benefit of all the rights and privileges provided herein.

**1.13 Regular or Permanent Employee :** For the purposes of **ARTICLE 22 – JOB POSTINGS**, as defined in the appropriate collective agreement of the pertinent Predecessor Employer.

**1.14 Term Employee:** An Employee hired on a term (i.e. period of employment) to replace a permanent Employee on authorized leave for a period of three **(3)** months to twelve **(12)** months. A term Employee may also be hired for a specific term or task for a period not to exceed twelve **(12)** months or for a position that is not normally renewed from one year to the next. The Employer may request and the Bargaining Unit shall not unreasonably deny a renewal of the term period up to an additional twelve **(12)** months from the end date in the contract. The Employer shall provide to the bargaining unit the following information prior to the start :

- 1.14.1** name of Employee
- 1.14.2** job duties
- 1.14.3** hours of work
- 1.14.4** compensation
- 1.14.5** start and end dates.

**The Union shall, at all times, respect the confidential nature of such documentation.**

Should the Employer direct a member of the bargaining unit to train the term Employee, it shall be done during working hours, whenever possible. The time of employment shall be added to the term Employee's seniority calculation on the casual list.

**1.15 Union:** The Ontario Secondary School Teacher's Federation includes the Bargaining Unit unless otherwise specified.

## **ARTICLE 2 – GENERAL PURPOSE**

**2.1** The general purpose of this Agreement is to establish and maintain harmonious as well as mutually beneficial relations between the Union and the Employer, to provide for an ongoing means of communication between the Union and the Employer, and the prompt and equitable disposition of grievances, and the final settlement of disputes, and to establish and maintain terms and conditions of employment in accordance with the provisions of this Agreement.

**2.2** In fulfilment of the above purposes, the parties are committed through the use of the Employee Relations Committee to ongoing consultation and problem solving.

**2.3** In the event that the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations where in the opinion of either

party such action has brought about changes in the terms and conditions of work from those originally described by the parties in the Agreement, the Employee Relations Committee shall meet within fifteen **(15)** days of the written request of either party for such meeting and the following shall apply:

**2.3.1** The parties shall attempt to agree on a method of modifying the Agreement by mutual consent to restore to Employees of the Bargaining Unit the terms and conditions of work contracted when the Agreement was made. This principle of restoration is to apply when not specifically contrary to the new Statutes or Regulations.

### **ARTICLE 3 – RECOGNITION AND SCOPE**

**3.1** The Employer recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive Bargaining Agent for all Employees employed by the Sudbury Student Services Consortium save and except for executive secretaries, supervisors and those above the rank of supervisors.

**3.2** The Employer recognizes the right of the Union to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

**3.3** The Union recognizes the right of the Employer to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

**3.4** The Employer recognizes the right of members of the Union to have Union representative(s) present during disciplinary meetings with the Employer representative(s) where the conduct or competence of the Employee is being considered. The Employer shall provide the Employee with twenty-four **(24)** hours notice of such meeting. If the Employee elects to have Union representation, the representative will arrive in a timely fashion and no discussion of the issues will take place until the Union representative is present. Notwithstanding the above, the Employer will adhere to due process.

### **ARTICLE 4 – EFFECTIVE PERIOD**

**4.1** This Agreement shall be in effect from January 1, 2007 to December 31, 2010 and shall remain in effect from year to year thereafter unless either party gives notice to the other not more than ninety **(90)** days from the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration date.

## **4.2 Notice to bargain**

**4.2.1** In the event that either Party gives notice as defined in 4.1, the Parties will meet to negotiate within fifteen **(15)** working days or such other time as may be mutually agreed after the giving of such notice, and both Parties shall negotiate in good faith and make every effort to conclude a new Agreement.

**4.3** This Agreement shall supersede all previous agreements. Except for error, inadvertence or omissions, it shall form the basis for determining all salaries and other conditions defined herein. Amendments to the provisions herein contained shall be made only by mutual written consent of the parties.

**4.4** The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given to them in the *Ontario Labour Relations Act*.

## **ARTICLE 5 – UNION MEMBERSHIP AND FEE DEDUCTION**

**5.1** As of the first day of work, all Employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of OSSTF according to the Constitution and By-laws of OSSTF. The OSSTF shall be the sole judge of the good standing of its members.

### **5.2 Union Dues**

**5.2.1** On each pay date that an Employee receives a pay cheque the Employer shall deduct from each Employee the Union dues and any dues chargeable by the Bargaining Unit or by the District or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective Constitutions and By-laws and forwarded in writing to the Employer at least thirty **(30)** days prior to the expected date of change.

### **5.3 Provincial Union Dues**

**5.3.1.** The Employer agrees to deduct from the wages of every Employee covered by this Agreement those dues and assessments levied in accordance with the OSSTF’s Constitution and By-laws, and to remit such monies to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15<sup>th</sup> day of the month following the month in which the deduction was made. Such remittance shall be accompanied by a list identifying the Employees, the amounts deducted and the number of days worked. The Union shall, at all times, respect the confidential nature of such documentation.

## **5.4 Local Union Dues**

- 5.4.1** Dues specified by the District in accordance with the provisions of this Agreement, if any, shall be deducted and remitted to the Treasurer of OSSTF District 3, at PO Box 490, Lively, Ontario, P3Y 1M5 no later than the 15<sup>th</sup> day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees and the amounts deducted.
- 5.5** The Union 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 the Union and/or the Bargaining Unit.
- 5.6** Any monies deducted under **ARTICLE 5 – UNION MEMBERSHIP AND FEE DEDUCTION** shall be reflected as a deduction on Employees' T4 slips.
- 5.7** The Employer shall advise all new Employees at the time of hire that a Collective Agreement is in effect and give a copy of the Collective Agreement to the Employee and direct the Employee to the Union President.

## **ARTICLE 6 – UNION RIGHTS**

### **6.1 Bulletin Board and Workspace**

- 6.1.1** The Employer shall provide a bulletin board for the use of the Union at an appropriate location in each workplace upon which the Union shall have the right to post notices relating to matters of interest to the Union and the Employees. The Union will not post any documents that are prejudicial to the Roman Catholic mission of a catholic school board. The Employer reserves the right to remove such privileges if it affects the interests of the Employer of it is considered offensive.

### **6.2 Union Representatives and Communication**

- 6.2.1** The Union shall notify the Employer in writing of the names of its representatives. Unless otherwise stated in this collective agreement, communications between the Bargaining Unit and the Employer shall be between the Bargaining Unit President or his delegate and the Executive Director or his delegate.
- 6.3** Subject to the Ontario Freedom of Information and Protection of Privacy Act the Employer shall provide the Union with all necessary information relating to the following matters for Employees within the bargaining unit on a current basis as of November of each year. Such information includes but is not limited to:

- 6.3.1 A list of Employees, showing their names, work locations, and classifications, ranked according to seniority;
  - 6.3.2 Information relating to salaries and fringe benefits.
- 6.4 With reasonable prior notice and approval by the Executive Director, the Union shall be allowed to carry out Union business on the Employer's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, and conference between Union representatives and Employees. Such meetings will be held before or after work hours, or during lunch or breaks.
- 6.5 Courier and E-mail Systems**
- 6.5.1 The Union shall have the right to use the Employer's courier and e-mail systems, telephone system and fax machines located in the workplace for the purpose of communication between the Union and its Employees. Such use shall be at no cost to the Employer. Such distribution will be done before or after work hours or during breaks, including lunch breaks. This right may be limited if abused by the Union.
- 6.6 Except for emergencies, an Employee may refuse to perform duties, normally and regularly performed by management, except as otherwise outlined in this Agreement. Notwithstanding this paragraph, no Employee shall be assigned to supervisory duties such as hiring, firing or imposing discipline on other members of the Bargaining Unit.
- 6.7 The Employer shall not require any Employee to cross a legally established picket line where there is a possibility of danger to the health, security or safety of the Employee, or of danger to the Employee's property.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

- 7.1 The Union recognizes the right of the Employer to manage in accordance with the laws and regulations, and to make, enforce, and amend, from time to time, reasonable rules and regulations to be observed by Employees.
- 7.2 The Employer agrees that it will not exercise its management rights in a manner that is arbitrary, unreasonable, or discriminatory or that is inconsistent with the terms and provisions of this Agreement or the prevailing statutes governing education and labour in the province of Ontario.
- 7.3 The Union recognizes the right of the Employer, subject to any provisions of this Agreement and appropriate legislation to manage its affairs including the right to hire, retire, direct, classify, transfer, promote, demote and lay-off.
- 7.4 **Just Cause:** The parties agree that no Employee shall be:

- 7.4.1 Disciplined, suspended or discharged, except for just cause; and
- 7.4.2 Notwithstanding 7.4.1 the parties agree that the Employer may dismiss a probationary Employee at a lesser standard.

7.5 The Employer shall notify the Union, in writing, within 10 working days when an Employee is reassigned, promoted, demoted, transferred, disciplined or terminated.

## **ARTICLE 8 – CONTRACTING OUT**

8.1 No Employee shall be laid off, lose his job, incur a reduction of his working hours or will lose his right of recall because of contracting out.

8.2 Subject to 8.1, the Employer may contract out Union work in the case of an overload of surplus of work or a lack of Employees available and provided that the Employer has adhered to the dispositions of the collective agreement. In this event, the Employer will provide the Union with full access to his financial statements and records in order to determine for which position the Employer can afford to hire regular workers instead of contracting out the same work.

### **8.3 Co-op students**

8.3.1 A list of co-op students and their pending placements will be shared with the president of the Bargaining Unit for consultation prior to the commencement of placement.

8.3.2 Employees shall not have their hours of work changed or reduced owing to the use of Co-op students in the workplace.

8.3.3 No Employee shall be laid off nor shall the Employer refuse to recall a laid-off Employee owing to the use of Co-op students in the workplace.

### **8.4 Volunteers**

8.4.1 Employees shall not have their hours of work changed or reduced owing to the use of Volunteers in the workplace.

8.4.2 No Employee shall be laid off nor shall the Employer refuse to recall a laid-off Employee owing to the use of Volunteers in the workplace.

### **8.5 Summer Students**

8.5.1 Employees shall not have their hours of work changed or reduced owing to the use of summer school students in the workplace.

