

COLLECTIVE AGREEMENT

between

**THE GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD**

(hereinafter called "The Board")

and

**ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION – DISTRICT 9**

(hereinafter called "The O.S.S.T.F. or Union")

Representing

**THE LINC AND EMPLOYMENT SERVICES
EMPLOYEES**

(hereinafter called "the L.E.S.E. or the Bargaining Unit")

EFFECTIVE PERIOD: September 1, 2012 to August 31, 2014

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ARTICLE 1 –PURPOSE AND SCOPE

- 1.01 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Greater Essex County District School Board and the LINC and Employment Services Employees (L.E.S.E.) Bargaining Unit District 9 of the Ontario Secondary School Teachers' Federation.
- 1.02 Except for error, omission or inadvertence, it is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries and related benefits, and to provide a procedure for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- 1.03 This Agreement covers all employees of the Board in the Language Assessment and Resource Centre (L.A.R.C.), Employment Assistance Services, and Invest Lab including, but not limited to, Assessors, LINC Assessors, Employment Counsellors/Facilitators, Employment Counsellor/Job Developer, Marketing Outreach Resource, and Program Liaison, save and except the Program Supervisor (Windsor and Leamington worksites) and persons above the rank of Supervisor.
- 1.04 No persons paid or unpaid shall perform work of the Bargaining Unit except for the position of Program Supervisor (Windsor and Leamington worksites) and Program Liaison (Windsor worksite) who may train or assist Bargaining Unit employees and for other exceptions as mutually agreed in writing by the parties.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes O.S.S.T.F. as the exclusive bargaining agent authorized to represent all persons employed by the Board as defined in Article 1.03 and to negotiate on their behalf, and O.S.S.T.F. recognizes the negotiating committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Collective Agreement.
- 2.02 The Board recognizes the right of O.S.S.T.F. to authorize District 9 and the L.E.S.E. Bargaining Unit representatives or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03 The Board recognizes the right of the L.E.S.E. Bargaining Unit members to have O.S.S.T.F. and District 9 officers and/or legal counsel present during any meetings with Board representatives when a potential discipline or discharge is being investigated.
- 2.04 O.S.S.T.F. recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.05 The Board recognizes its obligation to advise an employee of his/her right to Bargaining Unit representation at a formal meeting when a potential discipline or discharge of an employee is being discussed. Notification will occur prior to the meeting, giving the employee sufficient time to contact the Union in order to have a representative present.

- 2.06 New employees will be given an orientation session, conducted by the Board's Human Resources Department. During that session the L.E.S.E. will be given an opportunity to address new employees on matters that relate to their relationship with O.S.S.T.F.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The O.S.S.T.F. agrees that it is the exclusive right of the Board to manage its operations and to direct its working forces except where these rights have been specifically modified by the terms of this Agreement. The Board's rights include the right to maintain order, discipline and efficiency, make rules and regulations to be observed by the employees provided the rules and regulations are not inconsistent with the agreement or laws and regulations of the Province of Ontario and Board policy, determine job content, create and abolish jobs, hire, promote, transfer, lay off because of lack of work, and demote, discipline or discharge for just cause.
- 3.02 O.S.S.T.F. further recognizes the right and duty of the Board to discipline, demote, suspend and discharge employees provided that a claim by an employee that he/she has been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance subject to Article 7.02(b).
- 3.03 The Board agrees to review with the L.E.S.E. Bargaining Unit President policy and/or program changes that may affect the working conditions of the employees covered by this Agreement. Whenever possible, such review process will be initiated thirty (30) days prior to the implementation of such changes.

ARTICLE 4 - MEMBERSHIP

- 4.01 All employees shall, as a condition of employment, **become O.S.S.T.F. members as of the first day of work**, and remain members in good standing.
- 4.02 On each regular pay date on which an employee is paid, the Employer shall deduct from each employee the O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by the O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 4.03 The O.S.S.T.F. dues deducted in Article 4.02 shall be remitted to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario, M4A 2P3, no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their employee identification number, annual salary, number of days worked, salary for the period and the amounts deducted.
- 4.04 Dues specified by the Bargaining Unit in Article 4.02, if any, shall be deducted and remitted to the Treasurer of O.S.S.T.F. District 9, at the Bargaining Unit's current address no later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their employee identification number, annual salary, number of days worked, salary for the period and the amounts deducted. O.S.S.T.F. and/or the Bargaining Unit as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by O.S.S.T.F. and/or the Bargaining Unit.

- 4.05 The Board agrees to provide the L.E.S.E. Bargaining Unit President with a listing of employees covered by this Agreement complete with address, position held, rate of pay and work location. This list will be provided by October 31st of each year or as soon as possible thereafter. At the time of hiring of any employee during the term of this Agreement, the Board shall provide the foregoing information to the L.E.S.E. Bargaining Unit President. In the event of any subsequent changes in any employee's status, including without restriction resignation and termination, the Board shall immediately notify the L.E.S.E. Bargaining Unit President of such change.
- 4.06 The L.E.S.E. Bargaining Unit shall have the right to post notices of interest to its members in a mutually agreed upon area in each work location.
- 4.07 (a) When a Tentative Agreement is reached between the parties and for the purpose of ratification, the Board will supply the L.E.S.E. Bargaining Unit President with thirty (30) copies of the Tentative Agreement.
- (b) Once the Agreement is ratified by both parties, the Board shall provide each member, and any new member subsequent to the ratification, with a copy of the Collective Agreement.

ARTICLE 5 – JOINT UNION MANAGEMENT COMMITTEE

- 5.01 The Board and the L.E.S.E. Bargaining Unit shall establish a **Joint Union Management Committee** for the purpose of considering matters pertaining to or arising out of this Agreement and any matter that affects union-management relations including staffing issues. This committee will be limited to up to **five (5)** members for the management team and up to **five (5)** members for the O.S.S.T.F.-L.E.S.E. Bargaining Unit.
- 5.02 Meetings shall be convened every two (2) months at a date and time mutually agreeable to both parties. Both parties will be responsible for their own minutes.
Parties agree to submit to the other party a prioritized list of agenda items three (3) days prior to the scheduled meeting. If no agenda is submitted then the meeting will be deemed to be cancelled.
- 5.03 This committee does not in any way form part of the grievance or arbitration procedure set forth in this Agreement and no matter which is the subject matter of the grievance or arbitration procedure shall in any event be the subject of discussion at a meeting of this committee, unless mutually agreed by the parties.
- 5.04 The **Joint Union Management** committee meetings will be held whenever possible at no cost to either party.

ARTICLE 6 – UNION BUSINESS RELEASE TIME

- 6.01 The Negotiating Committee of the L.E.S.E. Bargaining Unit consisting of no more than three (3) members shall be released from their duties without loss of pay, benefits, sick leave credit, seniority, service, or experience for the purpose of attending negotiations for the renewal of this Collective Agreement.

- 6.02 The L.E.S.E. Bargaining Unit may, with the prior approval of the Superintendent of Human Resources or his/her designate, have the President or his/her designate relieved from his/her duties without loss of salary, benefits or seniority. The President or his/her designate will complete a Request for Absence form citing Article 6.02 and submit it to the Superintendent of Human Resources or his/her designate. The L.E.S.E. Bargaining Unit shall reimburse the Board for the cost of the President's or his/her designate's salary and benefits.
- 6.03 With prior approval of the Superintendent of Human Resources or his/her designate, and after consultation with the appropriate Principal or Manager, employees involved in Union matters during normal working hours, shall not lose salary, benefits or seniority. The L.E.S.E. Bargaining Unit shall reimburse the Board for the cost of the employee's salary and benefits.
- 6.04 The L.E.S.E. Bargaining Unit members agree where possible to ensure that the absence from the office shall be the least disruptive to the provision of client services within the office. As needed, and upon consultation with the Program Manager or designate, additional paid work time will be authorized in order to complete assigned work activities in an attempt to be the least disruptive to client service needs and meet established contracted client service delivery targets. The L.E.S.E. Bargaining Unit shall reimburse the Board for the cost of the employee's salary and benefit, which may include any related costs including overtime.

