

# COLLECTIVE AGREEMENT

between

The Greater Essex County District School Board  
(hereinafter called the "Board")

and

Educational Support Staff, O.S.S.T.F. District 9  
(hereinafter called "E. S. S.")

Effective: August 31, 2014 – **August 31, 2017**

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## **PART A-CENTRAL AGREEMENT**

### **C1.0 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)**

#### **C1.1 Separate Central and Local terms**

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

#### **C1.2 Implementation**

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

#### **C1.3 Parties**

a) The parties to the collective agreement are the school board and the bargaining agent.

b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

#### **C1.4 Single Collective Agreement**

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

### **C2.0 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)**

#### **C2.1 Term of Agreement**

a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

#### **C2.2 Amendment of Terms**

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

#### **C2.3 Notice to Bargain**

a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *School Boards Collective Bargaining Act*, and *Labour Relations Act*. For greater clarity:

- b) Notice to commence bargaining shall be given by a central party:
- i. within 90 (ninety) days of the expiry of the collective agreement; or
  - ii. within such greater period agreed upon by the parties; or
  - iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

### **C3.0 DEFINITIONS**

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

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

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

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

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

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

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

C3.4 “Casual Employee” means,

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

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

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

#### **C4.0 CENTRAL LABOUR RELATIONS COMMITTEE**

- C4.1 The CTA and OSSTF/FEESO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest. C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.
- C4.5 The committee shall include four (4) representatives from OSSTF/FEESO and four (4) representatives from the CTA. The parties agree that the Crown may attend meetings.
- C4.6 OSSTF/FEESO and CTA representatives will each select one co-chair.
- C4.7 Additional representatives may attend as required by each party.

#### **C5.0 CENTRAL GRIEVANCE PROCESS**

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

##### **C5.01 Definitions**

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

### C5.1 Central Dispute Resolution Committee

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

### C5.2 French language

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



b) Where such a dispute is filed:

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

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

- i) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- ii) A central party shall refer the grievance forthwith to the Committee by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- iii) The Committee shall complete its review within 20 days of the grievance being filed.
- iv) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- v) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation:

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

C5.6 Selection of the Arbitrator:

- i) Arbitration shall be by a single arbitrator.

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

#### **C6.0 EXTENDED MANDATORY ENROLLMENT IN OMERS (for employees not currently enrolled)**

Commencing September 1, 2016 for employees hired on or after this date, all school boards will ensure that mandatory OMERS enrollment is extended to employees that meet the following three (3) criteria:

- fills a continuing full-time position with the employer;
- regularly works the employer's normal full-time work-week, defined as no less than thirty-two (32) hours per week; and
- regularly work at least ten (10) months of the year (including paid vacation).

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

#### **C7.0 SPECIALIZED JOB CLASSES**

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

#### **C8.0 WORK YEAR**

C8.1 The fulltime work year for all employees' employed in EA and ECE job classes shall be a minimum of 194 work days to correspond with the school year calendar.

#### **C9.0 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT**

- a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the employee's normal retirement date.
- b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016.
- d) If an Employee is 61 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

## **C10.0 BENEFITS**

Parties have agreed to participate in a Provincial Benefit Trust, set out in the appended Letter of Agreement #2, subject to the due diligence process contained therein. The date on which a Board commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

### **C10.1 Funding**

- a) The funding per full-time equivalent employee will be calculated as per the appended Letter of Agreement.

### **C10.2 Cost Sharing**

- a) With respect to the funding in C10 should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

### **C10.3 Payment in Lieu of Benefits**

- a. All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

**C10.4** Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

## **C11.0 STATUTORY LEAVES OF ABSENCE/SEB**

### **C11.1 Family Medical Leave or Critically Ill Child Care Leave**

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

### **Supplemental Employment Benefits (SEB)**

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

## **C12.0 SICK LEAVE**

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

#### **a) Sick Leave Benefit Plan**

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

The allocations outlined in C12 above, will be provided on the first day of each school year, subject to the restrictions outlined in C12 i-vi below.

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C12 (b) and (c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.

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

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

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

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

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

- i. Employees in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of their working days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. An employee who works more than one term assignment in the same school year may carry forward Sick leave and STLDP from one term assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Employee to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required,

such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

#### h) Pension Contributions While on Short Term Disability

##### Contributions for OMERS Plan Members:

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

##### Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

### **C13.0 MINISTRY INITIATIVES**

OSSTF/FEESO education workers will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

## **APPENDIX A – RETIREMENT GRATUITIES**

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

1. An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
2. If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
  - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
  - (b) the Employee's salary as of August 31, 2012.
3. If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out in accordance with subsection (2).
4. For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
5. For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have ten (10) years of service with the board:
  - i. Near North District School Board
  - ii. Avon Maitland District School Board
  - iii. Hamilton-Wentworth District School Board
  - iv. Huron Perth Catholic District School Board
  - v. Peterborough Victoria Northumberland and Clarington Catholic District School Board
  - vi. Hamilton-Wentworth Catholic District School Board
  - vii. Waterloo Catholic District School Board
  - viii. Limestone District School Board
  - ix. Conseil scolaire de district catholique Centre-Sud
  - x. Conseil scolaire Viamonde

### **B. Other Retirement Gratuities**

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





## MEDICAL CERTIFICATE

**CONFIDENTIAL**

<b>Employee Group</b>	<b>Requested by:</b>
WSIB Claim <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

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

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

<b>Employee Name:</b> (Please print)		<b>Employee Signature:</b>	
<b>Employee ID:</b>		<b>Telephone No:</b>	
<b>Employee Address:</b>		<b>Work Location:</b>	
<b>1. Health Care Professional: The following information should be completed by the Health Care Professional</b>			
Please check one:			
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. <b>Complete section 2 (A &amp; B) &amp; 3</b>			
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. <b>Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.</b>			
First Day of Absence: _____		General Nature of Illness (please do not include diagnosis): _____	
Date of Assessment: dd mm yyyy			
<b>2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.</b>			
<b>PHYSICAL (if applicable)</b>			
<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	<b>Use of hand(s):</b> <b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): <b>Right Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):	
<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	<b>Travel to Work:</b> Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No



## MEDICAL CERTIFICATE

**CONFIDENTIAL**

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

<b>Completing Health Care Professional Name:</b> <b>(Please Print)</b>  <b>Date:</b>  <b>Telephone Number:</b>  <b>Fax Number:</b>  <b>Signature:</b>
--

It is the policy of the Greater Essex County District School Board to collect, use, retain and disclose personal information in the course of meeting its statutory duties and responsibilities. The Greater Essex County District School Board is committed to the protection of privacy and complies with all applicable provisions in the Education Act, the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), the Personal Health Information Protection Act (PHIPA), and any other applicable legislation.