8.5.2 No Employee shall be laid off nor shall the Employer refuse to recall a laid-off Employee owing to the use of summer school students in the workplace.

8.5.3 Summer students shall not “quick assign”.

## **8.6 Workfare**

**8.6.1** The Employer agrees not to participate in Ontario Works programs that would involve the placement of welfare recipients in jobs provided by the Employer.

**8.7** If at any time, there is a disagreement about the Work Placement Program, or a co-op student's activities or the use of volunteers while in the workplace, the Bargaining Unit President or designate will contact Executive Director or designate to convene a meeting of representatives from the Bargaining Unit and appropriate administrative staff in order to attempt to alleviate the problem.

## **ARTICLE 9 – TECHNOLOGICAL CHANGES**

**9.1** Technological change shall be defined as any change in work methods or procedures involving the use of machinery, equipment and/or software.

**9.2** When a technological change requiring additional skills is introduced into the workplace, the Employer shall provide the Employee(s), directly affected by such technological change, with training, during their regular work hours when possible.

**9.3** If the Employer decides to lay-off Employees or reduce the hours of work as a result of technological change, every effort shall be made to reduce the hours of work or the number of Employees by attrition.

## **ARTICLE 10 – DISCRIMINATION AND HARASSMENT**

**10.1** There shall not be any discrimination in employment practiced by or on behalf of the Employer with respect to any of the prohibited grounds set out in the Ontario Human Rights Code, nor shall the Employer engage any type of harassment. The Employer and the bargaining unit shall adhere to the Employer's Administrative Policy 004, Discrimination and Harassment.

**10.2** There shall be no discrimination, intimidation, interference, restraint, and coercion, practiced by or on behalf of the Employer with respect to any Employee because of membership or non-membership in the Union.

## **ARTICLE 11 – EMPLOYEE RELATIONS COMMITTEE**

**11.1** A committee consisting of up to two **(2)** representatives of the bargaining unit and up to two **(2)** persons appointed by the Executive Director shall meet at least four **(4)** times a year to discuss matters of mutual concern. Special meetings may be called for the purpose of discussing matters of urgent concern. Where possible, agenda items will be exchanged in writing at least one **(1)** week prior to the meeting.

- 11.2 The purpose of the committee includes promoting and providing effective and meaningful communication of information.
- 11.3 The parties shall notify each other of the names of their respective representatives prior to each meeting. The Union's contact will be the President. The Employer's contact will be the Executive Director.
- 11.4 Meetings of the Committee shall take place during normal working hours and shall be considered time worked for the Bargaining Unit Employees of the Committee.

## **ARTICLE 12 – HEALTH, SAFETY AND SECURITY**

12.1 The Employer shall recognize its obligations to provide a safe, secure and healthful environment for Employees. As well, the Employer shall recognize its obligations to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.

### **12.2 Joint Health and Safety Committee**

12.2.1 A Joint Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives. The working and powers of the Committee are those outlined in the Occupational Health and Safety Act. The Employer and the bargaining unit shall adhere to the Employer's Administrative Policy 003, Health and Safety.

### **12.3 Duty to Accommodate and Modified Work Program**

12.3.1 The Employer and the Bargaining Unit agree to take all reasonable steps to ensure that any Employee who, owing to disabling illness or injury, requires accommodation in order to work or to return to work or to continue to work.

## **ARTICLE 13 – GRIEVANCE AND ARBITRATION**

### **13.1 General**

13.1.1 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with as outlined below.

13.2 No individual member or members of the Union or the Employer may initiate a grievance except through the appropriate party.

### **13.3 Informal Procedure**

**13.3.1** It is the mutual desire of the parties hereto that complaints of Employees be addressed as quickly as possible, and it is understood that an Employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of addressing his/her complaint. Such complaint shall be discussed with his/her immediate supervisor within ten **(10)** days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the Employee. Failing settlement within ten **(10)** days, it shall then be taken up as a grievance in the following manner and sequence.

#### **13.4 Step 1**

**13.4.1** The Union may make written grievance to the immediate supervisor on the appropriate grievance form indicating the section of the collective agreement alleged to be violated.

**13.4.2** The immediate supervisor shall deliver his/her decision in writing within ten **(10)** days following the day on which the grievance was presented to him/her.

**13.4.3** The grievance shall contain:

**13.4.3.1** Identification of the article or articles alleged violated;

**13.4.3.2** A description of the alleged violation;

**13.4.3.3** The relief sought; and

**13.4.3.4** The signature of the duly authorized official of OSSTF and the member concerned.

#### **13.5 Step 2**

**13.5.1** Failing satisfactory settlement at Step 1, the Union may submit the grievance to the Executive Director within ten **(10)** days. The Executive Director or designate shall meet with the Union within ten **(10)** days of receipt of the written request and shall answer the grievance in writing within ten **(10)** days of the meeting.

**13.5.2** A group grievance may be filed at Step 2, and a Union or Policy grievance shall be filed at Step 2 within ten **(10)** days following the circumstances giving rise to the complaint or grievance.

### **13.6 Arbitration**

**13.6.1** Failing satisfactory settlement at Step 2, of any grievance between the parties, such grievance may be submitted to arbitration provided that such a written request is received within sixty **(60)** days after the decision under Step 2.

**13.6.2** The party referring the grievance to arbitration as provided above shall at the same time indicate the desire for a sole arbitrator or an arbitration

board. The other party shall respond in writing within ten **(10)** days responding to the request for a sole arbitrator and providing the names of three **(3)** arbitrators for consideration of the other party. If mutual agreement cannot be reached, the following procedure shall apply:

**13.6.2.1** The party referring the grievance shall give notice to the other party, indicating the name and address of its appointee to the Arbitration Board.

**13.6.2.2** Within seven **(7)** days after the receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.

**13.6.2.3** The two **(2)** appointees so selected shall, within ten **(10)** days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the Arbitration Board.

**13.6.2.4** If the recipient of the notice fails to name an appointee, or if the two **(2)** appointees fail to agree upon a chairperson within the time limit, the appointment may be made by the Minister of Labour upon request of either party.

**13.6.3** The Arbitrator shall mean the Sole Arbitrator or the Arbitration Board, as the case may be. The Arbitrator shall be governed by the following provisions:

**13.6.3.1** The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any Employee or Employer affected by it.

**13.6.3.2** The Arbitrator shall determine procedure, but shall give full opportunity to all parties to present evidence and make representation.

**13.6.3.3** The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.

**13.6.3.4** The parties and the Arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of a grievance.

**13.6.3.5** The Arbitrator shall have the power to amend the grievance; modify penalties, including discharge and disciplinary penalties; and take whatever action or make whatever decision considered by the Arbitrator to be just and equitable in the circumstances.

**13.6.3.6** The Arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.

**13.6.3.7** In the case of an Arbitration Board, the decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs.

**13.6.4** No matter shall be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

**13.6.5** Each of the parties hereto will bear the expense of the nominee appointed by it (if applicable) and the parties will share equally the fees and expenses, if any of the arbitrator.

**13.7** An Employee whose presence is necessary at a hearing at any stage of the grievance process, including grievance and/or arbitration hearings, shall be released from duties in order to attend. The grievor(s) and the Union President or designate shall be paid for regular hours lost under this provision. The Union shall reimburse the Employer for the time of all other Employees whose presence is required by the Union.

### **13.8 Time Lines**

**13.8.1** Time lines may be extended if mutually agreed upon in writing at any stage of the grievance/arbitration proceeding.

**13.8.2** "Days" in **ARTICLE 13 – GRIEVANCE AND ARBITRATION** shall mean working days.

### **13.9 Grievance Mediation**

**13.9.1** Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, 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 timelines 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/arbitration procedure shall continue from the point at which they were frozen. The parties will share equally the fees and expenses, if any, of the mediator.

## **ARTICLE 14 – DISTRIBUTION OF THE COLLECTIVE AGREEMENT**

**14.1** The Employer agrees to produce sufficient quantities of this Agreement to provide every Employee with a copy on the following basis:

**14.1.1** For incumbent Employees within sixty (**60**) days after the Agreement is ratified;

**14.2** The Employer shall provide the President of the Bargaining Unit with 10 copies of this Agreement.

14.3 The cost of production of the collective agreement shall be shared equally between the Employer and the Union.

## **ARTICLE 15 – HUMAN RESOURCES FILE**

15.1 An Employee shall have access during normal business hours to his/her human resources file. The Employee may copy any material contained in these files. Requests to view files must be arranged in advance.

15.2 Where an Employee authorizes in writing access to his/her personal file by another person acting on the Employee's behalf, the Employer shall provide such access, as well as copies of material contained therein, if also authorized and requested.

15.3 The Employer agrees to adhere to the provisions of the Ontario Freedom of Information and Protection of Privacy Act.

15.4 The only recognized human resource file of an Employee shall be the one maintained by the Employer and shall be available and open to the Employee for inspection, in the presence of an Employer representative, at any reasonable time during the regular working hours of the department.

15.5 Notwithstanding paragraph 15.2, the Employer will provide personal information about an Employee to an authorized bargaining unit representative in circumstances involving the administration, interpretation, or application of this Agreement.

15.6 Employees shall receive copies of any materials placed in their human resources files pertaining to issues such as performance, conduct, competence or discipline.

15.7 With the exception of discipline related to conduct which puts at risk the safety and well-being of students, documents contained in an Employee's personnel file which are of a disciplinary or negative nature, including evaluation reports which the Employee considers damning, shall be removed from the file and returned to the Employee no later than two **(2) years (730 days)** after their date of issue as long as there is no reoccurrence within that two **(2) years**; and no continuing reference to the documents removed shall remain in the file.

15.8 An Employee shall be entitled to correct inaccuracies or errors in documents contained in the Employee's human resource file by appending notices of corrections or inaccuracies to documents within the file, which, in the Employee's view, possess errors, or inaccuracies.

15.9 For the purpose of compliance with the provisions of Ontario Regulation 521/01 under the Education Act, the Employer agrees that if applicable, the procedures, guidelines and/or forms developed by OPSBA and OSSTF will be used as the

model to finalize its protocol for the requirements of complying with the provisions of the said Regulations.