ARTICLE 7 - SENIORITY

- 7.01 (a) Seniority shall be the length of continuous service in an L.E.S.E. Bargaining Unit position with the Board from the first day of work after being hired. Any approved leave and/or inactive weeks including layoff with recall rights shall not be considered an interruption of continuous service.
- (b) Where employees have equal seniority in accordance with Article 7.01(a), the order of seniority shall be determined by chance and administered by the Union and the Human Resources Department. Upon hiring new employees with equal seniority, the Union and the Human Resources Department will administer the tie breaking process which is determined by chance at the time of hiring.
- (c) The seniority list will be posted by February 1st of each calendar year or as soon thereafter as possible.
- 7.02 (a) A new hire shall be on probation for nine (9) months.
- (b) During the first four (4) months of employment, the probationary employee shall not have access to the grievance and arbitration procedure for matters concerning discipline and/or discharge.
- (c) After successful completion of the first four (4) months of employment, the probationary employee shall have access to the grievance and arbitration procedure for discipline and discharge. The Board may discipline or discharge for a lesser standard of cause than just cause. In particular, such discharge shall be set aside only if the discharge is arbitrary or discriminatory or in bad faith.

- (d) After nine (9) months, the employee **and the LESE President** will receive written notification of successful completion of the probationary period.

7.03 The seniority list shall be posted on the bulletin board in each work location and shall be open for revision for thirty (30) calendar days after posting. After thirty (30) calendar days, the seniority list with the revisions, if any, shall be accepted as final and complete. The revision in the number of years of seniority shall be confined to those accumulated in the previous year except for employees hired during the previous school year.

7.04 An employee's seniority shall be terminated and his or her rights under this Agreement are forfeited for the following reasons:

- (a) the employee is discharged and such discharge is not reversed through the grievance/arbitration procedure, quits, resigns or retires;
- (b) the employee fails to give notice of intent to return to work after recall within the time specified in this Collective Agreement or fails to return to work on the date specified for recall;
- (c) the employee is laid off for a period of twenty-four (24) months;
- (d) the employee fails to return to work upon expiration of a leave of absence.

7.05 Temporary Employee

- (a) A **"temporary employee"** means an employee hired for an assignment not longer than twelve (12) months.
- (b) **Temporary assignments may be extended beyond twelve (12) months where such assignment is to replace an absent employee.**
- (c) **If a temporary assignment is extended beyond a twelve (12) month period (7.05 (a)), such assignment shall be agreed upon at a Joint Union Management Committee meeting.**
- (d) **Temporary employees are members of the bargaining unit. All temporary employees shall be entitled to all rights and privileges of the Collective Agreement, except for Seniority and Recall.**
- (e) **If a temporary employee is hired into a permanent position by the Board, his/her time as a temporary employee will be credited towards his/her probationary period and towards seniority as long as the period is continuous and there is no interruption of service longer than 30 working days.**

ARTICLE 8 – NO DISCRIMINATION OR HARASSMENT

8.01 The parties agree that there shall be no interference, restraint, coercion or discrimination practised against employees on the grounds of union membership or as highlighted within the *Ontario Human Rights Code*, such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, familial status or handicap.

- 8.02 The Board and the Union agree that harassment is unacceptable behaviour and it is the responsibility of the Board to maintain a harassment-free workplace.

ARTICLE 9 - CORRESPONDENCE

- 9.01 All correspondence between the Parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Superintendent of Human Resources or his/her designate, of the Board and the L.E.S.E. Bargaining Unit President or his/her designate and affected person(s) concerned.
- 9.02 The L.E.S.E. Bargaining Unit may use the Board's inter-office (courier) mail service, fax machines computer, telephone, photocopier and e-mail for the purpose of communicating with its members.

ARTICLE 10 – EMPLOYEE RECORDS

- 10.01 An employee will receive a copy of any Board-initiated reprimand or disciplinary action or adverse report which is placed in the employee's personnel file. The L.E.S.E. Bargaining Unit President will receive a written copy of such documentation. This does not apply to performance appraisals. The employee may make a written reply to the report, and the reply shall become a part of the employee's personnel file. No written reports shall be placed in an employee's personnel file without the employee receiving a copy of the same.
- 10.02 An employee may request in writing, to the Superintendent of Human Resources or his/her designate, to have any correspondence removed from his/her personnel file after two (2) years if that employee has had no additional disciplinary correspondence put in his/her personnel file since the date of the correspondence in question. If the employee's request is denied, the employee shall receive, in writing, the reasons for such denial.
- 10.03 Following a formal written request of an employee for an appointment, the Board shall make available for review, during normal business hours, all information in his/her personnel file. Such review shall be in the presence of a member of the Human Resources Department.
- 10.04 An employee may copy any material contained in his/her personnel file.
- 10.05 If an employee disputes the accuracy or completeness of information in his/her personnel file, the said employee will have the opportunity to submit his/her own statement that addresses the alleged inaccuracies or incompleteness to the Superintendent of Human Resources or his/her designate, who, in his/her own discretion will determine whether such statement will form part of the employee's personnel file, and will determine whether the original information stands, is amended, or is removed.
- 10.06 Upon written authorization by an employee, the Bargaining Unit President or designate shall have access to the employee's personnel file.
- 10.07 When a client complaint has been received and requires appropriate documentation in the client file the identity of the employee(s) named in the communication shall be protected.

ARTICLE 11 – GRIEVANCE/ARBITRATION PROCEDURE

Grievance Procedure

- 11.01 It is agreed that the spirit and intent of this agreement is to resolve employee or employer grievances promptly. Should any difference arise between the Board and L.E.S.E. as to the interpretation, application, administration or alleged violation of this agreement, an earnest effort will be made to settle such difference without delay.
- 11.02 Within the term of this Agreement, a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration or alleged violation of this Agreement. A written grievance, as required in Step 2 of this Article, shall state:
- (a) the nature of the grievance and background circumstances;
 - (b) the section(s) of this Agreement claimed to be infringed;
 - (c) the remedy or correction required.
- 11.03 For the purpose(s) of this article whenever reference is made to ten (10) working days, such timeline shall be based upon the work schedule of any Board, Federations and/or L.E.S.E. employee(s) who may be involved with the matter at issue.
- 11.04 Where a dispute involving an employee, save and except probationary employees, suspension or discharge occurs, the grievance **may** be initiated at Step 2 of the grievance procedure.
- 11.05 A group grievance submitted on behalf of a group of employees or a policy grievance submitted by the Bargaining Unit/Union may be initiated at Step 2 of the grievance procedure.
- 11.06 The following steps shall govern the grievance procedure:
- Step 1 Within ten (10) working days of the time the grievor should reasonably be expected to be aware of the relevant facts, the employee, with the concurrence of the Bargaining Unit, shall discuss the complaint with the appropriate Program Supervisor at their worksite. The grievor may be accompanied by a Union representative. The Program Supervisor at their worksite shall reply orally within ten (10) working days of the discussion.
 - Step 2 Failing a satisfactory resolution, the Bargaining Unit shall then, within ten (10) working days after receipt of the reply of the Program Supervisor in Step 1 above, reduce the grievance to writing, detailing the article(s) which is alleged to have been violated, to the Superintendent of Human Resources or his/her designate. The Superintendent of Human Resources or his/her designate shall meet with the grievor accompanied by a Union representative, within ten (10) working days of receipt of the written grievance. The Superintendent of Human Resources or his/her designate shall answer the grievance in writing within ten (10) working days of the meeting with the grievor and a Union representative, during which time the grievance will have been discussed at a meeting of Director's Council.
- 11.07 If the grievance is still unresolved after exhausting the above procedure, the Bargaining Unit/Union may submit the grievance to Arbitration in accordance with this Agreement.

