

COLLECTIVE AGREEMENT

BETWEEN

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD

AND

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

**STUDENT SUPPORT PERSONS/
PROFESSIONAL STUDENT SERVICES PERSONNEL**

January 1, 2009 to August 31, 2012

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ARTICLE1 - PURPOSE

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

ARTICLE2 - TERMS OF AGREEMENT

- 2:01 This agreement shall be for a term of forty-four (44) months commencing on the first (1st) day of January, 2009 and ending on the thirty-first (31st) day of August, 2012, and shall continue from year to year unless either party gives notice, in writing to the other, not less than thirty (30) days, no more than ninety (90) days, prior to the expiry date hereof, of that party's intention to renew the Collective Agreement with or without modification, or to make a new Collective Agreement.
- 2:02 There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement, as those terms are defined in the *Ontario Labour Relations Act*.
- 2:02:1 When other Board employees are on legal strike or lockout, a Member shall carry on their regular duties without assuming any functions or responsibilities that are normally discharged by the Board employees that are on legal strike or lockout.
- 2:03 Printing costs will be shared equally for the publication of **this** Collective Agreement between the Thunder Bay Catholic District School Board and the Ontario Secondary School Teachers' Federation.
- 2:03:1(a) The Board will supply all present SSP's with a copy of **this** Agreement within sixty (60) days of signing the final agreement.
- 2:03:1(b) The Board will include a copy of this Agreement with the information sent to newly-hired SSP's.

ARTICLE3 - RECOGNITION

- 3:01 The Board recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent for all Student Support Persons and Professional Student Services Personnel in the positions of Attendance Counsellor employed by the Thunder Bay Catholic District School Board save and except Superintendent, persons above the rank of Superintendent, Supervisors, Chaplain, persons above the rank of Supervisor, persons regularly employed for not more than twenty-four (24) hours per week, students, summer school, cooperative educational placements and employees covered under other collective agreements with the Board.

- 3:02 Both the Union and the Board recognize the right of each other to have duly authorized representatives such as advisors, agents, counselors and solicitors, to represent them in all matters pertaining to the negotiation and administration of the Agreement.
- 3:02:1 The Board recognizes the right of OSSTF and/or the Bargaining Unit President or designate to represent a Member at any disciplinary meeting when the conduct, competence or attendance of that member is being considered.
- 3:02:2 The Board will advise a SSP/PSSP of their right to Bargaining Unit representation in advance of these meetings.
- 3:03 There will be a Labour Management Committee comprised of not more than four (4) representatives of each party. The four (4) representatives of OSSTF/SSP/PSSP shall be appointed by the Bargaining Unit.
- 3:03:1 The function of the Labour Management Committee will be to discuss matters of concern, including matters not covered under the provisions of this Agreement. It is understood and agreed that the Committee will not discuss grievances.
- 3:03:2 The Labour Management Committee will be available to meet monthly; however, when there are no agenda items, upon the mutual agreement of the parties, a scheduled meeting may be cancelled.
- 3:03:3 The Labour Management Committee will meet during regular working hours and such time shall be considered time worked for the Bargaining Unit members of the Committee.
- 3:03:4 The Bargaining Unit shall inform the Board, in writing, prior to June 15, of the names and contact phone numbers of the Bargaining Unit Executive Officers. Any changes subsequent to June 15 shall be communicated within two weeks of such change.

ARTICLE 4 - DEFINITIONS

- 4:01:1 "Board or Employer" means the Thunder Bay Catholic District School Board.
- 4:01:2 "Federation" means the Ontario Secondary School Teachers' Federation.
- 4:01:3 "Member" means a Student Support Person Member of the SSP/PSSP Bargaining Unit.
- 4:01:4 "SSP" means Student Support Person.
- 4:01:4:1 "PSSP" means Professional Student Services Personnel.
- 4:01:5 "Bargaining Unit" means the SSP/PSSP Bargaining Unit, District 6A OSSTF
- 4:01:6 A Student Support Person (SSP) shall mean a Member who under the supervision of the Principal assists, as a Member of the school team, with the implementation of the Individual Education Plans (I.E.P'S) of identified special education pupils, performs duties associated with the special needs of the individual pupils, and performs other

related duties consistent with the SSP Resource Guide. Normally, a permanent SSP shall be employed by the Board on a full-time or half-time basis.

4:01:7 A **Supply** SSP shall mean a SSP employed by the Board to replace an absent SSP on a casual basis. The following Articles listed do not apply to those employees classified as Supply Student Support Persons and the aforementioned employees cannot grieve these articles of the Collective Agreement. The Articles referred to above are as follows: Article 8-Seniority; Article 9-Lay Off and Recall; Article 10-Benefits; Article 12-Sick Leave; Article 13-Leaves of Absence; Article 14-Deferred Salary Plan; Article 17-Professional Development, Article 20 – Job Sharing.

4:01:8 A Temporary SSP shall mean a SSP employed by the Board to fill a position under clauses 18:04 and/or 18:05. In the event the temporary SSP is placed in position(s) extending beyond two (2) consecutive school years, the Temporary SSP shall be placed in the next available permanent vacancy after the transfer request process has been completed providing the SSP has the knowledge, skill, ability and qualifications to perform the job. Time worked by a temporary SSP shall not be considered as time served for the probationary period or for seniority purposes.

The following Articles listed do not apply to those employees classified as Temporary Student Support Persons and the aforementioned employees cannot grieve these Articles of the Collective Agreement. The Articles referred to above are as follows: Article 6-Seniority; Article 9-Lay Off and Recall; Article 10-Benefits; Article 12-Sick Leave; Article 13-Leaves of Absence, excluding articles 13:01 and 13:06; Article 14-Deferred Salary Plan; Article 20–Job Sharing. Notwithstanding the above, Temporary SSP's shall be entitled to accumulate two (2) sick leave days a month after the completion of three (3) consecutive months. Such days shall not accumulate beyond the term of the temporary assignment. A temporary SSP shall be eligible to participate in SSP professional development activities scheduled during that time period.

4:01:9 A **Term** SSP shall mean a SSP employed by the Board to fill a position created due to special circumstances for a period of time not to extend beyond three (3) months. If the special circumstances continue beyond three (3) months, the position will be declared permanent and the employee shall be considered a temporary SSP as per clause 4:01:8. The permanent vacancy will be filled in accordance with clause 18:02 or 18:03. Time worked by a Term SSP shall not be considered as time served for the probationary period or for seniority purposes. The following Articles listed do not apply to those employees classified as Term Student Support Persons and the aforementioned employees cannot grieve these Articles of the Collective Agreement. The Articles referred to above are as follows: Article 8-Seniority; Article 9-Lay Off and Recall; Article 10-Benefits; Article 12-Sick Leave; Article 13-Leaves of Absence, excluding articles 13:01 13:06; Article 14-Deferred Salary Plan; Article 20– Job Sharing.

4:01:10 The Board will inform the Bargaining Unit President, in writing within five (5) working days, when an employee is hired into a permanent, temporary or term position.

4:01:11 Days shall mean working days unless otherwise indicated.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5:01 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration. The Board further agrees that it will exercise its management rights in a manner that is consistent with the Statutes and Regulations of the province of Ontario.
- 5:02 without limiting the generality of the foregoing, the Board's rights shall include:
- 5:02:1 the right to hire, transfer, promote, demote, lay off, recall, assign, appoint, place and evaluate;
- 5:02:2 the right to suspend, discipline or discharge any employee for just cause;
- 5:02:3 the right to maintain order, discipline and efficiency and to establish policies, practices and procedures;
- 5:02:4 The right to plan, direct and control operations, facilities, programs, courses, systems and procedures, direct its personnel, determine complement, organization, methods, and the number and location of personnel, the number and location of schools and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in the Agreement.
- 5:03 The Board agrees to vet any changes to Board policy which will affect the working conditions of the SSP/PSSP Bargaining Unit Members, with the President of the SSP/PSSP Bargaining Unit prior to the implementation of such policy.