PLEASE RETURN THE COMPLETED FORM TO OUR CONFIDENTIAL FAX NUMBER at FAX #: (519)-255-3207

## **LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

Such issues include but are not limited to:

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

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

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification. This Letter of Agreement shall expire August 30, 2017.

**LETTER OF AGREEMENT #2**  
**BETWEEN**  
**The Council of Trustees' Associations/**  
**Le Conseil des associations d'employeurs (hereinafter called 'CTA/CAE')**  
**AND**  
**The Ontario Secondary School Teachers' Federation/**  
**Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario (**  
**hereinafter called the 'OSSTF/FEESO')**  
**AND**  
**The Crown/Couronne**

**RE: Benefits**

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement (LOA), all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The OSSTF-EW shall request inclusion into the OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust") within fifteen (15) days of central ratification. Should OSSTF-EW fail to reach agreement, consistent with the parameters contained herein, by January 15, 2016, the parties to this LOA will meet to consider other options.

The parties to this LOA agree to comply with the Trust's requirements. The provisions of the agreement between OSSTF-EW and OSSTF shall be reflected in the OSSTF trust participation agreement. The provisions contained herein shall be applicable to OSSTF-EW within the Trust. The Participation Date for OSSTF-EW shall be no earlier than September 1, 2016 and no later than August 31, 2017 and may vary by Board.

**1.0.0 GOVERNANCE**

1.1.0 OSSTF-EW shall be a separate division within the Trust and accounted for separately.

1.2.0 The parties confirm their intention to do the following:

- a) Provide education workers access to the same plan as that of the teacher's plan.
- b) Take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period.

**2.0.0 ELIGIBILITY and COVERAGE**

2.1.0 The following OSSTF-EW represented employees are eligible to receive benefits through the Trust:

2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.

2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.

2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

2.1.4 No individuals who retire after the Board Participation Date are eligible.

2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

2.3.0 Each Board shall provide to the Trustees of the OSSTF ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

### **3.0.0 FUNDING**

#### **3.1.0 Start-Up Costs**

3.1.1 The Government of Ontario will provide:

a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.

b. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$1.25 million), to cover start-up costs and/or reserves.

3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

3.1.3 The Crown shall pay \$600,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$600,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OSSTF-EW subject to the province’s transfer payment and accountability requirements.

#### **3.2.0 On-Going Funding**

3.2.1 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Board’s surplus will be retained by the Board.

3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.

- 3.2.3 All Board reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.4 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board’s annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers’ and employees’ premium share.
- 3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
  - a) If available, the paid premiums or contributions or claims costs of each group; or
  - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties’ understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
  - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees’ Participation Date in the Trust.
  - b. By August 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
    - i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement,

and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs and casual employee costs.

The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with this clause.

- ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.

- c. All amounts determined in this Article 3 shall be subject to a due diligence review by the OSSTF-EW. The school boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF-EW. If any amount cannot be agreed between the OSSTF-EW and a school board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends).

Prior to May 1, 2016, if either OSSTF-EW or the CTA/Crown concludes, in good faith following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits then either OSSTF-EW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions to all agreements, as they were before the adoption of this LOA, shall remain in full force and effect.

- iii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.9 (b), OSSTF-EW or the CTA/Crown can deem this LOA to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.

- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust \$5,075 per FTE.
- e. The actual cost of the benefit plan shall be determined based on a cost per FTE reconciliation process that will be completed 18 months after the last board's Participation Date. Based on this reconciliation process, if the actual cost in the

aggregate is less than \$5,075, the funding per FTE amount will be adjusted to reflect the lesser of the two amounts.

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



- o. The Boards shall deduct premiums as and when required by the Trustees of the OSSTF ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the OSSTF ELHT with supporting documentation as required by the Trustees.
- p. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- q. The Trust shall determine employee co-pay, if any.

#### **4.0.0 TRANSITION COMMITTEE**

4.1.0 Subject to the approval of OSSTF, OSSTF-EW may have representation on the OSSTF transition committee regarding all matters that may arise in the creation of the OSSTF-EW division.

#### **5.0.0 PAYMENTS**

5.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the OSSTF-EW members must be provided to the Trust in accordance with the Letter of Agreement.

#### **6.0.0 ENROLMENT**

- 6.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.
- 6.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 6.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 6.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 6.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

#### **7.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

- 7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

- 7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

#### **8.0.0 CLAIMS SUPPORT**

- 8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

#### **9.0.0 PRIVACY**

- 9.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

#### **Appendix A – HRIS File**

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

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

**LETTER OF AGREEMENT #3**  
**BETWEEN**  
**The Council of Trustees' Associations/**  
**Le Conseil des associations d'employeurs**  
**(hereinafter called 'CTA/CAE')**

**AND**

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

**AND**

**The Crown/Couronne**

**RE: Regulated Support Staff Compensation Sub-Committee**

Whereas there are varying salaries of OSSTF/FEESO members among Ontario's publicly funded School Boards with various regulated professions, the parties agree:

Within thirty (30) days of ratification of the final local agreement, a working group deemed to be a sub-committee of the Central Labour Relations Committee shall be established, consisting of up to twelve (12) members as follows:

- Up to two (2) selected by and representing the Crown;
- Up to four (4) selected by and representing the CTA/CAE; and,
- Up to six (6) selected by and representing OSSTF/FEESO.

The sub-committee shall meet, on a without prejudice basis, to conduct a study on compensation for certain OSSTF/FEESO Education Support Staff employed by Ontario's publicly funded School Boards. The job classes to be studied are CYWs and those job classes traditionally covered by PSSP Bargaining Units. For clarity, Educational Assistants and skilled trades are not included in this group.

The sub-committee shall complete its mandate and report back to the Central Labour Relations Committee, no later than March 30, 2017.