- 11.08 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the mediator and the timeline for grievance mediation to occur. It is agreed that the cost of the mediation will be shared equally.
- 11.09 Any time limits mentioned in the grievance and arbitration procedures may be extended by mutual agreement between the parties and by notification and confirmation in writing.
- 11.10 A grievance lodged by the Board shall be submitted in writing to the President of the Bargaining Unit. The President of the Bargaining Unit shall respond in writing to the Board within ten (10) days after receipt of the grievance. In the event that the matter is unresolved, the Board may submit the grievance to arbitration.
- 11.11 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Superintendent of Human Resources or his/her designate and the employee and Bargaining Unit representative completes a Request for Absence form. The L.E.S.E. Bargaining Unit shall reimburse the Board for the full cost of the **grievor** and the Bargaining Unit representative's salaries and benefits. A Request for Absence form will be completed by the **grievor** and the Bargaining Unit representative citing Article 11.09 and submitted to the Superintendent of Human Resources or his/her designate.

Arbitration Procedure

- 11.12 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, within twenty (20) working days, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation for a decision by a single arbitrator.
- 11.13 The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 11.14 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.15 Each of the parties hereto will jointly share the expenses of the arbitrator.
- 11.16 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify or amend any part of this Agreement.
- 11.17 If a grievance concerns the discipline of an employee, including disciplinary dismissal, save and except probationary employees, the arbitrator may confirm the decision of the Board or reinstate the employee with or without full compensation or otherwise modify the penalty.
- 11.18 If an employee is party to, or required to appear as a witness, in a grievance heard at mediation and/or arbitration the employee will not lose salary, benefits, seniority, etc., and there will be

no deduction from their sick leave or personal leave credits. The L.E.S.E. Bargaining Unit shall be responsible for the complete cost of the salary and benefits of any employee that it requires as a party to, or witness in, a grievance heard at mediation and/or arbitration. The employee will complete a Request for Absence form citing Article 11.16 and submit it to the Superintendent of Human Resources or his/her designate.

11.19 A grievance may be submitted to expedited arbitration under section 49 of the *Ontario Labour Relations Act*.

ARTICLE 12 – RATES OF PAY

12.01 The following wage schedule is subject to the Letter of Understanding attached hereto (Funding Agreements with M.T.C.U. and C.I.C.), and the specific provisions of these government service contracts.

12.02 Hourly Pay Rates

a) MTCU Contract

<u>Category</u>	<u>Grid Step</u>	<u>April 1, 2012</u>
Employment Counsellor/ Facilitator	0	\$25.65
	1	\$27.42
	2	\$28.60
	3	\$29.48

b) LINC/C.I.C. Contract

<u>Category</u>	<u>Grid Step</u>	<u>April 1, 2012</u>
LINC Assessor	0	\$25.65
	1	\$27.42
	2	\$28.60
	3	\$29.48
Marketing Outreach Resource	0	\$25.65
	1	\$27.42
	2	\$28.60
	3	\$29.48
c) Invest Lab Facilitator	0	\$25.65
	1	\$27.42
	2	\$28.60
	3	\$29.48

12.03 Anyone not at their maximum as of December 31 each year shall receive an increment effective January 1. If the service as of December 31 is equal to one (1) year, then the full amount of

increment shall be applied except where such amount would pierce the maximum. Employees with less than one (1) year as of December 31 shall receive an amount of increment which will be pro-rated according to completed service.

12.04 An employee covered by this agreement will be paid on a bi-weekly pay schedule.

12.05 Overtime

- a) From time to time, the Supervisor may request an employee to work overtime. Overtime may only be assigned with the consent of the employee.
- b) Where an employee consents to the Supervisor's request to work overtime, the employee shall be paid time and one-half for all hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week. **With Supervisor's approval, lieu time, to a maximum of thirty-five (35) hours can be accumulated based on the same rate.**

12.06 No employee shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility.

ARTICLE 13 - STAFFING

- 13.01 (a) A current list of staffing assignments will be provided to the L.E.S.E. Bargaining Unit President or his/her designate and to the Superintendent of Human Resources or his/her designate following the ratification of the Collective Agreement.
- (b) **The Board recognizes the importance of providing professional development to enhance and update the skills and abilities of all employees to continue to meet the needs of the complexity of clients served. In view of this, appropriate training/professional development shall be provided on a fair and equitable basis.**
- (c) **Employees hired to a new position shall receive the appropriate training in a timely manner.**

ARTICLE 14 – TEMPORARY AND PERMANENT VACANCIES

- 14.01 (a) **A permanent vacancy means a position which has been vacated due to resignation, discharge, retirement, death, posting into another position, a promotion or a new position.**
- (b) **A temporary vacancy is a vacancy as a result of:**
 - i. **An absent employee or**
 - ii. **A new assignment determined to be twelve (12) months or less.**
- (c) When a temporary and/or permanent vacancy is declared, a notice of vacancy will be posted on e-mail to all seniority Bargaining Unit employees. The posting will identify the job title, qualifications, duties, location(s) and hours of work. Seniority employees interested in the vacancy will have **seven (7)** working days from the date of posting to declare their interest and submit their qualifications and resume in writing by e-mail or fax to the Superintendent of Human Resources or his/her designate. The position will be given to the most senior employee declaring an interest, subject to qualifications and experience.

- (d) If no seniority employee of the Bargaining Unit declares an interest in the temporary and/or permanent vacancy so declared or if no seniority employee who declared an interest in the vacancy is qualified to fill the vacancy, the Board will post the position externally. **Should no permanent employee apply, qualified temporary employees who have applied will receive an interview.**
- (e) For temporary vacancies defined in Article 14.01 (b), part-time seniority employees have the opportunity to be awarded a full-time position which will continue for the duration of the vacancy. Thereafter, the individual will return to his/her previous part-time position. Full-time seniority employees have the opportunity to be awarded a part-time position which will continue for the duration of the vacancy. Thereafter, the individual will return to their previous full-time position.
- (f) A seniority employee who has successfully completed his/her probationary period and who is deemed to be the successful applicant **for the temporary or permanent vacancy** shall be subject to a **familiarization** period up to **sixty (60)** working days or such additional time as may be mutually agreed upon. **By and no later than thirty (30) working days into the familiarization period the Manager or designate shall discuss with the employee her/his performance.** During this period, if the employee's performance is unsatisfactory to the Board, the employee shall be returned to his/her former position and wage rate without loss of seniority. If the employee finds the new position unsatisfactory and so advises the Board, in writing, the employee shall be returned to his/her former position and wage rate without loss of seniority. The Board will confirm, in writing, such successful applicant in the new position upon the expiry of the **familiarization** period.

- 14.02 (a) Copies of all e-mails of vacancies shall be provided to the L.E.S.E. Bargaining Unit President.
- (b) Vacancies posted shall be decided within seven (7) working days following the closing date for the vacancy. Thereafter, the Board will attempt to place the successful applicant in the position within thirty (30) calendar days of the closing date for the vacancy.
 - (c) The Board shall notify the L.E.S.E. Bargaining Unit President which employee was selected for any vacancy after the employee has been notified.

14.03 Upon request from an employee who has not been given the position, the Superintendent of Human Resources or his/her designate shall provide feedback about the selection with the employee for professional growth purposes.