ARTICLE 6 - UNION RIGHTS

- 6:01 New SSP/PSSP Members shall each receive a current Collective Agreement.
- 6:02 A Member shall have the right to have the SSP/PSSP Bargaining Unit President or Designate present when disciplinary action is being taken. When a Member has been disciplined to the extent that disciplinary measures have been documented, a copy of such documentation shall be given to the Member with a copy to the SSP/PSSP Bargaining Unit President within five (5) working days.
- 6:03 Each employee shall, upon giving reasonable notice, have the right to access his/her personnel file. The file shall be reviewed in the presence of a Human Resources Representative. The employee may receive a copy of any documents that are contained in his/her personnel file.
- 6:04 Each Member may, once each calendar year, request the removal of a disciplinary notice that has been in the member's personnel file for more than sixteen (16) months. The removal of such notice shall be at the discretion of the Director of Education. Such discretion shall not be exercised unreasonably.

6:05 The Employer shall provide space on a bulletin board, in each workplace, upon which the Union may post notices relating to matters of interest to the union and the employees.

6:06 A Student Support Person shall administer medication only in accordance with Board Policy 1005.

6:06:1 A SSP shall only perform health support services for which the SSP has received training from a qualified health professional.

ARTICLE 7 - UNION DUES

7:01 All Members covered by this Agreement shall, **as** a condition **of** employment, maintain **their** Union membership or join **the** Union upon commencing employment and be required to pay Union dues and other amounts chargeable by the Union or Bargaining Unit.

7:02 The Board shall deduct from each Member the dues chargeable by the Union. The amount shall be determined by the Union in accordance with its constitution. The Union shall provide the Board with at least **thirty** (30) days' advance written notice of a change to the dues. Deduction of such fees shall be made each pay period.

7:03 All monies so deducted shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario no later than the 15th of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying for each member:

- full name
- home address
- home phone number
- work location
- social insurance number
- amount deducted for Union dues

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

7:04 The Board shall deduct from each Member a levy as determined by the local Bargaining Unit for the OSSTF, District 6A, Thunder Bay.

7:04:1 The Bargaining Unit shall **notify** the Board, in writing over the signature of the President of the Bargaining Unit of **the** amount of the levy deduction. Notification must be given no less than thirty (30) days prior to the date of the salary installment from which the deduction will be made. All money shall be remitted to the Treasurer of OSSTF, District 6A, Thunder Bay, Ontario.

7:04:2 The Board shall deduct the appropriate dues and levy from each pay cheque received by supply SSP's.

7:05 The Board shall show the amount of Bargaining Unit dues and levy paid by a Member on such Member's T4 slip (indicated as "SSP/PSSP").

7:06 The Federation shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deductions authorized by the Bargaining Unit.

ARTICLE 8 - SENIORITY

8:01 Seniority Lists

8:01:1 A separate seniority list for SSP and PSSP members shall be prepared for the Bargaining Unit, which shall include the employee's name, date of hire, date of appointment and the permanent FTE of each Member.

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

8:01:3 Seniority lists shall be arranged in order of date of appointment.

8:02 Seniority for Permanent SSP's / PSSP's

8:02:1 Seniority for all SSP's in the employ of the Board at the date of ratification of the first collective agreement was mutually determined.

8:02:2 Seniority of all new SSP's / PSSP's shall be determined by date of appointment. Ties resulting from the same date of appointment shall be broken based on the following criteria in order:

- 1) total experience with the Employer;
- 2) by lot, by the Labour Management Committee.

8:02:3 Seniority shall continue to accrue while on the following leaves:

- a. leave due to illness or a non-compensable injury
- b. absence due to an accident at work
- c. pregnancy and parental leave
- d. unpaid leave for periods of less than twenty-four (24) months
- e. during the first twenty-four (24) months of lay off
- f. while on an approved leave of absence governed by this Collective Agreement.

8:02:4 Seniority shall not accrue for a Supply, Term or Temporary SSP. In the event a Supply, Term or Temporary SSP obtains a permanent position, their seniority shall start to accumulate from the date of permanent appointment to the position in that school year.

ARTICLE 9 - LAY-OFF AND RECALL

9:01 In the event of a lay off, employees shall be laid off in the reverse order of their seniority within the impacted job class (SSP or PSSP) within the Bargaining Unit.

- 9:02 If the Board intends to initiate lay offs, it will, as soon as possible meet with the Bargaining Unit President at a Labour Management Committee meeting, to discuss the impact of the lay offs and review options to reduce the impact of such lay offs.
- 9:03 Laid off SSP employees shall be given first opportunity, in bargaining unit seniority order, for term and temporary work. Where lay offs occur at a time other than the end of the school year, acceptance of the term or temporary employment by the laid off employee will result in the displacement of the supply SSP. The displaced supply SSP will be reactivated on the supply list. The employee will be paid according to the salary schedule and placed at the appropriate step/hourly rate based on their seniority.
- 9:04 Laid off employees **will** maintain their bargaining unit seniority, accumulated sick leave credits and recall rights for a period of up to twenty-four (24) calendar months.
- 9:05 Employees on the recall list shall be responsible for informing the Board, in writing, of any change of name, address and/or phone number.
- 9:06 Laid off employees must **notify**, in writing, the Manager of Human Resources no later than March 1st of each year, that they wish to remain on the recall list for the following school year.
- 9.06.1 An employee on recall who refuses an offer of recall shall not be offered the next available vacancy unless that employee has provided, in writing, to the Employer that he/she is available for work.
- 9:07 The Board shall maintain and publish by April 1st of each year, a recall list of laid off employees in order of bargaining unit seniority, with a copy to the Bargaining Unit President.
- 9:08 The Board shall notify employees being recalled by registered mail, with a copy to the Bargaining Unit President. Such employees shall notify the Board of his/her intention to return to work within seven (7) calendar days from the date of notification has been deemed to have been given. The employees shall return to work within fourteen (14) calendar days from the date of notification has been deemed to have been given.
- 9:09 Employees will be recalled in order of bargaining unit seniority from the most senior employee to the least senior employee as positions become available.
- 9:10 No new SSP will be hired to a permanent position until all SSP's on lay off have been given the opportunity.
- 9:11 Notwithstanding clauses 9:01, 9:03, 9:09 and 9:10, the Board shall consult with the Bargaining Unit President in circumstances where qualifications are the determining factor in case of lay off or recall.

ARTICLE 10 - BENEFITS

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

- 10:01:1 The Board will contribute toward the required premium for properly enrolled, eligible, actively employed employees in the following plans.
- 10:01:2 Employees employed on a **full** year basis, 10 month basis, or term appointment basis for the **full** school year, who work **less** than half-time, shall have the Board's share premium cost prorated accordingly.
- 10:01:3 Provided such coverage is available, coverage for Extended Health Care, Semi-Private, Chiropractic, Dental and Vision Care shall include unmarried, unemployed dependent children over twenty-one (21) but under twenty-five (25) years of age in full-time attendance at a school, college or university.
- 10:01:4 Employees on LTD and short-term sick leave absences who have exhausted their accumulated sick leave will be considered active for the purpose of this Article.
- 10:02 The Board will contribute 100% of the premium cost of the Manulife (semi-private) or equivalent.
- 10:03 The Board **will** contribute 100% of the Group Life Insurance Premium on coverage one and one-half (1 1/2) times the annual salary rounded to the nearest \$1,000 to a maximum coverage of \$90,000.
- 10:04 In addition to the group life insurance coverage provided by the Board under clause 10:03 above, employees may purchase at their own expense additional group life coverage in the unit amount of \$25,000 subject in all instances to the conditions and regulations set down by the Group Life Insurance Carrier in the master policy and any addendum's thereto.
- 10:05 The Board will contribute 100% of the premium costs for Manulife Extended Health coverage or equivalent on the basis of \$25.00 single deduction and \$50.00 family deduction with 90% of **the** balance paid by the carrier and 10% by the person covered.
- 10:06 The Board will contribute 75% of the premium cost for Manulife Dental Plan No. 9, or equivalent using Ontario Dental Association prevailing rates.
- 10:07 The Board will administer a Long Term Disability Insurance Plan **only** insofar as it affects the requirement to make the necessary payroll deductions and payments to the appropriate agency with the employees to absorb the **full** premium cost. It shall be a condition of employment for all new employees to participate in **this** plan.