## **LETTER OF AGREEMENT #4**

### **BETWEEN**

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

### **AND**

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

### **RE: Job Security**

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

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

5. Reductions as may be required in 2 above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
  - a. priority for available temporary, casual and/or occasional assignments;
  - b. the establishment of a permanent supply pool where feasible;
  - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Educational Assistants
  - b. DECEs and ECEs
  - c. Administrative Personnel
  - d. Custodial Personnel
  - e. Cafeteria Personnel
  - f. Information Technology Personnel
  - g. Library Technicians
  - h. Instructors
  - i. Supervision Personnel (including child minders)
  - j. Professional Personnel (including CYWs and DSWs)
  - k. Maintenance/Trades
8. Any and all existing local collective agreement job security provisions remain.
9. This Letter of Agreement expires on August 30, 2017.

**LETTER OF AGREEMENT #5**  
**BETWEEN**  
**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs**  
**(hereinafter called 'CTA/CAE')**

**AND**

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

**AND**

**The Crown/Couronne**

**RE: Early Childhood Educators Work Group**

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of up to twelve (12) members shall be established as follows:

- Up to two (2) selected by and representing the Crown;
- Up to four (4) selected by and representing the CTA/CAE; and,
- Up to six (6) selected by and representing OSSTF/FEESO

The work group shall convene to consider and make recommendations concerning, but not limited to the following:

- Compensation rates and methods
- Hours of work
- Preparation time
- FDK class size and split classes
- Extended day program
- Staffing levels
- Professional collaboration and development

The work group shall make joint recommendations to the parties no later than June 30, 2016.

**LETTER OF AGREEMENT #6**  
**BETWEEN**  
**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs**  
**(hereinafter called 'CTA/CAE')**

**BETWEEN**

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

**AND**

**The Crown/Couronne**

**Re: Provincial Health and Safety Working Group**

The parties agree to participate in the Provincial Health and Safety Working Group. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for OSSTF/FEESO members;
- Caring and Safe Schools as it relates to OSSTF/FEESO members;
- Health and safety considerations in high risk areas of the school; and
- Any other health and safety matters raised by either party.

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015. OSSTF/FEESO will be entitled to equal representation on the Provincial Health and Safety Working group.

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



**LETTER OF AGREEMENT #7  
BETWEEN**

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

**AND**

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

**RE: Scheduled Unpaid Leave Plan**

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced. For employees who work a ten (10) month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
- 2) two (2) Professional Activity days in the 2016-2017 school year; that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016 and 2016-2017 school years. Each employee will be eligible to apply for up to two (2) days leave in each of the 2015-2016 and 2016-2017 school years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS. The following clause is subject to either Teacher Pension Plan amendment or legislation: Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Agreement expires on August 30, 2017.

**LETTER OF AGREEMENT #8**  
**BETWEEN**  
**The Council of Trustees' Associations/**  
**Le Conseil des associations d'employeurs**  
**(hereinafter called 'CTA/CAE')**  
**AND**  
**The Ontario Secondary School Teachers' Federation/**  
**Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario**  
**(hereinafter called the 'OSSTF/FEESO')**

**RE: Status Quo Central Items**

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Allowances
2. Work Week
3. Paid Vacation
4. Statutory Holidays
5. Premiums
6. Staffing Levels
7. Professional Judgment and Reporting
8. ECE Preparation Time

**LETTER OF AGREEMENT #9**  
**BETWEEN**  
**The Council of Trustees' Associations/**  
**Le Conseil des associations d'employeurs**  
**(hereinafter called 'CTA/CAE')**

**AND**

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

**RE: Status Quo Central Items as Modified by this Agreement**

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

**1. Pregnancy Leave Benefits**

**Definitions**

a) "casual employee" means,

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

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

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

**Common Central Provisions**

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

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

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

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay;
- ii. A SEB Plan with existing superior entitlements;
  - ii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, seventeen (17) weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional eleven (11) weeks at 90%.

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

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

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

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

## **3. Short Term Paid Leaves**

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

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 Provisions with regard to short term paid leaves shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

## **4. Retirement Gratuities**

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Local Agreement L27- Retirement Gratuity.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

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

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

The following language applies only to those employees eligible for the gratuity above:”

## **5. Long Term Disability (LTD)**

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

**LETTER OF AGREEMENT #10**  
**BETWEEN**  
**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**

**AND**

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

**RE: Long Term Disability (LTD) Plan Working Group**

The parties acknowledge that increases in premiums for LTD plans are a significant issue.

The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.

A joint central committee of board staff and OSSTF/FEESO members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.



**LETTER OF AGREEMENT #11**  
**BETWEEN**  
**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**  
**AND**  
**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**Re: Additional Professional Activity (PA) Day**

The parties confirm that should there be an additional PA Day beyond the current six (6) PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. OSSTF/FEESO members will be required to attend and perform duties as assigned. Notwithstanding, these days may be designated as Sulp days.

**LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown/Couronne**

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

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

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

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

**LETTER OF AGREEMENT #13**  
**BETWEEN**  
**The Council of Trustees' Associations/  
Le Conseil des associations d'employeurs  
(hereinafter called 'CTA/CAE')**  
**AND**  
**The Ontario Secondary School Teachers' Federation/  
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario  
(hereinafter called the 'OSSTF/FEESO')**

**AND**

**The Crown/Couronne**

**RE: Violence Prevention Training**

OSSTF/FEESO will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.

The Central Labour Relations Committee will consider the following points in developing the training module program including:

- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation; and
- Controlling and defusing aggressive situations.
- Employee reporting obligations

The training program will be made available to boards and OSSTF/FEESO no later than November 30, 2016.

Local boards will consult with local unions regarding the implementation of the training program.

## **APPENDIX II TO OSSTF/FEESO MOS**

Memoranda of Agreement that are expressly outside the collective agreement

### **MEMORANDUM #1**

#### **BETWEEN**

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

#### **AND**

**The Crown/Couronne**

#### **Re: Ministry/School Board Initiatives**

The parties agree that OSSTF/FEESO will participate in informing the development of the Ministry of Education PPM regarding Ministry/School Board initiatives. As appropriate, the development of the PPM will include consideration of concepts that reflect various roles, needs and concerns of education workers.

## **PART B- LOCAL AGREEMENT**

### **L1 - PURPOSE AND SCOPE**

- L1.01 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Greater Essex County District School Board, hereinafter referred to as the “Board”, and the Educational Support Staff represented by the Ontario Secondary School Teachers’ Federation, District 9, hereinafter referred to as the “E.S.S.”.
- L1.02 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.
- L1.03 This agreement covers all employees of the Greater Essex County District School Board employed as Educational Support Staff as identified in L13 including, Temporary Support Staff (T.S.S.) and Temporary Support Staff - Long Term (T.S.S.- L.T.), save and except supervisors and persons at or above the rank of supervisor.
- L1.04 No persons paid or unpaid shall perform work of the bargaining unit except as mutually agreed in writing by the parties.