ARTICLE 15 – LAYOFF AND RECALL

Layoff

Layoffs shall be defined as a reduction of the work force or a reduction in the scheduled hours of employment.

15.01 The Board agrees that should layoffs be necessary employees will be laid off in reverse order of seniority in the Bargaining Unit, subject to Article 7.01(b) **and qualifications.**

- 15.02 The Board shall notify, in writing, both the employee(s) affected by such layoff and the L.E.S.E. Bargaining Unit President. The written notification shall state the date the layoffs are to take effect.
- 15.03 Laid-off employees will maintain their seniority on the recall list for a period of up to two (2) years.

Recall

- 15.04 If there are employees on layoff, the Board shall maintain and publish by September 1 of each year, a recall list of laid-off employees in order of seniority, with a copy to the L.E.S.E. Bargaining Unit President.
- 15.05 Bargaining Unit members who are eligible for recall shall file with the Board their most recent address and telephone number.
- 15.06 Employees will be recalled in order of seniority from the most senior employee to the least senior employee and as positions become available and they are qualified for the position (qualifications required for the position as outlined by management). Recall rights shall be on a system-wide basis for all employees.
- 15.07 When a position becomes available, the Board shall contact the member being recalled by telephone. If contacted by telephone, the employee shall have forty-eight (48) hours to accept the recall. Such decision shall be forwarded to the Superintendent of Human Resources or his/her designate in writing. If telephone contact is not made, the Board shall follow up with a letter by registered mail. A copy of such letter shall be sent to the L.E.S.E. Bargaining Unit President.
- 15.08 A member shall have seven (7) days after the date of the registered letter to notify the Board of their acceptance of the recall.
- 15.09 A member may refuse recall for reasons of illness or injury, with proof of medical status, or other legitimate reasons without prejudice to the member's recall rights.
- 15.10 No external hiring shall take place **until all laid off employees qualified to fill the vacancy(ies), irrespective of their last job category**, have been given an opportunity for recall.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.01 (a) An employee may be granted a leave of absence without pay and without loss of seniority if his/her written request is approved and received by the Superintendent of Human Resources or his/her designate at least two (2) months prior to the requested leave. Such approval shall be in writing with a copy to the Bargaining Unit President. The time factor may be waived in cases of emergency, on compassionate grounds, or in the case of extenuating circumstances.
- (b) If an employee on an approved leave of absence returns within fifty-two (52) weeks or less he/she will return to the same occupational classification and same worksite without loss of salary or seniority, provided that position still exists.

16.02 MISCELLANEOUS LEAVES

In the following requests for leaves without loss of pay, an employee will complete the Board's Request for Absence form and submit it to the Superintendent of Human Resources or his/her designate for approval. In emergency situations, a telephone call or e-mail to the Superintendent of Human Resources or his/her designate will suffice but must be followed by a completed Request for Absence form.

The following leaves, if approved, will be without loss of salary, benefits and/or seniority and without deduction of sick leave credits.

<u>Reason</u>	<u>Maximum Allowance</u>
(a) Death of parent or guardian, spouse or equivalent, child or sibling.	5 consecutive working days, immediately following the death.
(b) Death of mother-in-law or father-in-law, sister-in-law or brother in-law, son-in-law or daughter-in-law, grandparents, grandchildren, and total dependents.	3 consecutive working days, immediately following the death.
(c) To attend the funeral of a relative not mentioned in (a) or (b) above, or a friend.	1 day

For Article 16.02(a), (b) and (c), additional days may be granted at the discretion of the Superintendent of Human Resources or his/her designate if required for travel to the funeral.

The employee shall not be entitled to the leaves set forth in paragraphs (a), (b), or (c) above when he/she fails upon request by the Superintendent of Human Resources or his/her designate to furnish the employer with reasonable proof of death of the relative and/or friend.

(d) Quarantine	Period certified by the Ministry of Health.
(e) i. Court Appearance: If not a party to the action, but if summoned as a witness.	Period required by the court.
ii. Court Appearance: As a party to the action.	1 day
(f) Jury Duty An employee who is required to serve and reports for jury duty or is summoned to give evidence as a witness and attends at court in answer to the summons, will be paid his/her regular rate of pay, without loss of benefits or seniority and without deduction of sick leave credits for the required absence from work during his/her regular working hours, subject to the condition that the employee will pay to the employer all monies that may be received for said jury duty or witness attendance exclusive of travelling	Period required by the court.

and meal allowances. It is understood that an employee will provide to the employer a copy of the notice of jury duty or summons as proof of entitlement to this leave.

(g) Parental/Adoption Leave: For absence occasioned by the birth or adoption of a son or daughter, if the employee is not using any provision under Pregnancy/Parental Leave. 1 day

(h) Personal Leave Days: An employee will be entitled to, two (2) personal leave days per 12 month period commencing July 1 to June 30. The request should be submitted to the designated Human Resources Officer at least five (5) working days in advance of the leave date. Exceptions to the notice period may be approved by the designated Human Resources Officer.

ARTICLE 17- PREGNANCY/ADOPTION/PARENTAL LEAVE

17.01 The Board will grant pregnancy/adoption/parental leave according to the requirements of the Employment Standards Act, 2000, as amended from time to time by the government.

ARTICLE 18 - SAFETY

18.01 The Board shall abide by the *Occupational Health and Safety Act* and the regulations thereunder. All employees under this Agreement shall abide by the *Occupational Health and Safety Act* and the regulations thereunder.

ARTICLE 19 – WORKPLACE SAFETY AND INSURANCE

19.01 It is agreed that when an employee is injured during the performance of his/her duties and is unable to perform such duties and has applied for Workplace Safety and Insurance Board benefits, the employee may implement the use of his/her sick leave days for the period of his/her absence while awaiting the Workplace Safety and Insurance Board's decision regarding approval and/or entitlement.

19.02 It is understood and agreed that Article 19.01 will apply so long as the employee has sick leave credits available for him/her to access. In the event that the sick leave credits are exhausted, the employee will be removed from payroll and will receive the W.S.I.B. award directly.

19.03 In the event that the Workplace Safety and Insurance Board approves the Bargaining Unit member's entitlement to benefits, his/her sick leave credits used for this purpose will be adjusted in accordance with the W.S.I.B. award.

ARTICLE 20 – MODIFIED WORK

20.01 The Board agrees to consult with the Union in its efforts to establish modified work for an employee covered by this agreement.

ARTICLE 21 – WORKING CONDITIONS

21.01 The following working conditions are subject to the Letter of Understanding (Funding Agreements with M.T.C.U. and C.I.C.) attached hereto, and the specific provisions of these government service contracts.

21.02 (a) The standard work week for full-time employees will be no less than thirty-five (35) hours per week/seven (7) hours per day. Each full-time employee shall be entitled to two (2) fifteen (15) minute paid breaks and up to one (1) hour continuous and uninterrupted lunch period.

(b) The standard work week for part-time employees will be no less than seventeen and one-half (17.5) hours per week.

(c) The standard work year for employees will be twelve (12) months.

21.03 Mileage

A mileage claim will be paid to employees travelling to multiple work locations, only if such travel is a requirement of the job and/or at Board request, in accordance with Board Policy. Mileage reimbursement is not applicable to travel between dual work locations which were arranged at the request or application of the employee.

21.04 Vacation

(a) An employee who has less than three (3) years of service shall accrue 0.83 days vacation with pay for each month worked up to a maximum of ten (10) days paid vacation in a twelve (12) month period.

(b) An employee who has more than three (3) years and less than seven (7) years of service shall accrue 1.25 days vacation with pay for each month worked up to a maximum of fifteen (15) days paid vacation in a twelve (12) month period.

(c) An employee who has seven (7) years or more of service shall accrue 1.66 days vacation with pay for each month worked up to a maximum of twenty (20) days paid vacation in a twelve (12) month period.