## **ARTICLE 16 – HOURS OF WORK**

- 16.1** The normal hours of work shall be thirty-five **(35)** hours per week worked in five **(5)** days of seven **(7)** continuous hours each, Monday to Friday, inclusive. The core hours shall be from 7 am to 5 pm.
- 16.2** The start and end time of the workday shall be determined by the Employer based upon its operational needs.
- 16.3** Except in cases of emergency, the Employer can make changes to the Employee's scheduled start and end time, subject to forty-eight **(48)** hours notice.
- 16.4** With the approval of the immediate supervisor, an Employee may adopt a flexible work week/days so that the average work week over a given period of time is thirty-five **(35)** hours worked per week
- 16.5** Each Employee shall receive each day an uninterrupted and continuous period of not less than thirty **(30)** minutes for lunch (unpaid), free from assigned duties or responsibilities.
- 16.5.1** An Employee's lunch hour may be extended, with the approval of the immediate supervisor, provided that the Employee makes up the time within the same workday.
- 16.6** Each Employee shall be granted two **(2)** fifteen **(15)** minute breaks (paid) in each scheduled workday.

## **ARTICLE 17 – OVERTIME**

- 17.1** Overtime is defined as any work performed above 7 hours per day or 35 hours per week.
- 17.2** All overtime worked must have received prior approval from the supervisor.
- 17.3** Overtime will be compensated as follows:
- 17.3.1** 1 ½ times the regular rate for all hours above 35 hours per week. At the request of the Employee, time off instead of money may be given by the Employer.
- 17.3.2** 1 ½ times the regular rate for all hours worked on a Saturday or Sunday. At the request of the Employee, time off instead of money may be given by the Employer.

**17.3.3** 2 ½ times the regular rate for all hours worked on a statutory holiday. At the request of the Employee, time off instead of money may be given by the Employer.

**17.3.4** The Employer shall not unreasonably deny requests for the time off in lieu of overtime pay.

#### **17.4 Overtime for Part-time Employees**

**17.4.1** The hours of work for part-time Employees shall be set in accordance with the requirements of the Employer with overtime applying for any work performed over the normal full-time hours outlined in **ARTICLE 16 – HOURS OF WORK and overtime being paid in accordance with ARTICLE 17 - OVERTIME.**

#### **ARTICLE 18 – PROBATIONARY PERIOD**

**18.1** All new Employees other than term and casual Employees shall be considered to be on probation for a period of six **(6)** continuous months from date of last hire.

#### **ARTICLE 19 – QUALIFICATIONS**

**19.1** When the qualifications of a position are modified after consultation with the Bargaining Unit, the incumbent shall be deemed to be qualified.

#### **ARTICLE 20 – TRANSFERS**

**20.1** A "transfer" shall mean the relocation of an Employee from one position to another within the bargaining unit.

**20.2** An Employee can be transferred only for legitimate reasons.

**20.3** If the Executive Director or designate decides to transfer an Employee for legitimate reasons, The Executive Director or designate shall meet with the Employee and the bargaining unit President to discuss the reasons for the decision. If, after considering the Employee's objections, the Executive Director or designate decides to proceed with the transfer, he must inform the Employee and the bargaining unit President in writing of this decision and of the reasons for doing so.

#### **ARTICLE 21 – SENIORITY**

**21.1 Definition:** Seniority for regular Employees shall mean the length of continuous service with the Employer, inside the bargaining unit (subject to **21.2**), since the date of hire as a permanent Employee. This shall be called the "seniority date". Seniority shall operate on a bargaining unit-wide basis save and except the provisions of Article 23.4.

**21.2** Length of continuous employment shall include:

- 21.2.1** Any period of continuous “permanent” employment with the Employer prior to the certification of the bargaining unit;
  - 21.2.2** Any period of continuous employment with the Employer without a break during which the Employee was classified as a casual or term Employee; or.
  - 21.2.3** Any period of continuous permanent employment with a predecessor Board for Employees who are employed or transferred from a Predecessor Board without a break of service;
- 21.3** The Employer shall maintain a seniority list showing each Employee's name, seniority date, seniority ranking and occupational classification. The Employer shall post an up-to-date seniority list in all work locations by November 1<sup>st</sup> of each year. Employees will have thirty (30) workdays to notify the Employer of any changes after which time the seniority list will become the official list. Two copies will be forwarded to the Bargaining Unit.
- 21.4** Any questions as to the accuracy of the seniority list must be submitted by the Bargaining Unit or an Employee to the Executive Director, in writing, within thirty **(30)** working days of the posting of the list. When an Employee submits a request for correction, copies will be forwarded to the Bargaining Unit.
- 21.5** If corrections to the accuracy of the seniority list are made, the Employer shall post of an up-to-date seniority list in all work locations by March 15 of every year.
- 21.6** No authorized leave or approved absence (with or without pay), including a secondment, shall constitute a break in continuous service for the purposes of seniority and the Employee shall continue to accumulate seniority during the period of such leave or absence.
- 21.7 Seniority List:** In compiling the seniority list all ties shall be broken based on the following criteria in order:
  - 21.7.1** total experience with the Employer;
  - 21.7.2** total experience in the same job function or in a substantially similar job function with the Rainbow District School Board; le Conseil scolaire du district du Grand Nord de l’Ontario; the Sudbury Catholic District School Board; or le Conseil scolaire catholique du Nouvel-Ontario;
  - 21.7.3** by lot in a manner to be determined by the Employer and the Bargaining Unit.
- 21.8 Seniority for Casual and Term Employees**
  - 21.8.1** Seniority for casual and term Employees shall mean the total hours of work with the Employer.

- 21.8.2** By November 1<sup>st</sup> of each year, the Casual and Term Employee Seniority List shall be updated and posted in all work locations. Employees will have thirty (30) workdays to notify the Employer of any changes after which time the seniority list will become the official list.
- 21.8.3** In compiling the seniority list all ties shall be broken by lot in a manner to be determined by the Employer and the Bargaining Unit.
- 21.8.4** For the purpose of filling vacancies, an updated list showing additional hours since the last official seniority list will be made available by the Employer to the Union.
- 21.8.5** Any casual or term Employee (upon completion of term employment) who has not worked any hours within a consecutive six (6) month period, will be removed from the seniority list and lose all rights and privileges accordingly.

## **ARTICLE 22 – JOB POSTINGS**

### **22.1 Postings**

- 22.1.1** Each posting will indicate the position title, required qualifications, hours of work, whether the job is permanent or temporary, commencement date and deadline date for applications. In addition, each posting for a term position will clearly indicate the start and end date of the position.
- 22.1.2** When a new job class is created, the Bargaining Unit president shall be informed by the Executive Director prior to the posting.

### **22.2 Term positions**

- 22.2.1** The Bargaining Unit president will be informed/notified when a vacant position is known to be three (3) months or more in duration.
- 22.2.2** All term positions shall be advertised internally and externally simultaneously for at least five (5) workdays before the deadline for applications for the position.
- 22.2.3** If more than one qualified permanent Employee applies for the vacancy, the position will be granted to the Employee with the most seniority. Upon completion of the term employment, the permanent Employee shall return to the position he held immediately prior to being assigned to the term employment with all the rights and privileges enjoyed at that time.
- 22.2.4** After having complied with the procedure outlined in **21.1.2** and **21.1.3**, the Employer will offer the position to the qualified term or casual Employee with the most seniority.
- 22.2.5** The Employer may recruit external applicants after having complied with **21.1.2** to **21.1.4**.

## 22.3 Permanent Services Positions

- 22.3.1** Where a vacancy for a permanent position occurs in the Bargaining Unit, the position shall be advertised within the Bargaining Unit and the following will apply:
- 22.3.1.1** Within ten **(10)** working days of the position becoming vacant, the Employer shall post the vacancy at every work location where Employees are employed.
  - 22.3.1.2** If more than one qualified permanent Employee applies for the vacancy, the position will be granted to the Employee with the most seniority as defined in Article 21.1. The Employee's seniority will be transferred to another department, if applicable.
  - 22.3.1.3** In addition to the provisions of Article 22.3.1.1, the Employer shall forward forthwith the job posting to all Employees on the recall list.
  - 22.3.1.4** Should there be no application from permanent qualified Employees, Employees on the recall list shall be offered the position in accordance with the provisions of Article 23.9.
  - 22.3.1.5** After having complied with the procedure outlined in Article 22.3.1, the Employer will offer the position to the qualified term or casual Employee with the most seniority.
  - 22.3.1.6** The Employer may recruit external applicants after having complied with **22.3.1** and **22.3.1.5**.
  - 22.3.1.7** The Employer may hire a casual Employee until the posting procedure provided herein has been complied with and arrangements have been made to permit the Employee selected to fill the vacancy to be assigned to the job.

## 22.4 New Transferred Positions

- 22.4.1** As a result of the transfer of services from a predecessor Board, save and except a custodial or maintenance position, the following will apply:
- 22.4.1.1** Within ten **(10)** working days of the position becoming vacant, the Employer shall post the vacancy at every work location where Employees are employed.
  - 22.4.1.2** The Employer shall forward the job posting to all Employees on the recall lists.
  - 22.4.1.3** A vacancy shall be posted for at least ten **(10)** workdays before the deadline for applications for the position.

**22.4.1.4** The job posting shall contain at least the following information: nature of position, classification, job related qualifications, hours of work, location, and salary range.

**22.4.1.4.1** The position shall be offered to the qualified regular or permanent Employee from a predecessor board, from the services or department assumed by the Employer. If more than one qualified regular or permanent Employee from a predecessor board applies for the vacancy, the position will be granted to the member with the earliest date of hire with his or her current Employer, in a regular or permanent position.

**22.4.1.4.2** If the position cannot be staffed according to **22.4.1.4.1**, the position shall be offered to the qualified permanent Employee from the Bargaining Unit. If more than one qualified permanent Employee applies for the vacancy, the position will be granted to the member with the most seniority.

#### **22.4.2 Working conditions:**

**22.4.2.1** When an Employee from a predecessor board from the service or department assumed by the Employer accepts a position with the Employer his experience shall be recognized for the purposes of salary and vacation.

**22.4.2.2** For seniority purposes with the Employer, an Employee will have his seniority date adjusted to reflect the date of last hire recognized by his predecessor board for their seniority purposes.