10:08 Chiropractic Coverage - the Board will pay 100% of the premium cost of Manulife Chiropractic coverage. Effective as soon as practicable after ratification, the following change to physiotherapy - \$300 annual limit with no per visit limit.

Effective September 1, 2007, chiropractic/massage therapy/ physiotherapy shall have combined annual maximum limit of \$750.00 with no per visit limit.

10:09 Effective September 1, 2006, the following change to vision care - The Board will pay 100% of the premium cost of Manulife Vision Care \$225/24 months. (The \$225/24 month coverage may be used toward eye examinations and laser.) The requirement of 100% enrollment of eligible employees to be met.

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

10:11 Any change to existing benefit plans or the addition of new benefit plans as a result of negotiations shall become effective at the earliest possible date following the date of ratification of a new agreement subject to acceptance of the carriers involved.

ARTICLE 11 - COMPENSATION, PAY DATES AND HOURS

11:01 All SSP's will be ten (10) month employees and will be subject to the following terms.

11:02 Effective February 1, 2009, the work week shall consist of five seven (7) hour days, Monday through Friday, including two (2) fifteen minute paid rest periods for full-time staff and one (1) fifteen minute paid rest period for half-time staff per day, plus an unpaid lunch break of at least forty (40) minutes and not more than one (1) hour. The rest period(s) shall not be attached to the commencement or termination of the SSP's work day except with the mutual agreement of the Principal and the SSP.

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

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

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

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

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

11:05 _____
Supply, Term and Temporary SSP's shall be paid according to STEP 1. In the event that a Supply is called, reports to a school, and is not needed if (s)he chooses to stay and

work (s)he shall be assigned duties for one-half (1/2) day by the Principal and shall be paid for one half (1/2) day of work.

11:06 Statutory Holidays

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

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

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

11:07 Salary Schedule - Hourly Rate

Effective January 1, 2009 to December 31, 2009

<u>STEP1</u>	<u>STEP2</u>	<u>STEP3</u>	<u>STEP 4</u>	<u>STEP5</u>
\$19.36	\$20.12	\$20.76	\$21.39	\$22.05

Effective January 1, 2010 to December 31, 2010

<u>STEP 1</u>	<u>STEP2</u>	<u>S E P 3</u>	<u>STEP4</u>	<u>S E P 5</u>
\$19.94	\$20.72	\$21.38	\$22.03	\$22.71

Effective January 1, 2011 to December 31, 2011

<u>STEP1</u>	<u>STEP2</u>	<u>STEP3</u>	<u>STEP4</u>	<u>STEP 5</u>
\$20.54	\$21.34	\$22.02	\$22.69	\$23.39

Effective January 1, 2012 to August 31, 2012

<u>STEP 1</u>	<u>STEP2</u>	<u>S E P 3</u>	<u>STEP4</u>	<u>S E P 5</u>
\$21.16	\$21.98	\$22.68	\$23.37	\$24.09

11:08 Effective February 1, 2009 the work performed by SSP's in excess of seven (7) hours per day or thirty-five (35) hours per week (but not both) will be counted as overtime worked and will be paid for at the rate of time and one-half (1.5) of the employee's regular hourly earnings. All overtime work requires the prior authorization of the Principal.

11:08:1 When a Principal requires a SSP's attendance at "annual commencements, concerts, parent nights, etc." such time shall be considered overtime in accordance with clause 11:08.

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

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

11:10 The Principal will consult with the SSP'S regarding their attendance at particular staff/team meetings where school procedures/policies are discussed which impact the SSP. Notwithstanding 11:08, SSP's will be paid their regular hourly wage rate for attendance at such meeting(s) outside of the regular daily hours of work.

11:11 Attendance Counsellors will be twelve (12) month employees with a vacation period of July and August.

11:11:1 (a) The Attendance Counsellor shall be entitled to the following vacation:

One (1) year service and over	three (3) weeks
Seven (7) years service and over	four (4) weeks
Twelve (12) years service and over	five (5) weeks
Twenty-five (25) years service and over	six (6) weeks

Vacation must be taken during July and August. At the discretion of the appropriate Superintendent, approval may be granted for vacation during other times of the year.

11:11:1 (b) The Attendance Counsellor shall be entitled to, up to one week of additional vacation in lieu of authorized overtime pay. Time spent traveling between work locations during the work day will be considered time worked.

11:11:2 The board will grandfather the vacation period of July and August for employees employed as of December 31, 1990 in the following positions:

Attendance Counsellor

The paid holiday for July 1st and the Civic Holiday in August shall be applied to the Education Centre Christmas closure period.

11.12 PSSP Salary Schedule

11:12:1 Annual Rate - Effective January 1, 2009 to December 31, 2009

POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Attendance Counsellor	\$56,160.00	\$58,470.00	\$60,772.00	\$63,079.00	\$65,360.00

Annual Rate - Effective January 1, 2010 to December 31, 2010

POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Attendance Counsellor	\$57,845.00	\$60,224.00	\$62,595.00	\$64,971.00	\$67,321.00

Annual Rate - Effective January 1, 2011 to December 31, 2011

POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Attendance Counsellor	\$59,580.00	\$62,031.00	\$64,473.00	\$66,920.00	\$69,341.00

Annual Rate - Effective January 1, 2012 to August 31, 2012

POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Attendance Counsellor	\$61,367.00	\$63,892.00	\$66,407.00	\$68,928.00	\$71,421.00

11:12:2 New PSSP employees shall start at Step 1 and proceed to the next step on each anniversary date of their date of hire with the Board.

11:12:3 Experience Incentive Notwithstanding clause 11:12:1 a new employee with experience in their field of hire may be placed on the grid above Step 1 according to the following:

- (a) One (1) additional grid **step** for each year of experience with another **school** board in an equivalent position.
- (b) One (1) additional grid step for each year of related professional experience in their field of practice but not with a school board, at the discretion of the Board.

Recognition of related experience is for salary purposes only and has no impact on the Member's seniority.

ARTICLE 12 - SICK LEAVE

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

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

12:02:1 Sick leave credits shall not accumulate for a PSSP beyond a maximum of 240 days at any time.

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

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

12:05 In the event of a lay off, accumulated credits shall be retained for a period of two (2) years.

12:06 Sick Leave/Workplace Safety and Insurance Board Benefits

For the purpose of this Agreement the following clauses in 12:06 will be reconciled with sick leave credits and Workplace Safety and Insurance Board benefits to ensure a 100% maximum receipt of wages.

12:06:1 Subject to clause 12:02, employees absent from their duties and in receipt of Workplace Safety and Insurance Board disability benefits (but not pension) shall be paid their salary by the Board as long as the employee has sufficient sick leave credits against which can be charged the difference between the disability payments and the employee's regular salary.