(d) Vacation shall accrue on a pro-rated basis for part-time employees.

(e) All vacation request forms must be submitted by the employee for approval to the Board in advance of the commencement of the vacation period requested. Provided staffing requirements are met, the Board will make every reasonable effort to accommodate the employee's request and requests for vacation scheduling shall not be unreasonably denied.

(f) The Board reserves the right to approve or alter vacation schedules if the better operation of the system requires it.

(g) Vacation entitlement shall be calculated on the employee's anniversary date.

All vacation entitlement must be taken within a 12 month period from July 1 to June 30.

21.05 Holidays

(a) Subject to the condition that the employee must be at work on the regularly scheduled work day prior to and the regularly scheduled work day following the holiday, the Board recognizes the following as paid holidays. An employee who is absent on paid sick leave, paid vacation and/or an approved paid leave will be deemed to have worked the regularly scheduled working day previous to or following a holiday.

- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- The period between Christmas Eve Day and New Year's Day inclusive.

(b) An employee shall be paid for the above holidays at his/her regular rate of pay.

21.06 Sick Leave Credits

(a) Employees shall accrue 0.67 sick credit days per month to a maximum of 8 days per 12 month period commencing July 1 to June 30. Sick leave credits may be accumulated up to a maximum of 25 days

(b) Sick leave credits will be pro-rated for part-time employees.

ARTICLE 22 – STRIKES AND LOCKOUTS

22.01 The Board agrees that there shall be no lockout of employees and O.S.S.T.F. agrees that there shall be no strike of employees during the term of this Collective Agreement. Lockouts and strikes shall be as defined in the *Ontario Labour Relations Act*.

22.02 Any dispute between this Board and any other employee group shall not be considered as a violation of this Collective Agreement and this Collective Agreement shall be deemed to be in operation during such a dispute.

ARTICLE 23 - BENEFITS

The following benefits will be provided in accordance to the Master Health and Dental Insurance Policy.

23.01 Health Insurance Plan

(a) Semi Private Hospital:

The Board will pay the full premium cost for employees and their eligible dependents for semi-private hospital care charges over and above O.H.I.P. and/or Workplace Safety and Insurance Plan.

(b) Extended Health Care:

The Board will pay the full premium cost for an Extended Health Care Plan for employees and their eligible dependants which provides coverage over and above O.H.I.P.

(c) Prescription Drug:

The Board will pay 90% for a generic prescription plan for employees and their eligible dependents. The drug plan shall exclude over-the-counter drugs. The maximum amount allowable for a prescription drug dispensing fee is \$6.50 per prescription.

(d) Vision Plan:

The Board will pay the premium cost for employees and their eligible dependents for a vision care plan. The plan will pay a maximum of **\$300** towards the purchase of new or replacement eyeglasses or contact lenses. The full benefit is available every 24 consecutive months to commence from the date of the most recent purchase made under the vision care plan.

23.02 Travel Plan:

The Board will pay the premium cost for an enhanced out-of-province emergency travel coverage over and above O.H.I.P. when traveling outside the province of residence for other than health reasons. Coverage is limited to 60 consecutive days per trip.

23.03 Dental Plan:

(a) The Board will pay 100% of the premium cost for employees and their eligible dependents for coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners for the following dental services: exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anesthesia, periodontic services, drugs prescribed by dentist, endodontics (root canals), preventative orthodontics (space maintainers).

(b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facing on pontics or crowns posterior to the second bicuspid) at 50% co-insurance. The employees will pay 100% of the premium cost of denture services and prosthetics.

(c) The Board's dental plan shall provide for a nine (9) month recall visit.

NOTE: The annual limit for (a), (b) and (c) above will be \$1,800.

(d) The Board will pay 100% of the premium cost for orthodontics, for dependent children under the age 19 only (50% co-insurance to a lifetime maximum of \$1,800 per eligible dependent child.

23.04 Group Life Insurance

(a) The Board will pay the full premium cost of a group life insurance plan which provides **2x salary (minimum \$95,000)** straight term coverage for all eligible **permanent** employees.

- (b) Upon age 65, coverage is reduced to \$10,000 until age 70 at which time coverage will cease.
 - (c) Optional group life insurance will be offered to eligible employees at their expense. The maximum optional group life insurance will be \$100,000 in \$25,000 increments and will be subject to the minimum requirements of the insurance carrier. Coverage will terminate at the end of the month of retirement or age 65, whichever is earlier.
 - (d) In the event of an employee being totally disabled according to the terms of the Master Group Life Insurance Policy, and remains so disabled for at least six (6) consecutive months, and prior to age 65, or normal retirement if earlier, payment of the premiums for the amount of the insurance in effect at the date of disability from the first of the month following the date of disability shall be waived by the Insurer during the continuance of the disability.
 - (e) Optional dependent life insurance will be offered to the employees at their expense. The maximum optional dependent life insurance will be \$20,000 for a spouse and \$5,000 for each dependent child and will be subject to the minimum requirements of the insurance carrier.
- 23.05 The spouse of a deceased employee may retain membership in the group benefit plans to which the employee belonged at the time of death. The spouse may retain such membership until such time as he/she attains the age of 65 years and shall pay the full premium cost to maintain such participation under the group contracts.
- 23.06 If an employee is laid off under Article 15, all benefits will be covered by the Board to the end of the month **in** which the lay off occurs.
- 23.07 The Board agrees that should insurance carriers be changed, the benefit coverage shall not be less than that provided under this collective agreement.
- 23.08 All **full time** employees are eligible to enroll in the Board Benefit Plan as set out in Article 23. The Board share of the premium cost of all employee benefits **for employees employed on other than a full time basis, as defined in Article 21, will be** prorated in the same ratio as their weekly hours bear to thirty-five (35) hours per week.
- 23.09 Employees working less than half time (17.5 hours Monday to Friday) will not be eligible for Health, Dental and Group Life coverage.
- 23.10 Where eligible dependents are indicated in the coverage, they are defined to include children that are less than twenty-one (21) years or; if twenty-one (21) years of age but less than twenty-five (25) years of age, they must be attending an accredited education institution, college or university on a full-time basis.
- 23.11 While an employee is receiving benefits under the Board's Cumulative Sick Leave Plan, or while on approved W.S.I.B., the Board will continue to pay premiums for the above benefits to the end of the month following the month in which benefits under the Board's Cumulative Sick Leave Plan cease. Thereafter, the employee shall pay the full premiums through the Board.

ARTICLE 24 – TERM OF AGREEMENT

- 24.01 This Collective Agreement shall be in effect from **September 1, 2012** and shall continue in full force up to and including August 31, 2014 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification of this Collective Agreement, in accordance with the *Ontario Labour Relations Act*.
- 24.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 23.01 above, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Collective Agreement in accordance with the *Ontario Labour Relations Act*.
- 24.03 Nothing herein prevents the revision or amendment of any provision of this Collective Agreement by mutual consent in writing of the parties hereto during the term of this Collective Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified by the Trustees of the Board on behalf of the Board and the membership of the Bargaining Unit.

Dated at Windsor, Ontario this ____ day of October, 2013.


**On behalf of the
GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD**

**On behalf of the
THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION, DISTRICT 9
LINC and Employment Services Employees**



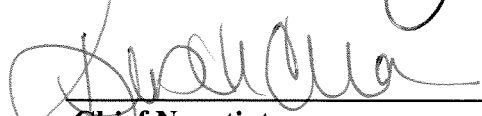
Chairperson of the Board

O.S.S.T.F.-L.E.S.E. President




Superintendent of Human Resources

Chief Negotiator



Chief Negotiator
Coordinator of Human Resources

Negotiator



Principal

Negotiator

**LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
L.E.S.E. – O.S.S.T.F., District 9**

TRAINING, MENTORING AND FEEDBACK

The parties acknowledge that proper training of L.E.S.E. employees is important.