**22.4.2.3** Subject to **29.4 – Sick Leave**, an Employee from a predecessor board may elect to transfer to the Employer any sick leave credits accumulated with his predecessor board.

**22.5** A copy of each job posting shall be sent to the President of the Bargaining Unit.

**22.6** The Employer will maintain a casual list of qualified Employees. Employees on the casual list may be called upon to replace Employees absent from work for a period of less than three (**3**) months. Laid off members who have recall rights are to be called and offered this work before others on the casual list.

### **ARTICLE 23 – LAY OFF AND RECALL – PERMANENT EMPLOYEES**

**23.1** An Employee affected by a reduction in the number of Employees or by a reduction of hours of work will be deemed to have been laid-off and may exercise all the rights and privileges herein.

- 23.2** The Employer shall take the following steps, in order, before utilizing the layoff procedure:
- 23.2.1** inviting retirements;
  - 23.2.2** accepting voluntary resignations;
  - 23.2.3** offering leaves of absence to interested Employees;
  - 23.2.4** offering interested Employees the option of taking a voluntary reduction in working hours.
- 23.3** The Employer agrees that in the event of a lay off, Employees will be laid off in reverse order of seniority in the bargaining unit, and shall continue to accumulate seniority for up to two years while on lay off. All laid-off Employees shall be entitled to thirty **(30)** days written notice of lay-off.
- 23.4** An Employee laid-off within a department may elect to:
- 23.4.1** Be placed on the recall list ; or
  - 23.4.2** Solely within the same department, bump an Employee, who holds a position in his classification and remunerated at an hourly rate that is equivalent to the laid-off Employee, with the least seniority provided the senior Employee has the job related qualifications to perform the job.
  - 23.4.3** Solely within the same department, if **23.4.2** is not possible, bump an Employee, who holds a position in another classification and remunerated at an hourly rate that is equivalent to the laid-off Employee, with the least seniority provided the senior Employee has the job related qualifications to perform the job.
  - 23.4.4** Solely within the same department, if **23.4.3** is not possible, bump an Employee, who holds a position in any classification and remunerated at a lower hourly rate than the laid-off Employee, with the least seniority provided the senior Employee has the job related qualifications to perform the job.
- 23.5** An Employee displaced by an Employee with more seniority shall be deemed to have been laid-off and retains all the rights outlined in **23.4** above.
- 23.6** Any Employee who is laid-off and who cannot displace an Employee with less seniority shall have their name placed on the recall list.
- 23.7** Employees who bump to a position with less pay will be placed at the salary rate, which represents the next highest amount above the Employee's present rate of pay. Employees who bump to a position with less pay and whose salary is higher than the maximum hourly rate of the new grid shall have their pay level reduced to the maximum hourly rate of the new grid.
- 23.8** Employees who have changed positions under **ARTICLE 23 – LAY OFF AND RECALL – PERMANENT EMPLOYEES** shall have the right to reinstatement in

their former position, if such becomes available, within two **(2)** years from the date of accepting the new position.

## **23.9 Recall Rights**

- 23.9.1** The Employer shall maintain a recall list showing each Employee's name, seniority date, seniority ranking and occupational classification for all positions or term positions, which become vacant.
- 23.9.2** Any Employee whose employment has been terminated in accordance with the provisions of seniority and lay-off procedures of this Agreement and does not elect to receive a severance allowance in accordance with the *Employment Standards Act* shall be eligible for recall for a period of two **(2)** years from the effective date of termination and shall maintain relative position on the seniority list for that period of time. At the end of the two (2) year period, a severance allowance will be paid out in accordance with the Employment Standards Act and the Employee's rights will be terminated.
- 23.9.3** The Employer agrees that Employees will be entitled to recall in order of greatest seniority within the bargaining unit, provided the individuals have the qualifications to fill the positions for which they have applied for in accordance with **ARTICLE 22 – JOB POSTINGS**.
- 23.9.4** No new Employee will be hired until all persons on lay-off have been given an opportunity for recall.
- 23.9.5** An Employee who accepts a position in accordance with **ARTICLE 23 – LAY OFF AND RECALL – PERMANENT EMPLOYEES** shall be reinstated as though there had been no interruption in seniority with full rights and benefits unless specifically modified by this Agreement.
- 23.9.6** All Employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.

## **ARTICLE 24 – JOB CLASSIFICATION AND RE-CLASSIFICATION**

### **24.1 Pay Equity Gender Neutral Comparison System**

- 24.1.1** The Employer agreed that the OSSTF Pay Equity Gender Neutral Comparison System with “le Conseil scolaire du district du Grand Nord de l’Ontario” and “le Conseil scolaire catholique du Nouvel-Ontario” shall be used for the purposes of the Pay Equity Act and in the classification of new positions created by the Board and to re-classify positions where skills, effort, responsibilities or working conditions have changed.

### **24.2 Classification of New Position**

- 24.2.1** When the Employer creates a new position, the Employer shall:

- 24.2.1.1** Provide the Bargaining Unit with the new job description
- 24.2.1.2** Establish the salary category
- 24.2.1.3** Advise the Bargaining Unit of the assigned category
- 24.2.1.4** One year after the Employer creates a new position the parties shall initiate a review by referring the position in question to the Job Evaluation Committee outlined in **24.3**.

### **24.3 Job Evaluation Committee**

- 24.3.1** The Job Evaluation Committee will consist of two **(2)** representatives of the Bargaining Unit, appointed by the Bargaining Unit Executive, and two **(2)** representative of the Employer. The committee will review the job description, collect the job data through the use of the OSSTF Pay Equity Job Evaluation System Questionnaire, interview the incumbent(s) and the immediate Supervisor, if necessary and determine if a change in category is required. The Job Evaluation Committee shall complete its work within two **(2)** months of a referral being made to them.

### **24.4 Re-classification Request**

- 24.4.1** When an existing position has been altered significantly as agreed by the Employee's supervisor, the Employee shall have the right to request in writing a review of the position that shall be submitted to the President of the Bargaining Unit with a copy to the Executive Director.
- 24.4.2** The Employer shall refer the position in question to the Job Evaluation Committee, referred to in **24.3** to review the job description, collect the job data through the use of a jointly approved Pay Equity Job Evaluation Questionnaire, interview the incumbent(s) presently holding the position and the incumbent's Immediate Supervisor, if necessary, and to determine if a change in category is required. The Committee shall complete its work within two **(2)** months of the Bargaining Unit notification to the Board.
- 24.4.3** Within ten **(10)** working days of the Job Evaluation Committee making a decision regarding a position referred to it, the Employer shall inform, in writing, with a copy to the Bargaining Unit President, the Member(s) who hold(s) the position giving the decision of the Committee.

### **24.5 Salary Adjustments**

- 24.5.1** When a job evaluation results in a lower salary grid being assigned, the incumbent's salary shall be red-circled.
- 24.5.2** The new rate shall become retroactive to the time the new position was first filled by the Employee or the date of the written request for review.

- 24.6** Notwithstanding the above, all job evaluations and re-evaluations shall be in accordance with the Pay Equity Act and the Pay Equity Plan posted by the parties.
- 24.7** All decisions of the Job Evaluation Committee will be final and binding on all parties and shall not become the subject of a grievance.

## **ARTICLE 25 – SALARY ADMINISTRATION AND PAYROLL DEDUCTIONS**

**25.1** Each permanent Employee will advance from their present level to the next level set out in the salary schedule, twelve **(12)** months after the Employee was last advanced on their anniversary date, until the Employee reaches the maximum. Except where prohibited by law, if an Employee is absent without pay in excess of thirty **(30)** calendar days during a twelve **(12)** month period, his anniversary date will be extended by the length of such absence in excess of thirty **(30)** calendar days. The anniversary date is the first day the Employee resumes employment.

### **25.2 Relieving Rate**

**25.2.1** An Employee who relieves in a higher position at the request of the Employer for a period of ten **(10)** days or more will be placed at the salary rate, which represents the next highest amount above the Employee's present rate of pay.

**25.2.2** The next highest amount will not be less than four percent **(4%)** above the Employee's present rate of pay.

### **25.3 Promotion Rate**

**25.3.1** An Employee who is promoted to a job in a higher category within the bargaining unit will be placed on the level of the salary schedule of the higher rated category so that the Employee will receive no less an increase in salary than the equivalent of one step in the previous category (provided that it does not exceed the salary range of the category to which the Employee has been promoted). Where the Employee was at maximum of the Employee's previous category, the Employee will be placed on the level of the salary schedule of the higher rated category so that the Employee will receive no less an increase in salary than four percent **(4%)**. Where the Employee has previous permanent experience with the Employer in the same position to which the Employee has been promoted within six **(6)** years of the promotion, such experience will be recognized for placement on the salary scale. A new anniversary date will be determined based on the start date in the new position.

**25.3.1.1** For the purpose of paragraph **25.3 - Promotion Rate**, promotion shall be defined as a move from one category to another category with a higher salary grid and shall not include a change in status from part-time to full-time or vice-versa.

**25.3.1.2** The Employee who moves to a job in a lower rated category will be placed at a level on the grid, if any, which most closely recognizes the Employee's experience level on the other grid.

**25.3.2** Where an Employee is promoted from a temporary or casual position to a permanent position for which he already has previous permanent experience with the Employer, the experience will be considered in determining placement on the grid up to Step 3.

**25.4 Method of Payment**

All Employees covered by this Agreement will receive their pay by direct deposit in the bank of their choice. All Employees will be paid bi-weekly on the second Thursday of the pay period. Casual Employees may be paid by "time sheets" and the Employer may withhold up to two (2) weeks of back-pay.