12:06:2 Where accumulated sick leave credits have been exhausted at the commencement of, or during an employee's absence for which the employee is in receipt of Workplace Safety and Insurance Board disability benefits (but not pension) the employee shall receive such disability benefits directly from the Workplace Safety and Insurance Board, and the above provisions in 12:06:1 shall not apply.

12:06:3 In the situation where an employee is absent from work and in receipt of Workplace Safety and Insurance Board disability benefits and whose salary is still paid by the School Board pursuant to the provisions of 12:06:1, payments made by the Workplace Safety and Insurance Board, to such employee shall be remitted to the Board.

12:07 Modified Work Plan

12:07:1 The Board will work with the employee and the treating health professional(s) in developing a return-to-work program that modifies the employee's position taking into consideration the employee's medical fitness to perform the duties and the essential duties of the position.

12:07:2 For the purposes of this Article, "disabled SSP" is defined as an SSP who is unable to perform the work requirements.

ARTICLE 13 - LEAVE OF ABSENCE

13:01 Procedure for Obtaining leave

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

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

13:01:3 The disposition of all requests for leave of absence shall, subject to the express provisions of this Article, be at the discretion of the Manager of Employee Services.

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

13:01:5 SSP's working in Term or Temporary positions must complete a standard "Request for Leave Authorization" form as per Article 13:01:1.

13:02 Bereavement

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

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

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

Compassionate Leave

Employees will be allowed leave of up to but not exceeding three (3) work days on any one occasion without loss of pay or Sick Leave or Cumulative Sick Leave Credits, in the event of serious illness of father, mother, spouse, son or daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, step-mother, step-father and step-children. It was not intended that this leave was to be given to allow the applicant to attend medical appointments that could be scheduled outside school hours.

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

Leave for Jury Duty or Witness

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

informs the Principal immediately upon notification that the employee will be required to attend court;

presents proof of service requiring the employee's attendance;

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

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

Leave for Personal Reasons

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

Unpaid Leave

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

An employee returning from a leave of absence without pay shall have the right to return to the same position, if it still exists, or shall be placed in accordance with Article 18.

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

If you are contemplating accessing any of the above benefits, contact the Employee Services Department for clarification. The above chart is meant as a guide and is not considered definitive.

13:07 Pregnancy, Parental and Adoption Leave

A. Pregnancy Leave

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

13:07:2 The pregnancy leave of an employee

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

13:07:2 (b) who is not entitled to parental leave, ends on the later of

(i) the day that is seventeen (17) weeks after the pregnancy leave began; or

(ii) the day that is ~~six~~ (6) weeks after the birth, still birth or miscarriage.

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

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

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

(a) in the event the employee stopped working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date; or

(b) in the event of a birth, still-birth or miscarriage that happens earlier than the employee ~~was~~ expected to give birth, states the date of birth, still birth or miscarriage and the date the employee was expected to ~~give~~ birth.

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

13:07:7 (a) The Board will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the seventeen (17)

weeks from the commencement of the leave while the employee is on pregnancy leave, unless the employee gives the Board a written notice that she does not intend to pay the employee's contribution.

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

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

- (a) An employee is required to advise the Board in writing four (4) weeks prior to the expiry of the pregnancy leave. The employee shall be reinstated to her former position if it still exists, or to a comparable position, if it does not.
- (b) If the Board's operations are suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Board shall reinstate the employee, when the operations resume, in accordance with the Board's seniority system or practice, if any.

13:07:8 (c) The Board shall pay a reinstated employee wages that are at least equal to the greater of the wages the employee was most recently paid by the Board or the wages that the employee would be earning had the employee worked throughout the leave.

13:07:9 Sub-Plan

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

- (a) is eligible for pregnancy leave under Human Resources and Skills Development Canada; and
- (b) makes a claim to the Board on a form indicating the weekly amount payable by Human Resources and Skills Development Canada.

B. Parental Leave

13:07:10 An employee who has been employed by his or her employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a parental leave of absence without pay following the birth of the child or the coming of the child into the custody, care and control of the employee parent for the first time.

- 13:07:11 Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Board at least four (4) weeks written notice of that date.
- 13:07:12 Such parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the employee parent for the first time.
- 13:07:13 The employee must give the Board at least two (2) weeks written notice of the date the parental leave is to begin. The employee need not give such notice in the event the employee who is the parent stops working because the child comes into the custody, care and control of the employee for the first time sooner than expected. In such case, the parental leave begins on the day the employee stops working provided that the employee gives the Board notice in writing that the employee wishes to take parental leave within two (2) weeks of stopping work.
- 13:07:14 There shall be no interruption of the accumulation of seniority during the employee's parental leave.
- 13:07:15(a) The Board will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the thirty-five (35) weeks from the commencement of the leave while the employee is on parental leave, ~~unless~~ the employee gives the Board a written notice that the employee does not intend to pay the employee's contributions.
- 13:07:15 (b) An employee who elects or is deemed to elect to participate in the benefit plans during the parental leave shall pay to the Board his or her ~~full~~ contribution owing prior to the commencement of the leave as a condition for participation in the said benefit plans and for the Board paying its contribution of the premium costs for the said benefit plans.
- 13:07:16 No leave granted under the provisions of this Article will be considered Sick Leave and Sick Leave Credits may not be used.
- 13:07:17(a) ~~An~~ employee is required to advise the Board in writing four (4) weeks prior to the expiry of the parental leave. The employee shall be reinstated to her former position if it still exists, or to a comparable position if it does not.
- 13:07:17(b) If the Board's operations are suspended or discontinued while the employee was on leave and have not resumed when leave ends, the Board shall reinstate the employee, when the operations resume, in accordance with the Board's seniority system or practice, if any.
- 13:07:17 (c) The Board shall pay a reinstated employee wages that are at least equal to the greater of the wages the employee was most recently paid by the Board or the wages that the employee would be earning had the employee worked throughout the leave.
- 13:07:18 Paternity Leave

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

- 13:08 Leave for Professional Association Meetings
- An employee may be granted up to the lesser of two (2) meetings or two (2) days leave without loss of pay or sick leave or Cumulative Sick Leave Credits for the purpose of participating on a committee of a professional association having some connection with the employee's line of work with the Board, exclusive of a committee concerned with salary negotiations. Additional leave without pay may be granted at the discretion of the Board.
- 13:09 Quarantine
- Every employee is entitled to full salary notwithstanding absence from duty in any case where because of exposure to a communicable disease the employee is quarantined or otherwise prevented by order of the medical health authorities from attending upon regular assigned duties. There will be no deductions from Sick Leave or Cumulative Sick Leave Credits
- 13:10 Examination Leave
- An employee may be granted leave without loss of pay or Sick leave or Cumulative Sick Leave credits for the purpose of writing an examination leading to the advancement of academic or professional qualifications. The maximum leave shall be for the period of the examination plus any required travel time to the place of the examination.
- 13:11 Leave of Absence for Federation Duties
- At the discretion of the Board, which shall not be unreasonably exercised, the local President of the Union, or her or his designate, may be granted up to a full time leave per school year provided the Union gives the Board notice in writing by May 31st prior to the end of the school year which precedes the school year in which the leave is to occur. The leave shall be without pay or contribution towards benefits for which the employee is eligible.
- The Board agrees to pay the above noted pay or contribution towards benefits and the Union agrees to reimburse the Board for the said amount.
- 13:12 The Board shall approve up to twenty (20) days per year, if required, for a Member to attend Provincial conferences, workshops and committee meetings. The Union shall provide at least one week's notice to the Board, whenever possible. This does not include Professional Development Activities sponsored by OSSTF. Leaves under this Article shall be without loss of salary/wages, benefits, sick leave or any other rights or benefits that otherwise accrue to the Member. OSSTF shall reimburse the Board for the cost of a supply SSP hired to replace the Member on such leave.
- 13:13 The Board shall grant a leave of absence for a member who is elected to a position of the Provincial OSSTF. OSSTF shall reimburse the Board for the pay/contribution towards benefits for which the employee is eligible.