The Board commits to the development of training procedures for all L.E.S.E. employees and shall address, at a minimum, timelines for training, content for training, and personnel to deliver training.

The Board further agrees to meet with the Joint Relations Management Committee for input and feedback no later than February, 2009.

Members of the Bargaining Unit are able to provide training and feedback to other Bargaining Unit members. The training feedback provided by other Bargaining Unit members may not be used for the purposes of evaluation and or discipline of employees.

Dated at Windsor, Ontario, this 31st day of October, 2008.

FOR THE BOARD:

Angela Adams

Gene Oler

Natalie Keil

Phil K.

FOR THE UNION:

Nganner

Prof Carter

John

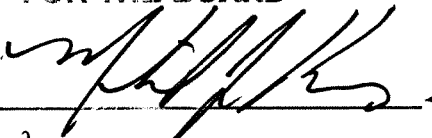
LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
L.E.S.E. – O.S.S.T.F., District 9

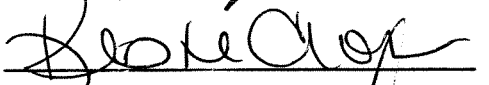
PROFESSIONAL DEVELOPMENT ENHANCEMENT


1. The parties agree that the Bargaining Unit's Share of the Professional Development Enhancement funding as outlined in Appendix 4 attached to Ministry of Education memo 2008: B10 is \$4,150.00.
2. The amount of \$4,150.00 shall be provided by the Board to the Bargaining Unit no later than December 31, 2008.

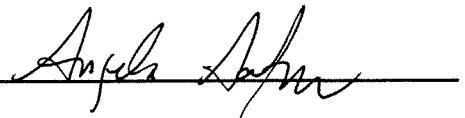
Dated at Windsor, Ontario, this 20th day of November 2008.

FOR THE BOARD







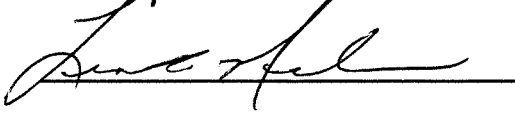




FOR THE UNION







LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
L.E.S.E. – O.S.S.T.F., District 9


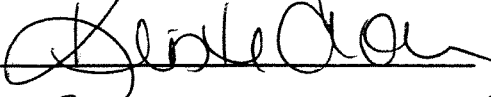
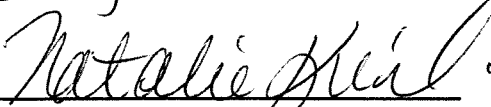
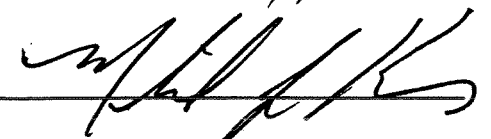
EMPLOYEE HEALTH COMMITTEE

The Board commits to the development of an Employee Health Committee which will have representation of all bargaining units including L.E.S.E. The purpose of the Committee is for stakeholders to provide input on the development of procedures to support employees in the returning to work and workplace accommodations that are necessary for both occupational and non-occupational injuries/illness.



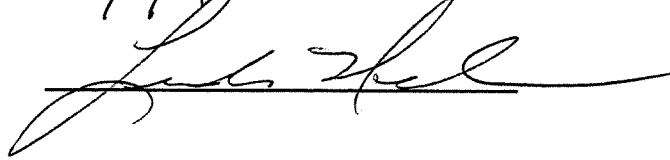

The Committee's first meeting will take place before January 1, 2009. Every effort will be made for the development of system wide guidelines by September 1, 2009.

Dated at Windsor, Ontario, this ____ day of November 2008.

FOR THE BOARD

FOR THE UNION

LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
L.E.S.E. – O.S.S.T.F., District 9

The parties to this Collective Agreement hereby acknowledge and agree that the following Letter of Understanding will be deemed to form part of the Collective Agreement.

Funding Agreements with M.T.C.U. and C.I.C.

1. The parties acknowledge that the Board operates as a service provider for **Ministry of Training Colleges and Universities (M.T.C.U.)** and **Citizenship and Immigration Canada (C.I.C.)** offering the various Employment Assistance and Language Assessment Services Programmes through the services of the Bargaining Unit employees herein.
2. The parties acknowledge further that the programmes offered are funded primarily through **M.T.C.U.** and **C.I.C.**, including all staffing costs, and as such, the continued employment of these Bargaining Unit employees is dependant solely upon the level of government funding which the Board actually receives from **M.T.C.U.** and **C.I.C.**
3. The parties also recognize that there is a Request for Proposal Process and/or the renegotiation proposal process, whereby **M.T.C.U.** and **C.I.C.** require that the Board submit its applications for funding, and to bid for the service contract programmes which it currently offers on behalf of **M.T.C.U.** and **C.I.C.** In that process, the Board will use its best efforts to negotiate the best possible rates of pay for all Bargaining Unit employees herein. The Board commits to pursuing the maximum compensation possible for employees under each new/renewed funding agreement with **M.T.C.U.** and/or **C.I.C.**
4. This is to confirm, however, for the new contract term that includes the period commencing September 1, 2008 through to and including September 1, 2012, and as a direct result of the terms and provisions concluded by the Ministry of Education outlined in the Provincial Discussion Table (PDT) Agreement (attached hereto as Appendix "A") between Ontario Secondary School Teachers' Federation Representing Education Support Workers and the Boards listed therein, the wage rates outlined in paragraph 2 of the PDT (i.e. a three (3%) percent increase for wage rates on September 1, 2008; September 1, 2009; September 1, 2010; September 1, 2011) will apply to the employees employed within the **L.E.S.E.-O.S.S.T.F., District 9 Bargaining Unit** described in this Collective Agreement. Additionally, these Bargaining Unit employees will also be entitled to access **O.S.S.T.F.'s** share of the one time Professional Development and Training Enhancement in 2008-2009 and the enhanced benefits commencing in 2010-2011, pursuant to paragraph 10 of the PDT.

5. The Board shall review approved applications for funding with the Bargaining Unit President or his/her designate. In the event that the M.T.C.U. and/or C.I.C. increases, reduces or terminates funding to the Board, the Board will call a Joint Relations Committee meeting to discuss possible impacts on the staffing complement, pay rates, and/or number of positions in the Bargaining Unit.
6. The parties recognize and acknowledge that the name of the current government funders [ie. M.T.C.U and Citizenship and Immigration Canada (C.I.C.)] may be subject to change during the duration of this Collective Agreement. Notwithstanding any such name change, any and all references made to these funders throughout the Collective Agreement will continue to apply without impact or consequence.

Dated at Windsor, Ontario, this 20th day of November, 2008.

FOR THE BOARD:

FOR THE UNION:

Angela Arp

Genevieve

Natalie Heil

Phil K.

W. Wanner

Scott

John

**LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
L.E.S.E. – O.S.S.T.F., District 9**

LETTER OF UNDERSTANDING LAID OFF EMPLOYEES

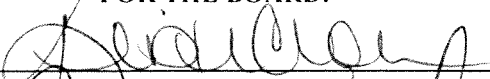
The parties to this Collective Agreement hereby acknowledge and agree that the following Letter of Understanding will be deemed to form part of the Collective Agreement.

LESE employees who have been laid off shall be permitted to apply to internal postings for which they are qualified once the collective agreements obligations of the posted position's collective agreement have been satisfied. The qualified laid off LESE applicants (must identify on application) shall receive first consideration prior to external candidates being considered. This shall be in effect as long as the laid-off employee has recall rights in the collective agreement.