**ARTICLE 26 – SALARY GRIDS**

**26.1 Permanent and Term Employees**

**26.1.1 Hourly rates effective January 1<sup>st</sup>, 2007 (3%)**

JANUARY 1 <sup>ST</sup> 2007					
CLASSIFICATION	STEPS AND HOURLY RATES				
	1	2	3	4	5
Transportation Clerk	\$17.29	\$18.87	\$20.67	\$21.95	\$22.92
Transportation Officer	\$25.33	\$26.82	\$28.28	\$29.78	\$31.26
Technology Technician	\$25.33	\$26.82	\$28.28	\$29.78	\$31.26

**26.1.2 Hourly rates effective January 1, 2008 (3%)**

January 1, 2008					
CLASSIFICATION	STEPS AND HOURLY RATES				
	1	2	3	4	5
Transportation Clerk	\$17.81	\$19.44	\$21.29	\$22.61	\$23.61
Transportation Officer	\$26.09	\$27.63	\$29.13	\$30.67	\$32.20
Technology Technician	\$26.09	\$27.63	\$29.13	\$30.67	\$32.20

**26.1.3 Hourly rates effective January 1<sup>st</sup>-2009 (2%) See letter of understanding**

January 1 <sup>st</sup> -2009					
CLASSIFICATION	STEPS AND HOURLY RATES				
	1	2	3	4	5
Transportation Clerk	\$18.17	\$19.82	\$21.72	\$23.06	\$24.08
Transportation Officer	\$26.61	\$28.18	\$29.71	\$31.28	\$32.84
Technology Technician	\$26.61	\$28.18	\$29.71	\$31.28	\$32.84

**26.1.4 Hourly rates effective January 1, 2010 (2%) See letter of understanding**

January 1, 2010					
CLASSIFICATION	STEPS AND HOURLY RATES				
	1	2	3	4	5
Transportation Clerk	\$18.53	\$20.22	\$22.15	\$23.52	\$24.56
Transportation Officer	\$27.14	\$28.74	\$30.31	\$31.91	\$33.50
Technology Technician	\$27.14	\$28.74	\$30.31	\$31.91	\$33.50

## **26.2 Casual Employees**

- 26.2.1 Casual Employees shall be paid at 85% of step 1 of the appropriate classification.
- 26.2.2 New casual Employees hired for unskilled duties shall be paid at 70% of step 1 of the Transportation Clerk classification.
- 26.2.3 Casual Employees who are trained as a Transportation Clerk may have transportation clerk salary increase as required.

## **ARTICLE 27 – BENEFITS PLANS**

**27.1** The Employer agrees to offer permanent Employees the option of group insurance coverage. However, it is understood that in doing so, the Employer has not agreed to act as insurer nor to guarantee availability of insurance coverage in any form. Group insurance plans are provided through insurance carriers and are always subject to the provisions of the policy.

### **27.2 Eligibility Criteria**

- 27.2.1** The Employee is enrolled and covered under the insurance plans specified in this article upon commencement of employment.
- 27.2.2** Staff enrolment and continuous membership in specific plans outlined herein (basic life insurance, basic accidental death/injury insurance, spousal and dependent life insurance, long-term disability insurance) is compulsory.
- 27.2.3** The Employee may choose not to enrol in plans outlined in **27.6** and **27.7** upon presenting proof of membership in a spouse's insurance plan.
- 27.2.4** Employees on leave who purchase benefits from the Employer may prepay insurance premiums through monthly preauthorized bank deductions or by post-dated cheque.
- 27.2.5** Retired Employees may continue existing benefit plan coverage at their own expense, if applicable. It is understood that, for the purpose of plan administration, experience and premiums, the Employer may place retirees in a separate group altogether or in an Employee group which includes retirees.

**27.2.6** The Union will be provided with a copy of the insurance policy thirty **(30)** days after the Employer has received the final document.

### **27.3 Basic Group Life Insurance Plan**

The Employer covers **100%** of the premium cost for basic Group Life Insurance as stipulated in Appendix A.

### **27.4 Basic Accidental Death and Dismemberment Insurance Plan**

The Employer covers **100%** of the premium cost for basic Accidental Death or Dismemberment Insurance as outlined in Appendix A.

### **27.5 Spousal and Dependent Life Insurance Plan**

The Employer covers **100%** of the premium cost for Spousal Life Insurance and **66 2/3%** of the premium cost for Dependent Life Insurance as stipulated in Appendix A.

### **27.6 Supplementary Health Insurance Plan**

The Employer covers **100%** of the premium cost for Supplementary Health Insurance as outlined in Appendix A.

### **27.7 Dental Insurance Plan**

The Employer covers **100%** of the premium cost for Dental Insurance as specified in Appendix A.

### **27.8 Optional Accidental Death and Dismemberment Insurance Plan**

The Employee can enrol in an optional Accidental Death and Dismemberment Insurance Plan as outlined in Appendix A by prepaying the full premium cost through authorized source deductions.

### **27.9 Long-term Disability Insurance Plan**

**27.9.1** Enrolment in the Long-term Disability Insurance Plan is mandatory.

**27.9.2** Employees cover the premium cost for Long-term Disability Insurance through source deductions. An Employee who has LTD coverage must apply for benefits within the waiting period as defined by the policy.

**27.9.3** Employees receiving long-term disability benefits are eligible for benefits at their own expense.

**27.9.4** Accumulated vacation entitlement will be paid to Employees receiving long term disability benefits only after twenty-four (24) months of

disability at which time the definition of disability, according to the insurer, changes and the insurer confirms that the Employee will still receive long term disability benefits.

## **ARTICLE 28 - PENSIONS - ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM (OMERS)**

**28.1** The Employer will enter into an Agreement under the OMERS plan for Employees covered under the terms of this Agreement. The above will be administered subject to the rules and regulations established by OMERS and the *Pension Act*.

**28.1.1** Enrolment in OMERS is compulsory for all full-time Employees in accordance with OMERS rules, regulations and requirements.

**28.1.2** The Employer will match the Employees' contributions to OMERS.

## **ARTICLE 29 – AUTHORIZED LEAVES**

### **29.1 Statutory Holidays**

**29.1.1** The following days shall be recognized as statutory holidays for permanent Employees and paid at the regular rate of pay:

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

**29.1.2** In addition to the statutory holidays referred to in **29.1.1**, permanent Employees are entitled to a annual floating statutory holiday, which shall be granted on a date mutually agreed to by the supervisor and the Employee. The granting of this date shall not be unreasonably denied.

**29.1.3** When a statutory holiday falls on a Saturday or a Sunday, the Employer, after consulting the Bargaining Unit, shall designate a working day in lieu thereof.

### **29.2 Vacation**

#### **29.2.1 Administration and allocation of vacation entitlement**

**29.2.1.1** Vacation entitlement is based on years of service.

- 29.2.1.2** Vacation entitlement is credited to Employee's account on September 1<sup>st</sup> of each year.
- 29.2.1.3** By November 1<sup>st</sup> of every year, the Employer provides each Employee with a report on the accumulated vacation entitlement to his credit as of September 1<sup>st</sup>.
- 29.2.1.4** Vacation entitlement for part-time Employees is prorated to the Employee's hours of work.
- 29.2.1.5** Employees who have not utilised all of their vacation entitlement in a given year may elect to transfer up to five **(5)** days of unused vacation to the following year's vacation entitlement. More than five **(5)** days may be transferred with the approval of the Executive Director.

## **29.2.2 Vacation entitlement for permanent and term Employees**

Vacation entitlement is based on the following grid:

Years of service as of August 31	Annual vacation entitlement for a permanent Employee	Monthly vacation entitlement for a permanent Employee	% of the hourly rate as vacation pay for a term Employee
Less than one (1) year	-	1.33 days	6.4%
One (1) year	16 days	1.33 days	6.4%
Five (5) years	17 days	1.42 days	6.8%
Six (6) years	18 days	1.5 days	7.2%
Seven (7) years	19 days	1.58 days	7.6%
Eight (8) years	20 days	1.67 days	8.0%
Nine (9) years	21 days	1.75 days	8.4%
Ten (10) years	22 days	1.83 days	8.8%
Eleven (11) years	23 days	1.92 days	9.2%
Twelve (12) years	24 days	2 days	9.6%
Thirteen (13) years	25 days	2.08 days	10.0%
Fourteen (14) years	26 days	2.17 days	10.4%
Fifteen (15) years	27 days	2.25 days	10.8%
Sixteen (16) years	28 days	2.33 days	11.2%
Seventeen (17) years	29 days	2.42 days	11.6%
Eighteen (19) years	30 days	2.5 days	12.0%
Twenty-one (21) years	31 days	2.58 days	12.4%
Twenty-three (23) years	32 days	2.66 days	12.8%
Twenty-five (25) years	33 days	2.75 days	13.2%

- 29.2.3** No deduction shall be made from the Employee vacation entitlement when a statutory holiday falls during the Employee's scheduled vacation period.
- 29.2.4** Upon termination, a permanent Employee shall be reimbursed for any unused vacation entitlement.
- 29.2.5** When a permanent Employee submits a medical certificate confirming that the Employee's scheduled vacation was interrupted due to serious illness or an admission to a hospital, the period stated in the medical certificate shall be considered sick leave and the Employee's vacation days shall be credited accordingly.
- 29.2.6** Employees shall normally utilise their vacation entitlement during the months of August and July. The preparation of the vacation schedule must take into account the needs of the Employer and seniority of each member.

### **29.3 Vacation – Casual Employees**

Vacation Pay for each Employee shall be calculated as 4% of gross pay and paid on each pay cheque.

### **29.4 Sick Leave**

#### **29.4.1 Administration and allocation of sick leave entitlement**

- 29.4.1.1** The Employer shall maintain a sick leave plan where the compilation of sick leave days are registered, both current entitlement and deductions for each Employee.
- 29.4.1.2** The Employer is responsible for the administration of the sick leave plan; to make decision required for its effective operations and, as required, to adopt procedures related to the administration of the plan.
- 29.4.1.3** By November 1<sup>st</sup> of every year, the Employer shall provide every Employee a statement of accumulated sick leave days in his account.

#### **29.4.2 Sick leave entitlement**

- 29.4.2.1** Each full time Employee shall be entitled to two **(2)** days of sick leave per month for the current school year. This entitlement is prorated for part-time Employees, for Employees whose employment is effective after the beginning of a school year and for Employees whose

employment changes from full time to part time during a school year.

**29.4.2.2** Unused sick leave days shall be accumulated to a maximum of two hundred **(200)** days.

**29.4.2.3** Employees who accumulate the maximum two hundred **(200)** days shall thereafter receive by the end of November of every year the sum of thirty dollars **(\$30)** for every unused sick leave day above two hundred **(200)**. This amount is subject to the rules and regulations of Services Canada.

### **29.4.3 Sick leave utilisation**

**29.4.3.1** Employees absent due to illness shall receive his salary as long as the Employee has accumulated sick leave days in his account.