### **L 2 - MANAGEMENT RIGHTS**

- L2.01 The E.S.S. recognizes that the Board has the right, duty and responsibility to provide and manage educational programs in its schools and operations in the jurisdiction of the Greater Essex County District School Board. The E.S.S. further recognizes the right and duty of the Board to direct, hire, transfer, promote and lay off employees. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purposes of restricting or limiting the rights of its employees as granted and preserved in this Agreement and/or legislation.
- L2.02 The E.S.S. further recognizes the right and duty of the Board to discipline, demote, suspend and discharge employees provided that a claim by an employee that **they have** been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in L11.
- L2.03 The Board agrees to consult with the President of the E.S.S. concerning policy and/or program delivery changes **including school year calendar** that may affect the working conditions of the employees covered by this

agreement. Such consultation process will be initiated thirty (30) working days prior to the implementation of such changes. Timelines may be changed with mutual consent of both parties. This consultation will occur at a **Joint Union Management / Relations meeting.**

### **L3 - UNION RECOGNITION**

- L3.01 The Board recognizes O.S.S.T.F. as the exclusive bargaining agent authorized to represent the E.S.S. as defined in L1 who are employed by the board 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 Agreement.
- L3.02 The Board recognizes the right of O.S.S.T.F. to authorize District 9 and the E.S.S., 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.
- L3.03 The Board recognizes the right of the employee and/or the E.S.S. to have an E.S.S. - O.S.S.T.F. Executive Officer, District 9 Officer, Provincial Officer, and/or legal counsel present during any meetings with Board representatives, including Principals and/or Vice Principals, when addressing potential discipline or discharge.
- L3.04 The E.S.S. 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.
- L3.05 The Board and its representatives, including Principals and/or Vice Principals, further recognizes its obligation to advise an employee of **their** right to Bargaining Unit representation, as outlined in L3.03, 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. **If the employee elects to have the E.S.S. President or designate no discussions between the Board and / or its representatives, and the employee shall take place until the E.S.S. President or designate is present.**
- L3.06 The E.S.S. shall have access to its members for union business at all locations provided that this does not interrupt the program. **As a courtesy, and if possible, the ESS shall notify the Principal / Site Supervisor prior to a location visit.**

- L3.07 No employee shall be required or permitted to make any written or verbal agreement with the Board which may conflict with the terms of this Collective Agreement.**

#### **L4 - UNION MEMBERSHIP, DEDUCTION AND REMITTANCE OF UNION DUES**

- L4.01 All employees shall, as a condition of employment, maintain membership in the E.S.S. Bargaining Unit of the O.S.S.T.F., District 9. Members shall pay the equivalent of dues to the O.S.S.T.F. in accordance with Section 47 of the *Ontario Labour Relations Act*.
- L4.02 The Board shall deduct from every wage payment to employees any fees levied in accordance with the constitution and bylaws of the O.S.S.T.F. These deductions shall be remitted to the Provincial Treasurer of the O.S.S.T.F. not later than the fifteenth (15<sup>th</sup>) day of each month following.
- L4.03 The E.S.S. will provide the Board with a copy of the motion(s) passed at a general meeting of the District and/or the E.S.S. membership authorizing the Board to deduct from the payroll of all employees such amounts as are authorized and the Board will forward such deductions to the Treasurer of the District not later than the fifteenth (15<sup>th</sup>) day of each month following.
- L4.04 The O.S.S.T.F. agrees to indemnify and save harmless the Board from any and all of the consequences of making and paying deductions to the O.S.S.T.F. in accordance with this **Local** Article.
- L4.05 The Board agrees to provide the E.S.S. President with a seniority listing of employees covered by this Agreement complete with address, phone number, occupational classification, salary rate, **grid step**, vacation percentage **years of service** and work location. This list will be provided by **January 31<sup>st</sup>** of each year. At the time of hiring of any employee during the term of this Agreement, the Board shall provide the foregoing information to the E.S.S. President.
- L4.06 (a) The Board shall provide the E.S.S. **Workplace** Representative access to an existing bulletin board in each workplace for the posting of Union business and information for the Union membership.
- (b) The E.S.S. may use the inter-office (courier) mail service, telephone, fax machine and e-mail for the purpose of communicating with its members.
- (c) During an orientation session, conducted by the Board, the E.S.S. will be given an opportunity to address employees on matters that relate to their relationship with OSSTF and the E.S.S. will be notified, by the **Board**, at least two (2) weeks in advance or as soon as the **Board** identifies the

date of said meeting. The E.S.S. will be identified as a presenter on the agenda of this orientation session.

- L4.07 (a) When a Tentative Agreement is reached between the parties and for the purpose of ratification, the Board will supply the E.S.S. President with **two hundred** (200) copies **and an electronic version** of the Tentative Agreement.
- (b) Once the Agreement is ratified by both parties, the Board and the E.S.S. may reprint copies of the Agreement for the membership. If an outside source is used, the cost of printing will be shared between the parties.
- L4.08 The Bargaining Unit may hold membership meetings, excluding strike votes and/or ratification, on Board property without charge, pending availability. Prior approval from the Superintendent of Human Resources or designate is required. That **approval** will not be unreasonably denied.

## **L5 – JOINT UNION MANAGEMENT / RELATIONS**

- L5.01 The Board and the E.S.S. shall establish **Joint Union Management/Relations meetings** 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. Either party wishing to convene a **Joint Union Management/Relations** meeting shall submit to the other party, a prioritized agenda three (3) working days prior to the expected date of such meeting.
- L5.02 The Board agrees to discuss, **consult**, and provide in writing if available to the E.S.S. **President or designate** any newly proposed programs, locations or initiatives whether proposed internally or externally to the Board that are related to the job descriptions of the employees of the E.S.S. or impact the E.S.S. Bargaining Unit. Such consultation shall occur **after** the Board becomes aware of such programs, locations or initiatives but prior to implementation.
- L5.03 **Joint Union Management/Relations** meetings shall be convened monthly at a date and time mutually satisfactory to both parties. Additional meetings may be held with mutual consent.
- L5.04 Both parties will assume the responsibility of recording their own meeting minutes.
- L5.05 Union Release Time for the **Joint Union Management/Relations** will be as specified in L6.04. The **Joint Union Management/Relations** meetings will be held, whenever possible, after school hours at no cost to either party.