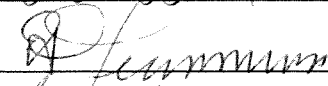
Dated at Essex, Ontario, this 18th day of June, 2013.

FOR THE BOARD:

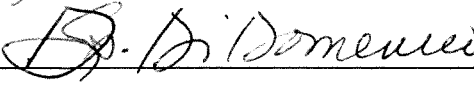
FOR THE UNION:

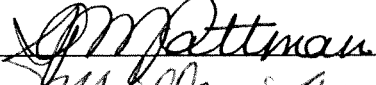



Natalie Keil

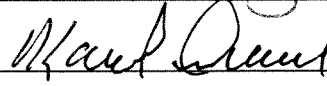


Sandra Blas









LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
L.E.S.E. – O.S.S.T.F., District 9


LETTER OF UNDERSTANDING EXIT PAYMENT

The parties to this Collective Agreement hereby acknowledge and agree that the following Letter of Understanding will be deemed to form part of the Collective Agreement.

The Board agrees to pay a voluntary employee exit payment of no more than \$30,000 in total to members who leave the employ of the Board by August 31, 2013. This opportunity will only be available to those hired in 2003 or earlier. The method of allocating the monies to those that elect to leave shall be determined prior to ratification of the Collective Agreement commencing September 2012. The process for determining the amount payable to employees shall be inline with previous discussions between the Board and the Union (ie. Pro-rated for years of service).

Dated at Essex, Ontario, this 18th day of June, 2013.

FOR THE BOARD:



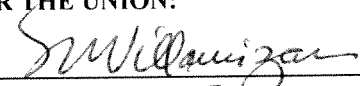
Natalie Keir


Sandra Blais

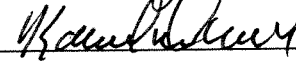
A. Fummius

D. Di Domenico

FOR THE UNION:







**Appended items from the Memorandum of Understanding
between
The Government of Ontario
and
Ontario Secondary School Teachers' Federation**

Job Security – OSSTF/FEESO Support Staff

1. The existing FTE complement as of March 5, 2013 in all OSSTF/FEESO support staff job classes will be maintained until August 31, 2014. For clarity, a job class is defined as per existing collective agreements or the past practice of the parties in implementing surplus provisions.
2. Staffing provisions contained in the 2008-12 collective agreements with regard to surplus and bumping will continue.
3. Notwithstanding the above, layoff of permanent employees, after the date of signing of this agreement, can occur, only in the following circumstances:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment; or
 - c. Funding reductions directly related to services provided by bargaining unit members.
4. Where complement reductions are required pursuant to the 3 (b) or (c) above, they shall be achieved as follows:
 - a. In the case of declining enrolment, staffing reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, staffing reductions shall not exceed the amount of such funding reductions.
5. Reductions as may be required in 3 (b) and (c) above shall only be achieved through lay-off after consultation with OSSTF/FEESO on alternative measures, which may include:
 - a. Priority for available temporary, casual and/or occasional assignments;
 - b. The establishment of a permanent supply pool where feasible;
 - c. The development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
7. This letter of understanding expires on August 31, 2014
8. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.

Maternity Benefits

Effective May 1, 2013, an employee who was previously entitled to maternity benefits under the 2008-2012 collective agreement will continue to be entitled to these benefits. In addition, the benefits are also available to:

- Employees hired in a term position or filling a long-term assignment, with the length of the benefit limited by the term of the assignment
- Any other full-time employee (for this purpose defined as greater than 24 hours per week)

Employees on daily casual assignments are not entitled to maternity benefits.

Eligible employees on pregnancy leave shall receive a 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of not less than eight (8) weeks immediately following the birth of her child, subject to provisions in the 2008-2012 collective agreement, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

Employees not eligible for a SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (ie: summer, March Break, etc), the remainder of the eight (8) weeks of top up shall be payable after that period of time.

Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

For clarity the aforementioned eight (8) weeks of 100% salary is the minimum for all eligible employees, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.

Notwithstanding the above, where a bargaining unit so elects, the SEB or salary replacement plan noted above will be altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits contained in the 2008-2012 collective agreement. For example, a 2008-2012 Collective Agreement that includes 17 weeks at 90% pay would result in 6 weeks at 100% pay and an additional 11 weeks at 90%.

Voluntary Unpaid Leave of Absence Program For all Bargaining Units

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all OSSTF/FEESO bargaining units effective May 1, 2013

2. Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
3. Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available casual staff to cover for absent employees, and subject to reasonable system and school requirements.
4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year provided the requests are made in writing by May 31, 2013.
5. It is understood that teachers taking a voluntary unpaid leave day shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to preparation of report cards and exams.
6. Requests for voluntary unpaid leave of absence days will not normally include the first week following the start of each semester (other than an August PD day), the week prior to the start of exams, and the exam period.
7. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of the Ontario Teachers' Pension Plan and OMERS.
8. The Board will report unpaid VLAP days to each OSSTF/FEESO Bargaining Unit based on the names of applicants and the total approvals on a monthly basis.
9. All net savings achieved by the Board as a result of VLAP days being utilized shall be applied to Offsetting Measures below.

Unpaid Days and Offsetting Measures for Teacher Bargaining Units

All permanent regular day school members of a teacher bargaining unit will be required to take one (1) mandatory unpaid day on Friday December 20, 2013.

The following cost savings measures will be implemented:

1. Voluntary Unpaid Leave of Absence Program
2. Efficiencies in the delivery of professional development for the Oct 11, 2013 PD day will be used to provide funding for offsetting measures equivalent to 16% of the cost of an unpaid day. Further, this PD day will be a day reserved for the delivery of Ministry priorities.

3. An Early Retirement Incentive Plan (ERIP) will be introduced in the event that the savings in #1 and #2 are not projected to provide sufficient cost recovery for one unpaid day across the Bargaining Unit.

If the necessary savings are achieved in #1 and #2 the Board may choose to implement the ERIP program at its discretion.

The ERIP shall be in the form of a \$5000 payment to any teacher who retires between the end of November 2013 and the last day of Semester 1.

The Board shall give notice of the implementation of the ERIP no later than November 30, 2013.

Any requirements for notification periods for retirement or specific retirement dates shall be waived in the 2013-2014 school year. A minimum two week retirement notice period shall be provided to boards in the open period from November 30, 2013 to the last day of Semester 1 in the 2013-2014 school year.

4. Any other cost savings measures agreed to by Bargaining Unit and the Board.

The offsetting measures noted above shall only apply for the 2012/2013 and 2013/2014 school years.

All permanent regular day school members of a teacher bargaining unit will be required to take a further unpaid day on Friday March 7, 2014 if the above measures do not achieve sufficient savings at least equal to the value of one day's pay across the Bargaining Unit.

In the event that cost-savings measures achieve savings in excess of those required to offset unpaid days, such savings shall be retained by the Board.

Any member of OSSTF/FEESO who is not a regular permanent day school teacher shall not be required to take unpaid days.

Reconciliation For Teacher Bargaining Units

A reconciliation committee will be created with equal representation from the Board and the Bargaining Unit.

The committee will meet monthly starting in June 2013 to track targeted savings and expenditures. The cost of the ERIP shall be deducted from savings. All relevant information required to monitor and administer the reconciliation shall be fully shared between the parties.

In the event that by November 30, 2013, savings are not on target to meet the financial goal equivalent to at least one (1) unpaid day, the ERIP program will be implemented. In the event of a dispute between the Board and Bargaining Unit about the financial necessity for an ERIP, the Board may choose not to offer the ERIP program. However, in the event that the financial savings for the cost recovery for the unpaid day are not subsequently achieved, the permanent teachers shall not be required to take an unpaid day on March 7, 2014.