**29.4.3.2** For each absence from work due to illness, deductions in increments of thirty (30) minutes, as the case may be, shall be deducted from the Employee's account.

### **29.4.4 Absences due to sick leave**

#### **29.4.4.1 Absences approved by the Workplace Safety and Insurance Board (WSIB).**

The *Workplace Safety and Insurance Act* provides Employees with an insurance against the loss of salary due to an accident while carrying out an Employee's duties. According to the cumulative sick leave plan provided by this collective agreement, the Employer must increase all WSIB payment to ensure that the Employee receives full salary. If the Employee runs out of sick leave days, he shall be entitled only to WSIB payments.

**29.4.4.2** A medical certificate shall be provided for absences of four (4) consecutive workdays due to illness. At the Employer's request, a medical certificate may be provided for absences of less than four (4) consecutive workdays due to illness.

**29.4.4.3** In exceptional circumstances, the Employer may request that an Employee reports to a qualified medical practitioner of the Employer's choice. In this event, the Employer shall be responsible for costs related to the medical examination.

**29.4.4.4** Employees on sick leave for thirty **(30)** consecutive workdays or more must inform the Employer of his intention to return to

work and submit a medical certificate confirming that the Employee is ready to return.

## **29.5 Bereavement Leave**

**29.5.1** The Employer shall grant leave without loss of pay in accordance with the following:

**29.5.1.1** up to five **(5)** consecutive workdays to attend the funeral for anyone of the following family member: father, mother, spouse, brother, sister, son, daughter, father-in-law, mother-in-law, and guardian.

**29.5.1.2** up to three **(3)** consecutive workdays to attend the funeral for anyone of the following family member: grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

**29.5.1.3** One **(1)** workday to attend the funeral of anyone of the following: uncle, aunt, niece, nephew, a person to whom the Employee acted as a parent, a person acted as a parent and a person who resides with the Employee.

**29.5.2** Upon request, an Employee who has to travel more than 500 kilometres for bereavement leave shall be entitled to two **(2)** supplementary days of leave without pay.

**29.5.3** Upon request, an Employee who has to travel more than 1,000 kilometres for bereavement leave shall be entitled to four **(4)** supplementary days of leave without pay.

**29.5.4** Upon request for reason of particular circumstances, the Employer may grant an extension to a bereavement leave. Such extension shall be without pay.

## **29.6 Quarantine**

**29.6.1** An Employee, after being exposed to a communicable disease, who is quarantined by order of a medical officer of health, is deemed to be on paid leave.

## **29.7 Jury or Witness Duty**

**29.7.1** When an eligible Employee is required to be absent because of jury duty, or is subpoenaed as a witness for a tribunal in a case that the Employee is not party to nor the accused, the absence shall be with pay nor deductions from sick leave.

- 29.7.1.1** The Employee shall provide the Employer a certificate, signed by a representative of the tribunal, requiring the Employee's attendance.
- 29.7.1.2** The Employee who is required to be absent because of jury duty, or is subpoenaed as a witness in accordance with **29.7.1** deposits with the Consortium the full amount of compensation received excluding mileage, travelling and meal allowances.
- 29.7.1.3** When an Employee is required to be absent from work to attend a tribunal or a case due to the Employee's employment obligations, the leave will be with pay.
- 29.7.1.4** Upon presenting the appropriate proof, an Employee shall be granted leave without pay to attend a tribunal or a case that the Employee is party to if the tribunal or case is not work related.

## **Pregnancy and Parental Leave (Include Sub Plan)**

### **29.7.2 Preamble**

Pregnancy and parental Leave are subject to the provisions of the *Employment Standards Act and the Employment Insurance Act*.

### **29.8.2 Pregnancy Leave**

- 29.8.2.1** An Employee who has worked for at least thirteen **(13)** weeks has a right to a pregnancy leave without pay of seventeen **(17)** consecutive weeks.
- 29.8.2.2** An Employee shall give the Employer written notice of at least two **(2)** weeks before the pregnancy leave is to begin. The Notice must indicate the date the leave is to commence and the anticipated date of return to work. The notice is to be accompanied by a medical certificate attesting to the pregnancy and confirming the due date.
- 29.8.2.3** An Employee may begin the leave on an earlier day than was set out in the notice if the Employee gives the Employer a written notice at least two **(2)** weeks before that earlier day. The leave may begin on a later day if the Employee gives the Employer a written notice at least two **(2)** weeks before the day set out in the original notice.
  - 29.8.2.3.1** The two **(2)** weeks period may be less if the Employee provides a medical certificate

confirming that the Employee must leave work earlier than expected.

**29.8.2.3.2** In unforeseen circumstances, the Employee may be exempted from the formality of providing notice if the Employee submits to the Employer a medical certificate confirming the she had to leave employment without delay.

**29.8.2.4** The Employee may end her pregnancy leave earlier than anticipated by giving her Employer written notice of at least four **(4)** weeks before the day she wishes to end her leave.

**29.8.2.5** If birth occurs after the expected due date, the member may prolong the pregnancy leave for a period equal to the delay by giving her Employer written notice at least four **(4)** weeks before the initial anticipated date of return.

**29.8.2.6** During the pregnancy leave, the Employer shall pay its share of benefits premiums to which the Employee subscribed immediately prior to the leave, unless the Employee chose to not to participate and she so informs the Employer in writing.

**29.8.2.7** During pregnancy leave, the Employee:

**29.8.2.7.1** Accumulates seniority;

**29.8.2.7.2** Maintains her right to apply for posted vacancies;

**29.8.2.7.3** Accumulates sick leave credits;

**29.8.2.7.4** Subject to the rights and privileges accorded by the *Employment Standards Act*, cannot utilise her sick leave credits.

**29.8.2.7.5** Accumulates vacation credits

#### **29.8.2.8 Supplementary Employment Benefit Plan (SEBP)**

**29.8.2.8.1** For the two **(2)** weeks waiting period for employment insurance, an Employee on pregnancy leave is entitled to payments equivalent to ninety-five percent **(95%)** of her salary.

**29.8.2.8.2** In order to receive the SEBP, the Employee must provide the Employer with a payment stub

received from (The Employment Commission of Canada) or other documentation indicating that the Employee has applied for employment insurance and has completed her two-week waiting period.

**29.8.2.8.3** The Employee returns to the pre-leave position upon the Employee's return.. If the position does not exist, the pertinent provision of the current collective agreement shall apply.

## **29.9 Parental /Family Leave**

**29.9.1** An Employee who has worked for at least thirteen **(13)** weeks and who is the mother of a child has a right to a parental or adoption leave without pay of thirty five **(35)** consecutive weeks following the birth of her child, and in the case of an adoption, the coming of the child into the Employee's custody, care and control for the first time.

**29.9.2** An Employee shall give the Employer written notice of at least two **(2)** weeks before the leave is to begin. The Notice must indicate the date the leave is to commence and the anticipated date of return to work.

**29.9.3** An Employee may begin the leave on an earlier day than was set out in the notice if the Employee gives the Employer a written notice at least two **(2)** weeks before that earlier day. The leave may begin on a later day if the Employee gives the Employer a written notice at least two **(2)** weeks before the day set out in the original notice.

**29.9.4** The Employee may end the leave earlier than anticipated by giving the Employer written notice of at least four **(4)** weeks before her or his return.

### **29.9.5 Commencement of leave**

**29.9.5.1** The leave of an Employee who has taken a pregnancy leave must begin immediately after the end of the pregnancy leave, unless the child has not yet come under the Employee's custody, care and control for the first time.

**29.9.5.2** The leave of thirty five **(35)** weeks or thirty seven **(37)** weeks cannot begin later than fifty two **(52)** weeks after the birth of the child or after the child comes under the Employee's custody, care and control for the first time.

**29.9.6** During the leave, the Employer shall pay its share of benefit premiums for the benefits the Employee subscribed to immediately prior to the leave, unless the Employee chooses not to participate and the Employee so informs the Employer in writing.

**29.9.7** During the leave, the Employee:

**29.9.7.1** Accumulates seniority;

**29.9.7.2** Maintains her right to apply for posted vacancies;

**29.9.7.3** Accumulates sick leave credits;

**29.9.7.4** Subject to the rights and privileges accorded by the *Employment Standards Act*, cannot use her sick leave credits.

**29.9.7.5** Accumulates vacation leave credits.

**29.9.8** The Employee returns to his position upon the Employee's return from leave. If the position does not exist, the pertinent provision of the current collective agreement shall apply.

**29.9.9 Extended Parental Leave/Adoption Leave**

**29.9.9.1** The Employer shall grant to an Employee an extended parental or adoption leave without pay of up to eighteen **(18)** consecutive months. The extended parental or adoption leave must begin immediately after the end of the Parental/Family Leave outlined in 29.9.

**29.9.9.2** An Employee shall give the Employer written notice of at least four **(4)** weeks before the leave is to begin. The Notice must indicate the date the leave is to commence and the anticipated date of return to work.

**29.9.9.3** The Employee may end the leave earlier than anticipated by giving the Employer written notice of at least four **(4)** weeks before her or his return.

**29.9.9.4** During the leave, the Employee may elect to continue benefit coverage that the Employee subscribed to immediately prior to the leave, if the Employee pays the full benefit premium for the period of leave. Benefit premiums shall be reimbursed on a monthly basis or in accordance with other arrangements as agreed to by the Employee and the Employer.

**29.9.9.5** During the leave, the Employee:

**29.9.9.5.1** Accumulates seniority;

**29.9.9.5.2** Does not accumulate credits for years of service with the Employer;

**29.9.9.5.3** Maintains her right to apply for posted vacancies;

**29.9.9.5.4** Does not accumulates sick leave credits;

**29.9.9.5.5** Subject to the rights and privileges accorded by the *Employment Standards Act*, cannot utilise her sick leave credits.

**29.9.9.6** The Employee returns to the position upon the Employee's return from leave. If the position does not exist, the pertinent provision of the current collective agreement shall apply.