ARTICLE 14 -DEFERRED SALARY LEAVE PLAN

14:01 Preamble

The Thunder Bay Catholic District School Board and the OSSTF/S.S.P/P.S.S.P assume no responsibility for any consequences arising out of this plan relative to effects on employees' pension provisions, income tax arrangement, Employment Insurance, the Canada Pension Plan, or any other liabilities incurred by an employee as a result of participation in this Plan.

14:02 Description

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

14:03 Eligibility

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

14:04 Application

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

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

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

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

14:05 Implementation of the Plan

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

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

- 14:05:2 An account will be established with the Chartered Bank, for each employee in the Plan. The deferred earnings shall be deposited to this account on the regularly established dates, where it shall be retained by the Board for the employee and accumulate interest until the year of the Leave.
- 14:05:3 Funds will be held in an account and earn interest at rates established by the Bank
- 14:05:4 Interest earned by the money master account in a taxation year will be paid to the employee by the end of the year.
- 14:05:5 In each year of the Plan, preceding the year of leave the employees will deposit a percentage of their proper salary and applicable allowance in accordance with the agreement. Such percentage may not exceed the percentage that year is of the total number of years of the plan, including the year of leave and may not exceed 33 1/3% in any event.
- 14:05:6 In the year of the leave, the Board shall pay to the employee the total of the deferred salary installments conforming to the regular pay periods set forth in the Collective Agreement in effect for the year of leave or in one or two lump sums if requested by the employee.
- 14:05:7 While the employee is enrolled in the Plan and not on leave, any benefits tied to the salary level shall be structured according to the salary the employee would have received had (s)he not been enrolled in the Plan.
- 14:05:8 An employee's fringe benefits will be maintained by the Board during the leave of absence. However, the premium cost of all fringe benefits shall be paid by the employee during the year of the leave subject to conditions of the insurance carrier(s).
- 14:05:9 While on leave any benefits tied to salary level shall be structured according to the salary the employee would have received in the year prior to taking the leave had she not been enrolled in the plan.
- 14:05:10 The Board shall deduct the amounts required for Income Tax, Employment Insurance, Canada Pension, Other Pension and any benefits in the Collective Agreement.

14:06 Canada Revenue Agency Contingencies

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

14:07 Terms of Reference

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

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

14:07:2 The year of leave shall be recognized for the accumulation of seniority only,

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

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

14:08 Withdrawal From the Plan

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

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

THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD

APPLICATION AND AGREEMENT
FOR PARTICIPATION IN THE
DEFERRED SALARY LEAVE PLAN

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

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

Employee's Signature

Director of Education Signature

Present Position

Board Chairperson

Employee's Present Location (School)

Witness

Witness

Date

ARTICLE 15 - GRIEVANCE PROCEDURE

15:01 Definitions

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

- (a) the Bargaining Unit (or Union)
- (b) The Board (or Employer).

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

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

15:02 Time Limits

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

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

15:03 Representation

15:03:1 The Bargaining Unit President or designate shall be present for any procedural meetings, hearings, appeals or other proceedings relating to the grievance which has **been** formally presented.

15:04 Complaint Procedure

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

15:04:1(a) A Member, with the concurrence of the Bargaining Unit, who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall, within twenty (20) days after the circumstance(s) giving rise to the complaint occurred or ought reasonably to have come to the attention of the employee, discuss the complaint with the Principal. The Bargaining Unit President or designate shall accompany the Member to such meeting **if** requested. A Human Resources representative shall be present at the meeting if such attendance is requested by the Principal or the Bargaining Unit President.

- 15:04:1(b) If the Bargaining Unit President is not present at the meeting and the discussion does not result in the satisfactory settlement of the complaint within ten (10) days, the Member may move to the next step outlined in 15:04:2.
- 15:04:1(c) If the Bargaining Unit President is present at the meeting and the discussion does not result in the satisfactory settlement of the complaint, the process shall move to the step outlined in 15:04:3.
- 15:04:2 The Bargaining Unit President shall meet with the Member, Principal and Human Resources representative to discuss the unresolved complaint,
- 15:04:3 If the complaint has not been resolved, the Bargaining Unit shall have five (5) days to seek support for activating the formal grievance procedure. The OSSTF/SSP/PSSP shall make a decision within ten (10) days in writing.
- 15:05 Formal Grievance Procedure
- 15:05:1 Step 1
- The Bargaining Unit shall submit to the Manager of Human Resources a written statement of the grievance giving the name of the grievor, the facts of the grievance including references to specific provisions of this Agreement alleged to be violated and the resolution requested. A meeting of the parties may be scheduled to further discuss the grievance at the request of either party. The meeting shall take place within ten (10) days of the notice from the party requesting the meeting. The Manager of Employee Services shall reply, in writing, within ten (10) days following either receipt of the grievance or the date of the meeting.
- 15:05:2 Step 2
- If the reply of the Manager of Employee Services or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.
- 15:05:3 Step 3
- If the reply of the Director of Education is unacceptable to the Bargaining Unit, the Bargaining Unit may apply for arbitration within twenty (20) days of the receipt of the reply.
- 15:06 Arbitration Process
- 15:06:1 The parties may agree to the use of a single Arbitrator or a Board of Arbitration. Within ten (10) days thereafter, the parties are to select, by mutual agreement, a single Arbitrator or, in the case of a Board of Arbitration, submit to the other party, the name of their appointee to the Board of Arbitration. The two appointees so selected shall, within ten (10) days of their appointment, appoint a third person who shall be Chair. If the parties fail to make the required appointments within the designated time period, either or both parties may request the Minister of Labour to fill vacancies.

- 15:06:2 The cost of the Arbitrator, including per diem costs and expenses, shall be jointly shared by the two parties. In the case of a Board of Arbitration, the Board and the Union will be responsible for the fees and expenses of its own appointee.
- 15:06:3 No person may be appointed as an Arbitrator or member of a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 15:06:4 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon both parties.
- 15:06:5 The Arbitrator or Board of Arbitration shall have authority only to settle disputes under the terms of a grievance as outlined in this Article and will only interpret and apply this Agreement to the facts of the particular grievance involved. The Arbitrator or Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it.
- 15:06:6 Unless mutually agreed otherwise by both parties, the place of the hearing shall be in the City of Thunder Bay.
- 15:07 Grievance Procedure - Party
- 15:07:1 A Party who has a complaint relating to the interpretation, application, administration or alleged violation of this Collective Agreement shall discuss the complaint with the Manager of Employee Services or the President of the Bargaining Unit within twenty (20) days after the circumstance(s) giving rise to the complaint occurred or ought reasonably to have come to the attention of the Party.
- 15:07:2 If the complaint has not been resolved within thirty (30) days after discussing it with the Manager of Employee Services or the President of the Bargaining Unit, a Party grievance shall be submitted to the Director of Education or the Bargaining Unit President respectively. Such statements shall contain a summary of the nature of the grievance, the provision or provisions of the Collective Agreement allegedly violated and the remedy sought.
- 15:07:3 The receiving party shall reply, in writing, within twenty (20) days of receipt of the grievance.
- 15:07:4 If the reply is unacceptable to the receiving party, the party may submit the grievance to arbitration as outlined in 15:06 above.
- 15:08 Grievance Mediation
- 15:08:1 The parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation at any stage after the receipt of the reply of the Manager of Human Resources (Step 1 above). The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the

other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

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

ARTICLE 16 - PROBATIONARY PERIOD

16:01 Permanent employees shall serve as probationary employees for a period of five (5) months worked from their date of appointment to the permanent position.