Attendance Recognition

A Shared Savings Initiative (SSI) shall be established in every bargaining unit. The SSI shall operate as follows:

Individual member sick leave usage for the 2013-2014 school year shall be as per the definition for sick leave in the 2008-2012 collective agreement and shall be determined as of June 30, 2014.

If a permanent regular day school teacher bargaining unit member's usage is below six (6) full days of his/her days' absence then the member shall receive a payment equivalent to his/her daily rate. Annual compensation is not to exceed what would have been paid in the absence of unpaid days.

For OSSTF/FEESO members, other than permanent regular day school teachers, the payment shall be equal to a member's regular daily rate of pay and shall be contingent upon the member having taken a VLAP day during the term of this collective agreement.

The payment shall be made at the earliest opportunity following June 30, 2014.

Sick Leave/Short Term Sick Leave and Disability Plan

Sick Leave Days

1. An employee who was previously entitled to sick leave under the 2008-2012 collective agreement will be entitled to this sick leave plan. In addition the sick leave is also available to:
 - Employees hired in a term position or filling a long-term assignment, with the length of the sick leave limited by the term of the assignment.
 - Any other full-time employee (for this purpose defined as greater than 24 hours per week)
2. Each school year, an employee shall be paid 100 % of regular salary for up to eleven (11) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. Part-time employees shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to eleven (11) days of absence due to illness. Such days shall be granted on September 1 each year, or on the employee's first work day of the school year, provided the employee is actively at work and shall not accumulate from year-to-year.
3. Where an employee is absent due to sickness or injury on his or her first work day in a fiscal year, a sick leave credit may only be used in respect of that day in accordance with the following:
 - a) If, on the last work day in the previous fiscal year, the employee used a sick leave credit due to the same sickness or injury that requires the employee to be absent on the first work day in the current fiscal year,
 - i. the employee may not use a sick leave credit provided for the current fiscal year in respect of the first work day, and
 - ii. the employee may use any unused sick leave credits provided for the immediately preceding fiscal year in respect of the first work day.
 - b) If 3 a) does not apply, the employee may use a sick leave credit provided for the current fiscal year in respect of the first work day if, for the purpose of providing proof of the sickness or injury, the employee submits,
 - i. the information specified for that purpose in the employee's employment contract or collective agreement, or
 - ii. if such information is not specified in the employment contract or collective agreement, the information specified for that purpose under a policy of the board, as it existed on August 31, 2012.

- c) If an employee is absent due to sickness or injury on his or her first work day in a fiscal year, section 3a) and b) also applies in respect of any work day immediately following the employee's first work day until the employee returns to work in accordance with the terms of employment.
 - d) For greater certainty, the references in section 3a), b) and c) to a sickness or injury include a sickness or injury of a person other than the employee if, pursuant to the definition of illness in section 2, the employee is entitled to use a sick leave credit in respect of a day on which the other person is sick or injured.
 - e) A partial sick leave credit or short term sick leave credit will be deducted for an absence due to illness for a partial day.
 - i. However, WSIB and LTD providers are first payors. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.
4. Any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that currently have less than five (5) days shall remain at that number. Local collective agreements that have more than five (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.
5. For the purposes of section 2, if an employee of a board is only employed to work for part of a year, the employee's eligibility for sick leave credits shall be reduced in accordance with the policy of the board, as it existed on August 31, 2012. If hired after the beginning of the fiscal year, a full-time employee is entitled to the full allocation of sick leave credits as per sections 2 and 8.
6. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Attendance Support Program. For clarity, current practices with respect to the payment for medical notes will continue.
7. The Parties agree to continue to cooperate in the implementation and administration of early intervention and return to work processes.

Short Term Sick Leave

8. Each school year, an employee absent beyond the eleven (11) sick leave days paid at 100% of salary, as noted in section 2 above, shall be entitled up to an

additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 90 per cent of the employee's regular salary if the employee is absent due to personal illness including medical appointments and as per the board adjudication processes in place as of August 31, 2012.

9. Short-Term Sick Leave days under the Short-Term Leave and Disability (STLDP) shall be treated as traditional sick leave days for personal illness including medical appointments.
10. The Board's Disability Management Teams shall determine eligibility for the Short-Term Leave and Disability Plan (STLDP) subject to the terms and conditions of the 2008-2012 collective agreement and/or board policies, procedures and practices in place during the 2011-2012 school year.

Short-Term Leave and Disability Plan Top-up (STLDPT)

11. For employee absences that extend beyond the eleven (11) sick leave days, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan.

This top up is calculated as follows:

Eleven (11) days less the number of sick days used in the prior year.

12. In 2012-13, the transition year, each employee shall begin the year with two (2) days in the top-up bank.
13. In addition to the top-up bank, compassionate leave top-up may be considered at the discretion of the board. The compassionate leave top-up will not exceed two (2) days and is dependent on having two (2) unused leave days in the current year. These days can be used to top-up salary under the STLDP.
14. When employees use any part of a short term sick leave day they may access their top-up bank to top up their salary to 100%.

Long Term Assignments

15. A member of OSSTF/FEESO employed by a board to fill a long-term assignment position that is a full year for that employee's job class shall be eligible for the

following sick leave credits during a board's fiscal year, allocated at the commencement of the long-term assignment:

1. Eleven (11) days of Sick Leave paid at 100% of regular salary.
 2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.
16. A member of OSSTF/FEESO who is employed by a board to fill a long-term assignment position that is less than a full year for that employee's job class shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 15, reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.
17. A long term assignment shall be as defined in the 2008-2012 collective agreement. Where no such definition exists, a long term assignment will be defined as twelve (12) days of continuous employment in one assignment.

LTD Plans for Support Staff

18. If the Long Term Disability Plan contained in the 2008-2012 collective agreement requires a waiting period of more than 130 days, the 120 day short term sick leave period referenced above shall be extended to the minimum waiting period required by the plan.

Long Term Disability

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A) Enrolment/Eligibility Administration

- i) Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP ;
- ii) enroll all eligible teachers into the LTD program;
- iii) Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- iv) keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- v) support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vi) where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP

B) Premium Administration

- i) Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- ii) submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- iii) collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence
- iv) support the information and process requirements in the agreed-upon payroll feed (as per A vi) ;
- v) all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program

- vi) process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.)

C) LTD Claims Administration

- i) Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process
- ii) Support the mandatory early intervention process by providing contact information where required
- iii) utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process
- iv) provide teachers with the appropriate claims applications in the event of disability
- v) support, complete and submit the employer statement in the LTD claim process
- vi) support return to work programs for teachers returning from disability (including job description, scheduling and salary information)

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D) OSSTF and OTIP are required to:

- i) Provide LTD insurance to eligible OSSTF teachers
- ii) provide the group policy/plan document to Employers and teachers;
- iii) provide claims kits to Employers that provide supporting information about the administrative procedures
- iv) communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis
- v) provide access to teachers on the LTD coverage information
- vi) develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vii) provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- viii) participate along with the Board and OTIP in return to work programs.

Non-Vested Retirement Gratuity For Employees

The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These employees shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\begin{array}{ccccccc} \underline{X} & & \times & & \underline{Y} & & \times & & \underline{Z} & & = & \text{Gratuity Wind-Up Payment} \\ 30 & & & & 200 & & & & 4 & & & \end{array}$$

X = years of service (as of August 31, 2012)

Y = accumulated sick days (as of August 31, 2012)

Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each employee by the end of the school year.

The pay-out for those who have vested Retirement Gratuities shall be as per ONT. REG. 2/13 and 12/13 made under the PUTTING STUDENTS FIRST ACT, 2012 and ONT. REG. 1/13 and 11/13 made under the EDUCATION ACT.

Specialized Job Classes

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