**29.9.9.7** Temporary assignment

An Employee may request to be temporarily assigned to other duties:

**29.9.9.7.1** If she is pregnant and her conditions of work is a source of risks of communicable diseases or dangers to her health or the to the health of the unborn child;

**29.9.9.7.2** If her working conditions is a source of danger to the health of the chid being breastfed.

**29.9.9.7.3** If she regularly works with a cathode ray screen

## **29.10 Paternity Leave**

**29.10.1** The Employer shall grant to the spouse two (2) days of leave with pay for the birth or adoption of a child.

## **29.11 Personal Leave**

**29.11.1** Subject to a prior request to the Executive Director or his designate, the Employer shall grant, per school year, to each Employee, up to five **(5)** days with pay or ten **(10)** half days with pay and with deduction from sick leave for the following reasons:

**29.11.1.1** Up to three **(3)** days for personal reasons. These days cannot be taken the day preceding or the day following Christmas Break, March Break or a statutory holiday;

**29.11.1.2** For academic or professional testing which takes place during hours of work;

**29.11.1.3** University graduation of the Employee or of an Employee's child or spouse;

**29.11.1.4** For an emergency situation which prevents the Employee from going to work or to exercise her or his responsibilities;

**29.11.1.5** For illness of a member of the immediate family (spouse, son, daughter, father or mother).

## **29.12 Inclement Weather**

**29.12.1** Leave granted for inclement weather shall be in accordance with the Employer's policies and procedures.

## **29.13 Leave of Absence Without Pay**

**29.13.1** Subject to a written request submitted prior to the commencement of the leave, the Employer may grant a leave of absence without pay of up to two **(2)** years. The Employer shall inform the Employee in writing of its decision. A leave of absence without pay shall not be unreasonably denied.

**29.13.2** An Employee on a leave of absence without pay for two **(2)** years may request a renewal of the leave but the Employer retains the right to accept or refuse such a request.

**29.13.3** Requests for a leave of absence without pay must be submitted at least three **(3)** months prior to the commencement of the leave. However, under certain circumstances, the Employer may grant a leave of absence without pay without regards to the three **(3)** months advance notice.

**29.13.4** During a leave of absence without pay and subject to the provisions of the insurance policy, an Employee, may continue all of their benefits coverage if the Employee pays the full benefit premium for the period of leave. Benefit premiums shall be reimbursed on a monthly basis or in accordance with other arrangements as agreed to by the Employee and the Employer.

**29.13.5** During the leave of absence without pay, the Employee:

**29.13.5.1** Does not accumulate sick leave days;

**29.13.5.2** Cannot utilise sick leave days;

**29.13.5.3** Does not accumulate vacation days;

**29.13.5.4** Does not accumulate credits for years of service with the Employer.

**29.13.6** If the approved leave of absence without pay is for three **(3)** months or more, the position is posted in accordance with the provisions of the current collective agreement.

**29.13.7** The Employee returns to the pre-leave position upon the Employee's return. If the position does not exist, the pertinent provision of the current collective agreement shall apply.

## **29.14 Leave for Union Related Duties**

### **29.14.1 Bargaining Unit President**

**29.14.1.1** The Bargaining Unit President shall be granted a full time leave or, at the discretion of the Employer, a part-time leave for one year. The Employer may refuse to extend the leave for the president if the leave negatively affects the Employer's operations. Such a leave will not be unreasonably refused.

**29.14.1.2** The total cost of salary, benefits and statutory plans of the Employee on leave shall be reimbursed to the Employer by the Bargaining Unit.

**29.14.1.3** During the leave, the Employee retains all the rights and privileges of the current collective agreement. The Employee receives his salary and benefits coverage, including such leave days. The Employee continues to accumulate seniority and service for the purpose of the collective agreement. With respect to experience, the Employee continues to accumulate his/her experience prorated to the percentage of his/her assignment at the time of the leave.

**29.14.1.4** Subject to the provisions of the current collective agreement, the Employee's position is protected for a period of two **(2)** years.

### **29.14.2 Miscellaneous Leave Days for Union Business**

**29.14.2.1** The Employer shall grant leave for a total for sixty **(60)** workdays per year.

**29.14.2.2** The Union shall reimburse the Employer for the cost of casual Employee's salary for the first thirty **(30)** days and, afterwards, shall reimburse the salary of the permanent Employee.

**29.14.2.3** During the leave, the Employee retains all the rights and privileges of the current collective agreement.

### **29.14.3 Other Union Leave**

**29.14.3.1** The Employer shall grant a leave without pay or a secondment of one **(1)** year to an Employee appointed to a position with the Union (other than the Bargaining Unit).

**29.14.3.2** During this leave, the Employee continues, at his cost, benefits coverage.

**29.14.3.3** Subject to the provisions of the current collective agreement, the Employee's position is protected for a period of one **(1)** year.

### **29.15 Negotiating Team**

**29.15.1** The team will include up to two **(2)** Employees, assigned to negotiate the collective agreement.

**29.15.2** Union representative will have the right to attend meetings, without loss of pay, which could take place during working hours. If applicable, the Union will pay for the cost associated of replacing the Employee who attends the meeting during the hours of work.

### **29.16 Positions Outside the Bargaining Unit**

**29.16.1** In order to temporarily accept a position outside the Bargaining Unit, the Employer may grant, upon written request from an Employee, a secondment for a period of up to two **(2)** years.

**29.16.2** An Employee on secondment shall retain benefit coverage at his discretion. The Employee or the third party, as the case may be shall assume the cost of the premiums.

**29.16.3** An Employee returning from a secondment shall have the right to return to the same position. If the position does not exist, the Employee shall be assigned to a position in accordance with the collective agreement.

### **29.17 Family Medical Leave**

**29.17.1** An Employee shall be granted leave to care for immediate family members as provided in the *Employment Standards Act*.

## **ARTICLE 30 – PERFORMANCE EVALUATION**

**30.1** Performance evaluation shall be done at least once during the probationary period and afterwards, every two **(2)** years.

- 30.2** Notwithstanding **30.1**, a performance evaluation shall be done when an Employee requests one or within the first year of an Employee accepting a new position.
- 30.3** There shall be only one personnel record for each Employee at the HR Department. No reports relating to the implementation of an evaluation procedure may be used against an Employee unless such report is part of this record.
- 30.4** All evaluation reports shall be made in writing and signed by the evaluator, with a copy to the Employee.
- 30.5** The evaluation shall be conducted with a minimum of forty-eight **(48)** hours' notice to the Employee involved. Consideration shall be given to a variety of employment situations if so requested by the Employee. Only data collected by the evaluator during the implementation of the evaluation procedure shall be considered for inclusion in the evaluation report.
- 30.6** The evaluation report shall be made available to the Employee at the earliest possible opportunity, but no later than ten **(10)** work days from the date of the visit.
- 30.7** The Employee shall be given an opportunity to initial or sign the report and add comments if the Employee desires. This opportunity shall occur before anyone other than the Employee and the evaluator see the evaluation report. Initials or signatures indicate only that the Employee has read the report.
- 30.8** An evaluation report, which alleges that the Employee's performance is unsatisfactory, shall outline the reasons and specific recommendations for improvements necessary to achieve satisfactory performance. A subsequent follow-up evaluation shall be made only on these specific recommendations after allowing the Employee a reasonable time for improvement.
- 30.9** Performance Evaluation shall be in accordance with the Employer's Administrative Policy 002, Professional Performance Appraisal of OSSTF Unionized Employees, Sudbury Student services Consortium Bargaining Unit, Rainbow District 3.

## **ARTICLE 31 – CONFERENCES or PROFESSIONAL DEVELOPMENT**

- 31.1** When an Employee is required to be absent for professional purposes approved by the Employer, the necessary time will be provided without loss of pay. Professional purposes may include conferences, educational courses or professional development that is job related. Such leave must have the prior approval of the Executive Director.
- 31.2** Where the Employee is granted permission to participate in a conference, educational course or professional development activities, the Employer may pay the following expenses:
- 31.2.1** The tuition for the course/workshop;
  - 31.2.2** Travel expenses;
  - 31.2.3** Meals, including meals required while travelling to and from the courses;
  - 31.2.4** Lodging;
  - 31.2.5** Costs for learning materials.

## **ARTICLE 32 – TRAVEL ALLOWANCES**

- 32.1** All Employees travelling on authorized Employer business shall be reimbursed the rate per kilometre according to the Employer's Policies and Procedures.
- 32.2** Other employment related expenses shall be reimbursed according to the Employer's Policies and Procedures

## **ARTICLE 33 – EMPLOYMENT INSURANCE REBATE**

- 33.1** The Employer shall remit to the Bargaining Unit its Employees' share of any employment insurance premium reduction.

## **ARTICLE 34 – LIABILITY INSURANCE**

- 34.1** The Employer agrees to carry liability insurance applicable to its Employees. Any changes to the current level of coverage, as outlined in the Certificate of Insurance in Appendix B will be discussed with the Union prior to the change.

## **ARTICLE 35 – APPENDICES**

- 35.1** All appendices and letters (including but not limited to Letters of Understanding, etc.) attached to the Agreement are deemed to be an integral part of this Agreement.

**ARTICLE 36 – SIGNATURES**

IN WITNESS WHEREOF the Sudbury Student Services Consortium has hereunto affixed its corporate seal, attested by its proper officers in that behalf:

The Sudbury Student Services Consortium

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Alain G linas  
Chair, Board of Directors

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Carole M. Audet  
Chief Negotiator

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Jo-Anne Harrison  
Executive Director

The Ontario Secondary School Teachers' Federation, representing the Sudbury Student Services Consortium Bargaining Unit of Rainbow District 3 has executed this Agreement attested by the signatures of the authorized representatives:

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Kelly Houle  
President and Chief Negotiator  
Sudbury Student Services Consortium  
Bargaining Unit of Rainbow District 3

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Karl Dean  
Executive Assistant  
OSSTF Provincial

Signed this    day of            2008, at Sudbury, Ontario.