16:02 Supply SSP's who obtain permanent positions shall serve a five (5) month probationary period. Upon completion of the probationary period they shall be credited with seniority retroactive to date of commencement of continuous service.

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

16:04 PSSP permanent employees shall serve as probationary employees for a period of six (6) months worked from date of appointment to the permanent position.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

17:01 When an SSP begins a new assignment, the Principal, in consultation with the Special Education Department, will determine the orientation and/or inservice required.

17:02 The Board shall allocate the equivalent of six (6) days per school year for the purposes of Professional Development and inservice of SSP's/PSSP's.

17:02:1 The scheduling of the Professional Activity Days shall correspond to the schedule of Professional Activity days described in the school year calendars.

17:02:2 The SSP shall be paid in accordance with their regularly scheduled hours. Approval of additional hours/time over and above the regularly scheduled hours shall be subject to the approval of the appropriate Superintendent of Education and/or Principal.

17:03 Upon written request, at the discretion of the Principal, and subject to the approval of the Superintendent of Special Education, an SSP may participate in other inservice programs and teacher professional activity days.

17:04 An SSP in a temporary or term position shall be eligible to participate in SSP professional development activities scheduled during that time period and will be paid according to time spent at such activities.

ARTICLE 18 - POSTING OF VACANCIES AND TRANSFERS

18:01 Permanent Vacancies

A permanent vacancy can be caused by the creation of an additional position, and/or vacancies caused by such events as death, retirement, resignation, discharge and transfer and/or where a temporary vacancy due to a leave of absence or illness or a WSIB claim extends beyond two (2) years. All permanent vacancies will be filled according to the process defined in Article 18:02 and 18:04.

18:01:1 The bargaining unit recognizes the Board's right to transfer employees to meet student needs within the system. The Board shall consult with the employee and the Bargaining Unit President or designate before the transfer is initiated.

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

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

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

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

18:02:2:2 When there is more than one employee in a work location where there is a declaration of surplus or reduced hours, the least senior employee on the Bargaining Unit seniority list working in that location, shall be the employee transferred providing the remaining employees have the knowledge, **skill**, ability and qualifications to perform the duties of the position.

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

18:03 Filling Permanent Vacancies After Transfer Requests Have Been Filled and Prior to October 31st

- 18:03:1 When a permanent vacancy remains after the transfer request process is completed, the Board shall, if it determines to fill such vacancy, post it internally for five (5) working days. The posting will contain the qualifications, location(s), closing date and time of posting. The posting will also state that no late applications will be accepted, including applications sent through Canada Post. The vacancy shall also be posted electronically on the Board's website.
- 18:03:2 No permanent employee covered by this Collective Agreement can apply for a posted position. Permanent employees wishing to increase hours from half time to full time, decrease hours from full time to half time and/or change work locations must use the transfer request process outlined in clause 18.01. Internal postings will only be open to all term, temporary and supply employees who are members of the bargaining unit.
- 18:03:3 Clauses 18:03:1 and 18:03:2 will not be in effect as long as there are employees who have recall rights to the vacancy.
- 18:04 Staffing Process to Fill Permanent Vacancies Subsequent to October 31st
- 18:04:1 A temporary SSP will be selected by the Board to fill the position for the duration of the school year. First consideration shall be given to permanent SSP's who have indicated a desire to increase time on the transfer request form and where the increase in time can be accommodated with the SSP's current position. The Board shall consider knowledge, skill, ability and qualifications to perform the job when filling transfer requests. If the vacancy is to continue into the following school year, the position shall be filled in accordance with 18:02 or 18:03 above.
- 18:05 Staffing Process to Fill Temporary Vacancies
- 18:05:1 Temporary vacancies created by approved leaves of absence including, but not limited to, maternity leaves and illnesses will not be posted. A temporary SSP will be selected by the Board to fill the position for the duration of the leave.
- 18:06 Other
- 18:06:1 An employee cannot apply for or transfer to a new position if, during the past ~~six~~ (6) months, she/he has been under review in their current position or if she/he has been transferred for disciplinary reasons.
- 18:06:2 If no bargaining unit employee applies for the posting or, no bargaining unit employee is qualified to fill the vacancy, the Board may post the position externally.
- 18:06:3 During the transfer or posting process, a vacancy may be filled by the Board on an interim basis with a supply SSP.

ARTICLE 19 - JOBSHARING

19:01 Preamble

The Thunder Bay Catholic District School Board and the OSSTF SSP/PSSP Bargaining Unit assumes no responsibility for any consequences arising out of the job sharing assignment relative to OMERS, Employment Insurance, The Canada Pension Plan, or any other liabilities incurred by an SSP as a result of participation.

19:02 Description

- (a) Job-sharing under the terms and conditions of this Article is defined as "the equal sharing of a full-time SSP position by two permanent SSP's employed by the Board."
- (b) It is understood that not more than two (2) Job-sharing situations may be in operation in any one school year.
- (c) Final approval of Job-sharing situations shall be at the discretion of the Board, based on the recommendations of the Manager of Employee Services.

19:03

- (a) In the situation where two SSP's wish to share an SSP position, they shall submit their proposal to the Manager of Employee Services by March 1st of the school year preceding the implementation of the assignment.
- (b) In the situation where an individual SSP desires a Job-sharing assignment, the SSP shall submit a request in writing to the Manager of Employee Services by March 1st of the school year preceding the implementation of the assignment. From the list of individual applications, matches may be made by the Manager of Employee Services in consultation with the SSP's, the appropriate Principal(s) and the Superintendent(s) responsible for the school(s).
- (c) All applicants will be notified in writing of the disposition of their request.

19:04 Conditions

- (a) The overall well being of the students and the school in general shall take precedence over the preferences of the SSP's in a job sharing assignment.
- (b) The model chosen must be acceptable to both SSP's and approved by the Principal and the Superintendent of the school.

19:05

The SSP's salary and fringe benefits shall be pro-rated in relation to what would have been received as a regular SSP; e.g. a half time SSP receives 50% of his or her salary, etc.

ARTICLE 20 - TERMINATION

- 20:01 An employee shall be deemed terminated if the employee:
- (a) **quits;**
 - (b) is discharged and is not reinstated through the grievance or arbitration procedure;
 - (c) is absent from scheduled work without notification and/or approval for a period of three (3) or more consecutive working days without providing a reasonable explanation;
 - (d) has been off work for a continuous period of more than twenty-four (24) months because of lay-off;
 - (e) fails upon being notified of recall, to **signify** his or her intention to report to work after receiving the notice of recall in accordance with Article 9, Layoff and Recall.
- 20:02 Upon termination for any of the reasons identified above, the Board has no further obligations to the employee, except as dictated by the Collective Agreement and by Statute.
- 20:03 The Board shall send a copy of the letter of termination to the Bargaining Unit President at the same time the letter is sent to the bargaining unit member.

ARTICLE 21 - JUST CAUSE

- 21:01 (a) No permanent employee shall be disciplined or discharged without Just Cause.
- (b) It is understood that probationary employees shall be subject to a standard of lesser Just Cause.
- 21:02 Disciplines shall be applied **uniformly**, and disciplinary measures shall be appropriate to their cause and subject to the principle of progressive discipline.
- 21:03 When a disciplinary action, including a verbal warning, results in documentation being placed in the employee's personnel file, the employee and the Bargaining Unit President must be provided with a copy of such documentation. The employee has the right to reply to such a report and that reply shall become part of the employee's personnel file.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

- 22:01 *The* Employer recognizes its obligations under the *Occupational Health and Safety Act* and its accompanying Regulations as minimum acceptable standards.
- 22:02 The Bargaining Unit shall have one (1) representative on the Joint ~~Health~~ and Safety **Committee**.