- L5.06 **These meetings** do 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 unless mutually agreed to.

#### **L6 - UNION BUSINESS RELEASE TIME**

- L6.01 The Board agrees to pay the salary and benefits for up to four (4) E.S.S. representatives on the Negotiating Committee for meetings held during working hours for a period of up to a maximum of seven (7) hours per day for each of its four (4) representatives. The E.S.S. will reimburse the Board for salary and vacation costs applicable to the T.S.S. if a replacement is used for up to four (4) E.S.S. representatives on the Negotiation Committee for meetings scheduled during working hours.
- L6.02 The Board agrees to pay the salary, benefits and cost of replacement, if one is required, for any E.S.S. representative required to attend a meeting called by the Board during working hours.
- L6.03 (a) The E.S.S. may have at its discretion, up to **3.0** full-time equivalent (FTE) employees relieved from **their** duties as is approved by the membership. The E.S.S. will reimburse the Board for salary and vacation costs applicable to the lowest occupational classification at Step 0 on the grid if a replacement is used.
- (b) Upon completion of their Union duties and notwithstanding L14 the employee(s) affected in L6.03 (a) shall return to the position they held previously, at the same location, if the job still exists, in the same number of hours and subject to L14.
- (c) Notwithstanding L14 the employee(s) affected in L6.03 (a) will not lose salary, benefits or seniority while fulfilling their Union duties.
- L6.04 With prior approval of the Coordinator of Human Resources or **their** designate, and after consultation with the appropriate Superintendent/Manager/ Principal, employees involved in Union matters during normal working hours, shall not lose salary, benefits or seniority. The E.S.S. shall reimburse the Board for salary and vacation costs applicable to the T.S.S. employee where a replacement is required.
- L6.05 (a) an employee elected or seconded to a position with O.S.S.T.F provincially will be granted a leave of absence. Upon completion of their Union duties and notwithstanding L14 the employee(s) affected in L6.05 (a) shall return to the position they held previously, at the same location, if the job still exists, in the same number of hours and subject to

L14.

- (b) an employee hired to a position with O.S.S.T.F. provincially will be granted a leave of absence according to L17.01. Accumulation of seniority and return to the E.S.S. will be in accordance with L17.04.

## **L7 - SENIORITY**

- L7.01
  - (a) “Continuous” employment refers to uninterrupted service. Approved leaves and the inactive weeks for 10-month positions are not considered service interruptions.
  - (b) Seniority of employees **that are less than 1.0 FTE** shall weigh equal with the seniority of full-time employees.
  - (c) The seniority list will contain the **employee’s** name, location, **full-time equivalent status and** occupational classification and category listed in order by “Seniority Date”.
  - (d) The seniority list shall be posted at each work location and will show each employee’s name, seniority date, occupational classification and full time equivalent status.
- L7.02
  - (a) Seniority will be granted and the employee placed on the seniority list on the date commencing with continuous permanent employment, in a permanent E.S.S. position with the Greater Essex County District School Board or predecessor Boards.
  - (b) **Notwithstanding L7.02 (a), a Board employee who posts to a permanent E.S.S. position from a non-E.S.S. position shall begin accumulating seniority from the date of entry to the E.S.S. position. For the purposes of vacation entitlement the employee’s vacation eligibility date as assigned by the Board will be used.**
    - (i) In the event two (2) or more employees are hired to a permanent position on the same date, their ranking to break the tie on the permanent seniority list shall be determined based on their T.S.S. **seniority date**.
    - (ii) If after applying the process outlined in L7.02 (d) (i) their ranking remains tied, their ranking shall be determined by the “by chance lottery” identified in L7.03.
  - (c) Upon being placed on the seniority list, the employee will be notified in Writing, with a copy to the E.S.S. President, of such date.

- L7.03 Where employees have equal seniority in accordance with L7.02 (d), the order of seniority shall be determined by chance and administered by the E. S. S. with a Board Representative present. **This process will take place within fifteen (15) working days of the tie being identified. The E.S.S. employees will be notified as to when and where the “by chance” draw will take place.** Chance refers to the procedure for tie breaking. All of those tied at a given level on the seniority list will participate in a draw. **If an employee is not present to draw their own number, a number will be drawn for them by the E.S.S. President and/or designate.** Each employee will select a number from 1 to 100 and replace the number once drawn. The number 1 would entitle the employee to the best seniority in the tied group. Other rankings would be assigned such that the **greater** the number drawn, the worse the seniority position in the tied group. Should two or more employees draw the same number, they would redraw to determine which of them gets the better (best) position(s).
- L7.04 (a) After the **“by chance draw”** is completed, the seniority list shall be accepted as final and complete except for error, omission or inadvertence. The Board will provide an updated electronic copy of the seniority list to the E.S.S. President and every E.S.S. work location by February 1 with an electronic copy sent to the E.S.S President.
- (b) It is agreed that a seniority date shall not entitle an employee to any retroactive financial, vacation or other benefit.
- L7.05 An employee shall lose seniority in the event:
- (a) of discharge **and such discharge is not reversed through the grievance and/or arbitration process;**
- (b) of resignation;
- (c) of retirement;
- (d) the laid off employee fails to return to work within seven (7) calendar days after being notified by registered mail to return to work, unless satisfactory reasons for such failure are given by the employee. It shall be the responsibility of the employee to keep the Board informed in writing of any change of address.
- (e) of loss of recall rights due to a layoff or on the T.S.S./Recall List for a period equal to the overall seniority of the employee or for a period of five (5) years, whichever is greater as per L15.12.
- L7.06 **Seniority shall accumulate while laid off during the period of entitlement of recall.**

## **Probation**

- L7.07 (a) All permanent employees shall be on probation for the first six (6) months of continuous employment and shall have full rights under the Collective Agreement. During this probation period, the Board may discipline or discharge for a lesser standard of cause. In particular, such discharge shall be set aside only if the discharge is arbitrary or discriminatory or in bad faith.
- (b) **An employee who has not yet completed their probationary period and moves to another occupational classification may be subject to a familiarization period as outlined in L14 while still on probation. The probation and familiarization periods will run concurrently.**
- (c) After successful completion of the probationary period, the employee **and the E.S.S. President and/or designate** will receive written notification.
- (d) **If an employee on probation is experiencing difficulties, and is at risk of not passing their probationary period, the employee shall be notified in writing with a copy to the E.S.S. President.**