## **MEMORANDUM OF SETTLEMENT**

between

**the Sudbury Student Services Consortium,**

(hereafter referred to as “Employer”)

and

**the Ontario Secondary School Teacher’s Federation**

(hereafter referred to as “Union”)

1. This Memorandum of Agreement and the signed off documents constitutes all the terms and conditions of the collective agreement between the Employer and the Union.
2. The members of the negotiation team for the Employer and for the Union agree to unanimously recommend the ratification of this Memorandum of Agreement and the signed off documents as the collective agreement for the period of January 1<sup>st</sup>-2007 to December 31<sup>st</sup> 2010.
3. The Employer and the Union shall hold their ratification vote on or before May 15, 2008.
4. All of the signed off documents are effective as of the date of ratification unless otherwise specified herein or in signed off articles or paragraphs.
5. All salary adjustments are retroactive to January 1<sup>st</sup> 2007. Any salary adjustments flowing from the new hourly rates shall be paid to the employees by the last pay of June 19, 2008.
6. All changes to the numbering or any changes to the signed-off language shall be made in the context of correction because of grammar or syntax and must be made by mutual consent of the parties to the collective agreement. No changes agreed to by the parties can modify the intent or the terms of the signed of articles and paragraphs.
7. The final version of the collective agreement shall be translated in both official language (English and French) and must receive final approval of the Parties to this Memorandum of Agreement before the final documents are signed by the Employer and the Union. Both signed final versions shall be deemed to be official legal documents.
8. The Parties will determine the procedure to have the collective agreement translated and shall equally share the cost of the translation. The Parties shall

make every effort to obtain the first draft of the French and English version of the collective agreement by June 30<sup>th</sup>, 2008.

DATED AT SUDBURY THIS 17 DAY OF April 2008.

Signed on behalf of The Sudbury Student Services Consortium:

\_\_\_\_\_  
*(Original signed by)*

Carole M. Audet, Chief Negotiator,

\_\_\_\_\_  
*(Original signed by)*

Jo-Anne Harrison, Executive Director

Signed on behalf of the Ontario Secondary School Teachers' Federation, representing the Sudbury Student Services Consortium Bargaining Unit of Rainbow District 3:

\_\_\_\_\_  
*(Original signed by)*

Kelly Houle, President and Chief Negotiator,  
Sudbury Student Services Consortium  
Bargaining Unit

\_\_\_\_\_  
*(Original signed by)*

Karl Dean, Executive Assistant  
OSSTF Provincial

Signed this                      day of                      2008, at Sudbury, Ontario.

**LETTER OF UNDERSTANDING**

**between**

**the Sudbury Student Services Consortium,  
(hereafter referred to as "Employer")**

**and**

**the Ontario Secondary School Teacher's Federation  
(hereafter referred to as "Union")**

**Re: Drug Testing**

The Employer shall neither subject Employees nor cause Employees to be subjected to drug testing at or away from the workplace in order to assess their ability to perform their duties.

**DATED AT SUDBURY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.**

Signed on behalf of The Sudbury Student Services Consortium:

---

Carole M. Audet  
Chief Negotiator

Signed on behalf of the Ontario Secondary School Teachers' Federation, representing the Sudbury Student Services Consortium Bargaining Unit of Rainbow District 3:

---

Karl Dean  
Executive Assistant  
OSSTF Provincial

**LETTER OF UNDERSTANDING**

**between**

**the Sudbury Student Services Consortium,  
(hereafter referred to as "Employer")**

**and**

**the Ontario Secondary School Teacher's Federation  
(hereafter referred to as "Union")**

**Re: Salaries 2009-2010**

Both parties agree that the percentage increase of wages negotiated for January 1<sup>st</sup>, 2009 (2%) and for January 1<sup>st</sup>, 2010 (2%) will be the higher of 2% as agreed or according to the Conseil scolaire catholique du Nouvel-Ontario's salary increases in the years 2009 and 2010 for support staff with FEESO Unité 61 District 31.

Date at Sudbury this 17<sup>th</sup> day of April 2008.

Signed on behalf of The Sudbury Student Services Consortium:

(original signed by)  
Carole M. Audet  
Chief Negotiator

Signed on behalf of the Ontario Secondary School Teachers' Federation, representing the Sudbury Student Services Consortium Bargaining Unit of Rainbow District 3:

(original signed by)  
Karl Dean  
Executive Assistant  
OSSTF Provincial

## APPENDIX A

### COLLECTIVE INSURANCE COVERAGE CHART

#### EXTENDED HEALTH CARE

##### **BENEFIT:**

<b>DEDUCTIBLE:</b>	DRUGS - \$0.35 DEDUCTIBLE PER PRESCRIPTION OTHER – NIL
<b>VISION COVERAGE:</b>	MAXIMUM PAYABLE PER 24 CONSECUTIVE MONTHS FOR ALL VISION CARE EXPENSES: \$250
<b>HOSPITAL CARE:</b>	SEMI-PRIVATE ROOM
<b>PROFESSIONAL SERVICES:</b>	\$300.00 MAXIMUM FOR EACH SPECIALTY PAYABLE IN CONJUNCTION WITH THE PROVINCIAL PLAN'S MAXIMUM. <ul style="list-style-type: none"><li>- CHIROPRACTOR</li><li>- OSTEOPATH</li><li>- PODIATRIST</li><li>- NATUROPATH</li><li>- MASSEUR OR MASSEUSE</li><li>- SPEECH THERAPIST</li><li>- PSYCHOLOGIST</li></ul>
<b>PHYSIOTHERAPIST:</b>	\$10,000 EVERY THREE CALENDAR YEARS
<b>PROSTHESIS:</b>	HEARING AIDS - \$300.00 EVERY 5 YEARS ORTHOPAEDIC SHOES – 50% MYOELECTRIC LIMBS – 80% OTHER SERVICES – 100%
<b>PRIVATE DUTY NURSING:</b>	\$10,000 PER CALENDAR YEAR
<b>BENEFIT PERCENTAGE:</b>	100% FOR ELIGIBLE DRUGS, HOSPITAL CARE, MEDICAL SERVICES AND SUPPLIES
<b>OUT-OF-CANADA COVERAGE:</b>	GREAT WEST
<b>TERMINATION OF BENEFIT:</b>	AGE OF 65

## **DENTAL CARE**

### **BENEFIT :**

<b>BENEFIT PERCENTAGE:</b>	100% FOR LEVEL I – BASIC SERVICES 100% FOR LEVEL II – SUPPLEMENTARY BASIC SERVICES 50% FOR LEVEL III – MAJOR RESTORATIVE SERVICES
<b>DENTAL FEE GUIDE:</b>	CURRENT ONTARIO FEE GUIDE FOR GENERAL PRACTITIONERS.
<b>OVERALL MAXIMUM BENEFIT:</b>	UNLIMITED FOR LEVEL I UNLIMITED FOR LEVEL II \$2,000 PER LIFETIME FOR LEVEL III
<b>TERMINATION OF BENEFIT:</b>	AGE OF 65

## **GROUP LIFE INSURANCE**

<b>EMPLOYEE:</b>	EQUAL TO 3X ANNUAL EARNINGS UP TO A MAXIMUM OF \$600,000
<b>RETIREE:</b>	50% OF EMPLOYEE COVERAGE ON THE DATE OF RETIREMENT
<b>TERMINATION OF RETIREE BENEFIT:</b>	AGE OF 65

## **DEPENDENT LIFE INSURANCE**

<b>SPOUSE:</b>	\$24,000
<b>TERMINATION OF BENEFIT:</b>	WHEN THE MEMBER ATTAINS THE AGE OF 65
<b>DEPENDENT:</b>	\$6,000
<b>TERMINATION OF BENEFIT:</b>	WHEN THE DEPEDENT ATTAINS THE AGE OF 21 UNLESS HE OR SHE IS ENROLLED AS A FULL-TIME STUDENT AT AN ACCREDITED COLLEGE OR UNIVERSITY OR IF HE OR SHE REMAINS DEPENDENT DUE TO A MENTAL OR PHYSICAL HANDICAP

## **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

<b>EMPLOYEE:</b>	EQUAL TO 3X ANNUAL EARNINGS UP TO A MAXIMUM OF \$600,000
<b>TERMINATION OF BENEFIT:</b>	AGE OF 65
<b>RETIREE:</b>	50% OF EMPLOYEE COVERAGE ON THE DATE OF RETIREMENT
<b>TERMINATION OF RETIREE BENEFIT:</b>	AGE OF 65

## **OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

**INCREMENTS OF \$10,000 UP TO A MAXIMUM OF \$300,000.**

## **LONG-TERM DISABILITY INSURANCE**

<b>PARTICIPATION:</b>	<b>MANDATORY</b>
<b>BENEFIT FORMULA (%) (EXCLUDING PENSION):</b>	60%
<b>CONTRIBUTION TO PENSION PLAN (%):</b>	N/A
<b>MAXIMUM (INDICATE NON-EVIDENCE MAXIMUM, IF DIFFERENT):</b>	\$10,000
<b>ELIMINATION PERIOD:</b>	60 WORKING DAYS, OR IF THE EMPLOYEE DESIRES, UNTIL THE EXHAUSTION OF THEIR SICK DAYS
<b>WAITING PERIOD:</b>	NONE
<b>RECURRENCE (ELIMINATION PERIOD):</b>	20 WORKING DAYS
<b>RECURRENCE (LTD):</b>	6 MONTHS, OR 24 MONTHS FOLLOWING THE END OF A REHABILITATION PROGRAM
<b>COST OF LIVING ADJUSTMENT MAXIMUM:</b>	4%
<b>TAXABLE BENEFIT:</b>	NON-TAXABLE
<b>OWN OCCUPATION DEFINITION:</b>	24 MONTHS
<b>ANY OCCUPATION DEFINITION:</b>	YES, AFTER 24 MONTHS, AND MAY NOT RECEIVE MORE THAN THE EQUIVALENT OF 60% OF MONTHLY INCOME
<b>DIRECT/INDIRECT OFFSET:</b>	CPP, OPP, WSIB
<b>MONTHLY INTEGRATED BENEFIT:</b>	100%
<b>TERMINATION OF LTD COVERAGE FOLLOWING A REFUSAL:</b>	60 WORKING DAYS
<b>PRE-EXISTING CONDITIONS:</b>	90 DAYS/1 YEAR
<b>CONVERSION PRIVILEGE:</b>	NO
<b>TERMINATION:</b>	AUGUST 31 <sup>ST</sup> FOLLOWING THE MEMBER'S 65 <sup>TH</sup> BIRTHDAY OR WHEN THE MEMBER BECOMES ELIGIBLE TO RECEIVE 70% OF A NON-REDUCED PENSION



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