- 22:02:1 When duties are required to be performed by Student Support Persons as representatives on a Joint Health and Safety Committee, those duties will be performed during the normal work day. The Board shall endeavour to replace the SSP when they are absent from work to perform these duties.
- 22:02:2 When the Ministry of Labour conducts an investigation following an incident involving a SSP member, the Bargaining Unit President shall be notified. It will be at the discretion of the Bargaining Unit President whether they attend the investigation.
- 22:03 The Employer shall provide and maintain, at no cost to the employee, all personal protective equipment, clothing or devices required by the **Occupational Health and Safety Act**.
- 22:04 The Board shall provide SSP's, including temporary and/or term employees with the appropriate health and safety training as deemed necessary by the Board. Training requirements will be established by the Board **with** input from the Bargaining Unit. Such training shall be conducted during regular working hours where possible. Where such training is scheduled outside of normal working hours, exclusive of any training that may be offered during a regular school vacation break, such time shall be considered as overtime. Overtime shall not apply when the employee **has** been called in **for** normal hours of work during a lay off period.
- 22:05 A Student Support Person shall administer medication only in accordance with Board Policy 1005.
- 22:06 The Board shall provide the Bargaining Unit President with copies of all accident reports following a violent incident involving a SSP member.
- 22:07 The Board agrees no SSP member shall be required to work alone or travel off of Board property with a student who is identified as having a potential for violence.
- 22:08 Emergency Evacuation
- 22:08:1 Each SSP shall be provided with a copy of the school Emergency Fire/Evacuation plan as it pertains to the SSP's students.
- 22:09 Lifting
- 22:09:1 The Board and the Union share a mutual commitment to ensuring that SSP's have appropriate training from a qualified professional when SSP's are required to perform or assist with a lift.
- 22:09:2 All lifting requirements must meet with the established Coded Memo HR51, "Protocols for Schools - Students Requiring **Lifting**."
- 22:09:3 Where an SSP is required to perform personal care services (i.e. toileting, changing) in a secluded area, that SSP may request of the Principal that a plan be established to have a second staff member present in the area.

ARTICLE 23 - JOB SECURITY

- 23:01 The Employer shall not contract out work normally performed by members of the bargaining unit if it directly results in a lay off of permanent SSP/PSSP bargaining Unit members.
- 23:02 No employee shall be laid off, suffer a reduction in the employee's regularly scheduled hours or be refused recall as a direct result of contracting out: Co-op students, tutors, volunteers or participants in government funded work programs shall not be used in place of an SSP/PSSP.
- 23:03 If the Board intends to initiate layoffs, it will, as soon as possible, meet at a Labour Management Committee Meeting, to discuss the following in order to reduce the impact of layoffs:
- (a) inviting retirements
 - (b) accepting voluntary resignations
 - (c) offering interested employees the option of taking a reduced assignment/job sharing
 - (d) approving leaves of absences including leaves beyond the period normally allowed by the Board
 - (e) any other feasible, mutually agreeable option
- 23:04 In order to prevent layoffs, permanent employees, in reverse order of seniority, shall be placed into temporary positions while maintaining their rights and entitlements as a permanent employee under the Collective Agreement. No Supply SSP's shall be employed while a permanent SSP member is on the recall list except where the SSP has refused an offer of recall.

ARTICLE 24 - CRIMINAL BACKGROUND CHECKS

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

ARTICLE 25 - NO DISCRIMINATION

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

ARTICLE 26 - QUALIFICATIONS

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

ARTICLE 27 - EMPLOYEE EVALUATION POLICY

27:01 The Board will consult with the Union prior to making any material amendments to the policy which would affect an SSP Bargaining Unit member.

27:02 Under no circumstances should a Performance Evaluation be completed for the employee by any person other than the appropriate Principal and/or Vice Principal of that employee.

ARTICLE 28 - SUPERVISION

28:01 Where it is deemed necessary to assign supervision of non-special needs students to SSP's, the Principal shall ensure that such supervision shall be assigned equitably amongst the SSP's at that worksite.

28:02 A SSP shall not be assigned to replace an absent classroom teacher except for brief unscheduled absences during instructional periods of time.

28:03 Issues that may arise during the school year related to supervision assignments may be brought to the attention of the Labour Management Committee for consideration.

ARTICLE 29 - HARASSMENT

29:01 The Employer and the Union recognizes the right of all employees to be treated with courtesy, respect and dignity. The Employer recognizes that all forms of harassment are a serious form of misconduct.

29:02 If a harassment investigation results in the discipline of a member, it shall be the disciplined member that is transferred should a transfer be deemed necessary, except where the complainant requests to be transferred.

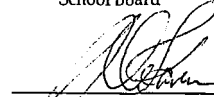
ARTICLE 30 - SUPPLY STUDENT SUPPORT PERSON

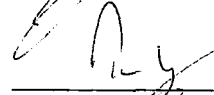
- 30:01 The Supply Employee shall **notify the** Employee Services Department, **in writing**, of any change of address and/or telephone numbers required by the Board to contact the Supply Student Support person regarding Supply Employee assignments.
- 30:02 Prior to being placed on the Supply Employee List, **an** applicant must provide all documentations required by **the** Board.

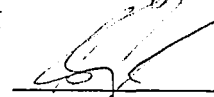
Signed in Thunder Bay, Ontario this 29 day of April — 2009.

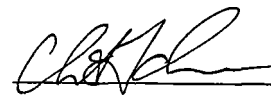
Thunder Bay Catholic District
School Board

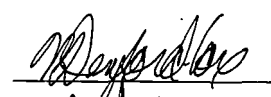
Authorized OSSTF Representative

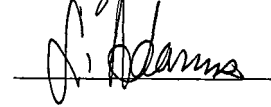












LETTER OF UNDERSTANDING

BETWEEN

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

and

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

RE: IMPLEMENTATION OF THE PDT

In 2009-10, the Board will apply the B-10, Appendix 9 projected funding enhancement, up to the value of the Board's share (projected at \$113,352 in 2009-10), in the following order:

- 1) Offset staff reductions in SSP/PSSP Staff that may otherwise have occurred between the 2008-09 and 2009-10 school years due to declining enrolment. **The** parties agree that the 2008-09 FTE of **the** Bargaining Unit is 112.65 FTE. During the period of the agreement this base line staffing level may be adjusted as a result of changes in enrolment and program;
- 2) Use all remaining funds to hire additional unionized Board-employed OSSTF SSP/PSSP Staff in 2009-10, up to the value of the Board's share of **this** new allocation.

The Labour Management Committee shall meet prior to April 30, 2009 to determine **the** allocation of the staffing funding enhancements in paragraph 2). It is understood that the total amount used for the staffing funding enhancements shall not exceed the Board's share of **this** new allocation. **The** Bargaining Unit may have a Provincial OSSTF staff person attend as a resource.

The parties agree that the B-10, Appendix 9 projected funding enhancement will be reduced by the additional allocations during negotiations for benefit enhancements negotiated. **The** number of new positions created **using** **the** enhancement funding **less** the additional allocations above, shall be determined by dividing by the salary of the position(s) plus employee benefits.

Effective September 1, 2011, the parties agree that any funds generated under Appendix 12 of the **August 18, 2008 B** Memo shall be applied in the following sequence:

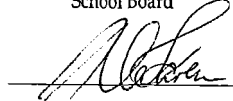
- I. recalling any permanent SSP placed on recall as of September 1, 2008 or after

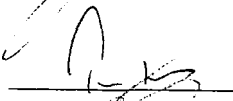
- II. The provision of an additional **paid** training day for members of the Bargaining Unit on a day to be mutually determined by the Board and the Bargaining Unit.