## **L8 - NO DISCRIMINATION, HARASSMENT, AND OBJECTIONABLE BEHAVIOUR**

- L8.01 The parties agree that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of E.S.S. membership or as highlighted within the *Ontario Human Rights Code*, such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex **(including pregnancy and breastfeeding)**, sexual orientation, **gender identity, gender expression**, age, record of offences, marital status **(including single status)**, family status, or disability.
- L8.02 The Board and the Union agree that discrimination, harassment and objectionable behaviour are unacceptable and it is a joint responsibility to maintain a discrimination, harassment and objectionable behaviour free workplace.
- L8.03 For the purpose of this **Local** Article, all references can include discrimination, harassment and/or objectionable behaviour whichever is relevant to the incident and shall be subject at a minimum, to the provisions, procedures and regulations as per the current Board Policies on **Human Rights** and **Objectionable Behaviour Prevention and Resolution**. No changes will be made to the aforementioned Policies and Procedures without consultation with the E.S.S. President.

- L8.04     **An employee has the right to bring allegations of discrimination, harassment and/or any concerns identified in L8 forward without reprisal or fear of reprisal. The parties recommend and encourage any employee who may have a harassment or discrimination complaint to bring such complaint forward.**
- L8.05     **In recognizing the importance of a harassment/discrimination free environment, the employer will inform all temporary and permanent employees during their orientation session about Board Policies and Procedures with respect to harassment/discrimination.**

### **L9 - CORRESPONDENCE**

- L9.01     **Subject to the provisions herein, official correspondence between the parties arising out of this Agreement shall pass to and from the appropriate official of the Board and the President of the Union or designate.**

### **L10 - EMPLOYEE RECORDS**

- L10.01     **(a) Employees will receive a copy of any Board-initiated reprimand or disciplinary action which is entered in the employee's personnel file with a copy sent to the E.S.S. President.**
- (b) The only recognized personnel file of an employee shall be maintained in the Human Resources department of the Board**
- L10.02     The Board agrees that it will not use past suspensions, disciplinary actions, letters of reprimand and/or adverse reports against any employee who competes for a promotion, provided that such suspension, disciplinary action, letter of reprimand and/or adverse report has occurred two (2) years or more prior to the date of competition and provided that the said employee has an unblemished record for the two (2) years immediately prior to the date of competition.
- L10.03     An employee may request in writing, to the Superintendent of Human Resources, to have a **disciplinary letter or other letter (such as a letter of concern, letter of expectation, record of meeting)** removed from **their** personnel file after two (2) years if that employee has had no additional related letter(s) put in **their** file from the date of the alleged incident leading to the letter in question unless further similar disciplinary action has occurred. Such request shall not be unreasonably denied. A letter from Human Resources confirming whether the letter in question has been removed from the file or whether the request is denied, including the reason

for denial, will be sent to the employee with a copy to the E.S.S. President within ten (10) working days from the request. A copy of this letter will not be placed in the employee's personnel file.

- L10.04 (a) Following a request of an employee for an appointment, the Board shall make available for review, during normal business hours, all information in **their personnel and/or all other files that contain their personal information**. Such review shall be in the presence of **an employee** of the Human Resources Department.
- (b) An employee may be accompanied by a Union Representative.
- (c) Upon written authorization by an employee, a Union Representative shall have access to an employee's personnel file.
- (d) An employee may **view and/or** copy any material contained in **their personnel and/or all other files that contain their personal information**.
- (e) If an employee disputes the accuracy or completeness of information in the file, the Superintendent of Human Resources, or designate, within a reasonable time from the receipt of a written request by an employee stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Superintendent of Human Resources or designate, shall, at the written request of an employee, notify all persons who received a report based on the inaccurate information of any amendments.
- L10.05 (a) The Board shall pay all costs associated with an incumbent employee who participates in the check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to *regulation 521/2001 of the Education Act*.
- (b) The Board shall ensure that all records and information, including offence declarations and Canadian Police Information Centre (C.P.I.C.) records, subsequent regulation or law, are stored in a secure location in a completely confidential manner.
- (c) The Board shall not release any information about an employee obtained pursuant to *regulation 521/2001 of the Education Act*, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.
- (d) **Access to such records and information as outlined in 10.05(b) shall be strictly limited to the Superintendent of Human Resources and the Coordinator of Human Resources.**

- L10.06**
- (a) Any medical documentation obtained by the employer and/or submitted by the employee, shall not form part of the employee's personnel file. Such information, shall be stored in a secure, confidential and separate location as per privacy legislation.**
  - (b) No information from an employee's medical records/file shall be given to any person or party unless the employee has provided written consent.**
  - (c) Access to such medical documentation and information shall be confidential and strictly limited to the employee, the Superintendent of Human Resources or the Coordinator of Human Resources and the Human Resources Officer(s) assigned to Disability Management, LTD and WSIB.**
  - (d) An employee may view and/or request copies of any and all information contained in their medical record/file.**
  - (e) Such request shall be submitted in writing to the Superintendent of Human Resources and photocopies of the information requested shall be forwarded, in a confidential sealed envelope to the employee within five (5) working days of the Board receiving the request.**
- L10.07** The Board (including Principals), shall not distribute or share an E.S.S. member's personal phone number, personal address, personal e-mail information or personal information to students (or family members of students).

## **L11 – LOCAL GRIEVANCE AND ARBITRATION PROCEDURE**

- L11.01**
- (a) It is agreed that the spirit and intent of this Agreement is to resolve employee or employer grievances promptly.**
  - (b) Disputes shall be dealt with so far as possible by discussion between the individuals directly affected.**
  - (c) Should any difference arise between the Board and an employee or the E.S.S. as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such difference without delay shall be made in the following sequence and manner.**
  - (d) For the purpose(s) of this **Local** Article, whenever reference is made to ten (10) working days, such time-line shall be based upon the work schedule of any Board, Federation and/or E.S.S. employee(s) who may**

be involved with the matter at issue.