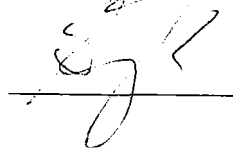
Signed in Thunder Bay, Ontario this 29 day of April _____, 2009


Thunder Bay Catholic District
School Board


Authorized OSSTF Representative

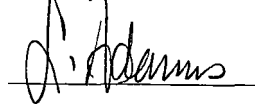












LETTER OF UNDERSTANDING

BETWEEN

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

and

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

RE Group Benefits:

The Board and the Union have noted the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to allocate an annual enhancement of thirty-three (\$33 million) (0.26%) increase in benchmarks effective 2010-2011 to enhance group benefits for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010. The Board must spend no less than their allocated amount under this thirty-three (\$33 million) enhancement.


The local Bargaining Unit's share of the Board's allocation under the thirty-three (\$33 million) enhancements shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-09 financial statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit, shall be excluded.

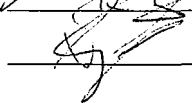
In accordance with the terms of the Provincial Discussion Table (PDT) agreement, for the 2008-2012 collective agreement, the Thunder Bay Catholic District School Board and OSSTF District 6A SSP/PSSP Bargaining Unit agree to meet prior to April 30, 2010 to determine the actual allocation for the Bargaining Unit. The parties agree that consistent with the OSSTF Support Staff PDT agreement, funds shall be applied from Appendix 9, to a maximum of 15% of the Appendix 9 funds, for this purpose. The Bargaining Unit shall determine the benefit coverage enhancements to be implemented up to the amount of the allocation(s).

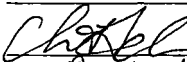
Signed in Thunder Bay, Ontario this 29 day of April _____, 2009

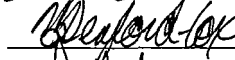
Thunder Bay Catholic District
School Board


Authorized OSSTF Representative











LETTER OF UNDERSTANDING

BETWEEN

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

and

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

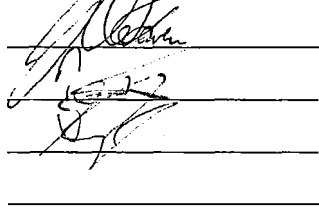
R E Supervision

During negotiations the SSP/PSSP Bargaining Unit raised concerns regarding supervision assignments. The parties agreed to meet at Labour Management Committee to review these concerns and attempt to develop guidelines related to the assignment of supervision. Where mutually agreeable guidelines are reached, the Board agrees to communicate these to the school administrators. Concerns expressed by the Bargaining Unit included

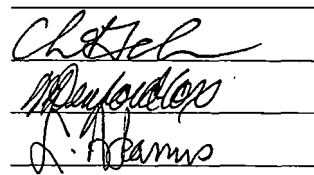
- a) the assignment of general population supervision at the same time as supervision of special needs students; in particular concerns regarding the safety of the special needs students
- b) the scheduling of supervision assignments which remove the SSP from providing classroom support to the student
- c) When an issue about supervision at a particular worksite(s) is raised at Labour Management, the Superintendent of Special Education will investigate the situation and communicate his/her findings to the SSP President, at the latest, at the next Labour Management meeting, on what action, if any, was taken to resolve the issue. It is understood that concerns will first be addressed at the worksite by the member. It is understood that only those concerns that could not be addressed at the worksite with the Principal will be raised at Labour Management.

Signed in Thunder Bay, Ontario this 29 day of April, 2009

Thunder Bay Catholic District
School Board



Authorized OSSTF Representative



LETTER OF UNDERSTANDING

BETWEEN

THUNDERBAY CATHOLIC DISTRICT SCHOOL BOARD
(the "Board")

and

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


RE Funding Enhancements for Professional Development and Training

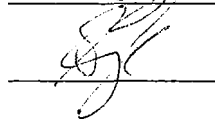
TBCDSB agrees to transfer directly to the OSSTF, SSP/PSSP Bargaining Unit no later than December 31, 2008, the Bargaining Unit's proportional share of the \$17 million one-time 2008-2009 Ministry of Education funding enhancement for professional development and training for educational support workers. The Bargaining Unit's share of this enhancement shall be the ratio between the OSSTF SSP/PSSP's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 Financial Statements. The Board agrees to share the data and calculations required in determining the Bargaining Unit's proportional share.

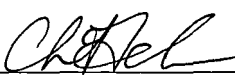
Signed in Thunder Bay, Ontario this 29 day of April ——— 2009


Thunder Bay Catholic District
School Board


Authorized OSSTF Representative











LETTER OF UNDERSTANDING

BETWEEN

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

and

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

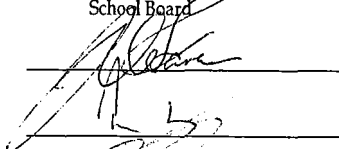
New Positions

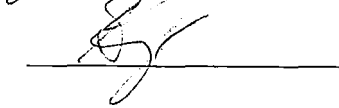
The parties agree that should the Board create Child and Youth Worker positions and/or Early Childhood Educator positions, such positions shall be included within the SSP/PSP Bargaining Unit. The parties shall meet to negotiate the terms of employment for such newly created positions.

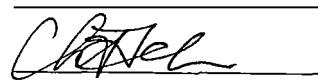
Signed in Thunder Bay, Ontario this 29 day of April, 2009


Thunder Bay Catholic District
School Board


Authorized OSSTF Representative











LETTER OF UNDERSTANDING

BETWEEN

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

and

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

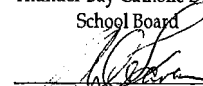
External Agencies


In the event the Ministry of Education issues a Policy/Program Memoranda (PPM) with respect to External Agency Personnel, the Parties agree to meet to review the implications of the PPM.

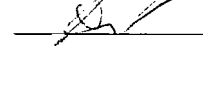
Signed in Thunder Bay, Ontario this 29 day of April, 2009


Thunder Bay Catholic District
School Board

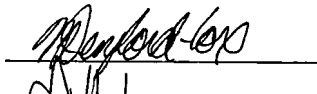
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LETTER OF UNDERSTANDING

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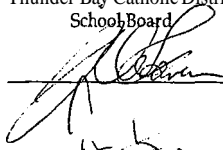
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
SSP/PSSP BARGAINING UNIT DISTRICT 6A THUNDER BAY
(the "Union")

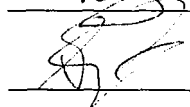
Workplace Violence

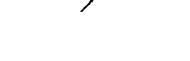
The Board and the OSSTF SSP/PSSP Bargaining Unit shall establish a Joint Committee on Workplace Violence, consisting of up to four (4) representatives each, no later than February 28, 2010. The Committee shall review the recommendations from the Provincial Joint Task Group and determine TBCDSB implementation strategy, as it would relate to SSPs, for such recommendations for the 2010-11 school year and beyond.

Signed in Thunder Bay, Ontario this 29 day of April, 2009

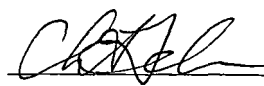
Thunder Bay Catholic District
School Board

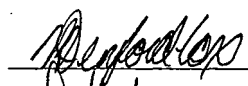







Authorized OSSTF Representative







LETTER OF UNDERSTANDING

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and

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

Lifting Training Session

The Special Education Department will annually schedule a Lifting Training session for all Supply Student Support Persons.

Signed in Thunder Bay, Ontario this 29 day of April, 2009

Thunder Bay Catholic District
School Board

Authorized OSSTF Representative