- L11.02
- (a) As outlined in L11.03 (a), if an employee(s) or the E.S.S. is unable to resolve by informal discussion with the Superintendent/Principal/ Superintendent of Human Resources or **their** designate any question as to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, then the grievance procedure will apply.
  - (b) A policy or individual grievance may be lodged by the E.S.S. beginning at Step 1 of the grievance procedure **within ten (10) working days from when** the E.S.S. President **becomes aware of the situation**. The E.S.S. has the option to initiate a policy grievance directly at Step 2.
  - (c) The grievance must set forth the following information:
    - (i) the nature of the grievance and background circumstances;
    - (ii) the section(s) of the agreement claimed to be infringed; and
    - (iii) the remedy or correction required.
  - (d) Any grievance or arbitration procedure which is not commenced or carried through to the next stage of the grievance procedure by the E.S.S. within the time specified shall be deemed to have been abandoned, and no further action may be taken with respect to such grievance. If the stipulated time limits are not met by the party against whom the grievance is being lodged, the E.S.S. shall have the right to pursue the grievance to the next step of the procedure including arbitration. The time limits specified in this procedure may be extended by mutual agreement in writing between the parties of this Agreement.
- L11.03
- (a) Informal - Within ten (10) working days of the event which gave rise to the differences, or within ten (10) working days from when the E.S.S. President **becomes aware of the situation**. The E.S.S. or the employee, has the right to be accompanied by an E.S.S. Executive member or designate, shall discuss the complaint with the designated Human Resources Officer in consultation with the Superintendent of Special Education and/or the Supervising Principal of Special Education. The designated Human Resources Officer shall reply orally within five (5) working days of the discussion with the employee(s) and/or the E.S.S. President.
  - (b) Step 1 - Failing a satisfactory resolution in the informal stage then within ten (10) working days after receipt of the reply, the E.S.S. shall reduce the grievance to writing and submit the grievance to the Coordinator of Human Resources who shall convene a meeting within ten (10) working



days with the E.S.S. in an attempt to settle the dispute. The Coordinator of Human Resources shall answer the grievance in writing within ten (10) working days of the meeting.

- (c) Step 2 - Failing a satisfactory resolution of the grievance at Step 1, the E.S.S. may refer the grievance to the Superintendent of Human Resources within ten (10) working days of the written response in Step 1. The Superintendent of Human Resources will respond **in writing** to the grievance within ten (10) working days **to the E.S.S. President**.
- (d) If the grievance is still unresolved after exhausting the above procedure, the E.S.S. may submit the grievance to Arbitration in accordance with L11.
- (e) Grievance meetings will be held bi-monthly with the Superintendent of Human Resources.

L11.04 Nothing in this **Local** 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 time line for grievance mediation to occur. It is agreed that the cost of mediation will be shared equally.

L11.05 A grievance lodged by the Board shall be submitted in writing to the President of the E.S.S. The President of the E.S.S. or designate, shall respond in writing to the Board within ten (10) working days after receipt of the grievance. In the event the matter is unresolved, the Board may submit the grievance to arbitration in accordance with L11.

L11.06 Should the processing or investigation of a grievance require that a grievor or Bargaining Unit Representative be released from regular duties to meet with an O.S.S.T.F. Provincial Staff person or legal counsel, the E.S.S. President or designate shall seek prior approval from Human Resources. The employee shall be released from regular duties without loss of salary, in lieu of vacation, benefits, seniority etc. and there will be no deduction from **their** sick leave or personal leave credits. All efforts will be made to schedule such meeting outside of instructional hours. The employee will complete a Request for Leave Form citing L11.06 and submit it to the Coordinator of Human Resources. Approval from Human Resources shall not be unreasonably denied.

L11.07 After exhausting the Grievance Procedure established by this Agreement, the affected party may notify the other in writing of its desire to submit the grievance to arbitration. The notice shall be delivered to the other within ten (10) working days after the reply under Step 2 of the Grievance Procedure.

- L11.08 A list of arbitrators shall be submitted by the party initiating the arbitration. Within ten (10) working days of receiving the list of arbitrators, a single arbitrator will be agreed upon or alternate names shall be submitted. 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.
- L11.09 No person may be appointed as an arbitrator who has been involved in an attempt to mediate the grievance as per L11.04 unless both parties agree.
- L11.10 Each of the parties hereto will jointly share the expenses of the arbitrator.
- L11.11 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- L11.12 If a grievance concerns the discipline of an employee, including disciplinary dismissal, the arbitrator may confirm the decision of the Board or reinstate the employee with or without full compensation or otherwise modify the penalty.
- L11.13 **(a) If an employee(s) is party to, or required to appear as a witness, in a grievance heard at mediation and/or arbitration the employee(s) will not lose salary, in lieu of vacation, benefits, seniority etc and there will be no deduction from their sick leave or personal leave credits. The employee will complete a Request for Leave Form citing L11.13 and submit it to Human Resources.**
- (b) If an employee(s) is party to, or required to appear as a witness, in a grievance heard at mediation and/or arbitration during a period of lay-off, the employee(s) will be paid by the Board at a rate equal to what the member would have earned on Employment Insurance had they been ready, willing, and able to work.**
- (c) The employee shall submit to the Board proof of any loss of earnings from EI as a result of their participation in the hearing.**
- L11.14 There shall be no reprisals of any kind taken against any E.S.S. member because of participation in the grievance or arbitration procedure under this Collective Agreement.

## **L12 – JOB DESCRIPTIONS**

L12.01 Whenever preparing new or revised job descriptions for the purpose of this **Local** Article, the Board agrees to provide full particulars including qualifications and will advise the E.S.S. President regarding same at a **Joint Union Management / Relations meeting**. The Board will request the input of the E.S.S. President on a new or existing job description. Notwithstanding the foregoing, the Board reserves the right to make the final determination regarding qualifications.

## **L13 - OCCUPATIONAL CLASSIFICATIONS/RATES OF PAY**

L13.01           **1% lump sum as per Central Agreement**

<b>Occupational Classifications</b>	<b>Effective 2015 09 01</b>			
	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Family Literacy Liaison * (FLL)	33.77			
Behaviour Management Systems Worker (BMSW)	26.17	27.55	29.02	30.41
<b>Developmental Management Services Workers (DMSW)</b>	26.17	27.55	29.02	30.41
Support Worker for the Deaf and Hard of Hearing (SWDHH) (Dual Qualifications)	26.17	27.55	29.02	30.41
Child and Youth Worker (CYW)	24.90	26.29	27.74	29.15
Developmental Service Worker (DSW)	24.90	26.29	27.74	29.15
Early Childhood Educator (ECE)	24.90	26.29	27.74	29.15
Early Childhood Educator – French (ECE-French)	24.90	26.29	27.74	29.15
Early Childhood Educator – Arabic (ECE-Arabic)	24.90	26.29	27.74	29.15
Support Worker for Deaf and Hard of Hearing (SWDHH)	24.90	26.29	27.74	29.15
Educational Assistant-Junior Kindergarten (EA-JK)	20.30	21.40	22.47	23.54
Educational Assistant-Special Needs Students (EA-SNS)	20.30	21.40	22.47	23.54
Educational Assistant –Cafeteria (EA-C)	20.30	21.40	22.47	23.54

Adult Assistant (AA)	13.27	14.20	14.88	15.64
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\*as per Letter of Understanding on FLL

<b>Occupational Classifications</b>	<b>Effective 2015 09 01</b>			
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TSS-LT: BMSW, <b>DMSW</b> , FLL, SWDHH (Dual)	23.72			
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TSS-LT: DSW, CYW, ECE, SWDHH	22.74			
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TSS-LT: EA-SNS, EA-JK, EA-C	18.38			
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TSS – LT: AA	16.65			
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Senior TSS**	17.65			
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Temporary Support Staff/ <b>T.S.S. Not holding the academic qualifications required for the position being filled TSS-LT</b>	16.65			
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\*\*See **L34** for Senior TSS description

	<b>Effective 2016 09 01</b>			
<b>Occupational Classifications</b>	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>

Family Literacy Liaison * (FLL)	<b>34.11</b>			
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Behaviour Management Systems Worker (BMSW)	<b>26.43</b>	<b>27.83</b>	<b>29.31</b>	<b>30.71</b>
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<b>Developmental Management Services Workers (DMSW)</b>	<b>26.43</b>	<b>27.83</b>	<b>29.31</b>	<b>30.71</b>
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Support Worker for the Deaf and Hard of Hearing (SWDHH) (Dual Qualifications)	<b>26.43</b>	<b>27.83</b>	<b>29.31</b>	<b>30.71</b>
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Child and Youth Worker (CYW)	<b>25.15</b>	<b>26.55</b>	<b>28.02</b>	<b>29.44</b>
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Developmental Service Worker (DSW)	<b>25.15</b>	<b>26.55</b>	<b>28.02</b>	<b>29.44</b>
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Early Childhood Educator (ECE)	<b>25.15</b>	<b>26.55</b>	<b>28.02</b>	<b>29.44</b>
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Early Childhood Educator – French (ECE-French)	<b>25.15</b>	<b>26.55</b>	<b>28.02</b>	<b>29.44</b>
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Early Childhood Educator – Arabic (ECE-Arabic)	<b>25.15</b>	<b>26.55</b>	<b>28.02</b>	<b>29.44</b>
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Support Worker for Deaf and Hard of Hearing (SWDHH)	<b>25.15</b>	<b>26.55</b>	<b>28.02</b>	<b>29.44</b>
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Educational Assistant-Junior Kindergarten (EA-JK)	<b>20.50</b>	<b>21.61</b>	<b>22.69</b>	<b>23.78</b>
Educational Assistant-Special Needs Students (EA-SNS)	<b>20.50</b>	<b>21.61</b>	<b>22.69</b>	<b>23.78</b>
Educational Assistant –Cafeteria (EA-C)	<b>20.50</b>	<b>21.61</b>	<b>22.69</b>	<b>23.78</b>
Adult Assistant (AA)	<b>13.40</b>	<b>14.34</b>	<b>15.03</b>	<b>15.80</b>

\*as per Letter of Understanding on FLL

**Occupational Classifications** Effective **2016 09 01**

TSS-LT: BMSW, <b>DMSW</b> , FLL, SWDHH (Dual)	<b>24.20</b>
TSS-LT: DSW, CYW, ECE, SWDHH	<b>22.97</b>
TSS-LT: EA-SNS, EA-JK, EA-C	<b>18.56</b>
TSS – LT: AA	<b>16.82</b>
Senior TSS**	<b>17.83</b>
Temporary Support Staff/ <b>T.S.S. Not holding the academic qualifications required for the position being filled TSS-LT</b>	<b>16.82</b>

\*\*See **L34** for Senior TSS description

<b>Occupational Classifications</b>	Effective <b>2017 02 01</b>			
	Step 0	Step 1	Step 2	Step 3
Family Literacy Liaison * (FLL)	<b>34.28</b>			
Behaviour Management Systems Worker (BMSW)	<b>26.56</b>	<b>27.97</b>	<b>29.46</b>	<b>30.86</b>
<b>Developmental Management Services Workers (DMSW)</b>	<b>26.56</b>	<b>27.97</b>	<b>29.46</b>	<b>30.86</b>
Support Worker for the Deaf and Hard of Hearing (SWDHH) (Dual Qualifications)	<b>26.56</b>	<b>27.97</b>	<b>29.46</b>	<b>30.86</b>
Child and Youth Worker (CYW)	<b>25.28</b>	<b>26.68</b>	<b>28.16</b>	<b>29.59</b>
Developmental Service Worker (DSW)	<b>25.28</b>	<b>26.68</b>	<b>28.16</b>	<b>29.59</b>
Early Childhood Educator (ECE)	<b>25.28</b>	<b>26.68</b>	<b>28.16</b>	<b>29.59</b>
Early Childhood Educator – French (ECE-French)	<b>25.28</b>	<b>26.68</b>	<b>28.16</b>	<b>29.59</b>

Early Childhood Educator – Arabic (ECE-Arabic)	<b>25.28</b>	<b>26.68</b>	<b>28.16</b>	<b>29.59</b>
Support Worker for Deaf and Hard of Hearing (SWDHH)	<b>25.28</b>	<b>26.55</b>	<b>28.16</b>	<b>29.59</b>
Educational Assistant-Junior Kindergarten (EA- JK)	<b>20.60</b>	<b>21.72</b>	<b>22.80</b>	<b>23.90</b>
Educational Assistant-Special Needs Students (EA-SNS)	<b>20.60</b>	<b>21.72</b>	<b>22.80</b>	<b>23.90</b>
Educational Assistant –Cafeteria (EA-C)	<b>20.60</b>	<b>21.72</b>	<b>22.80</b>	<b>23.90</b>
Adult Assistant (AA)	<b>13.47</b>	<b>14.72</b>	<b>15.11</b>	<b>15.88</b>

\*as per Letter of Understanding on FLL

<b>Occupational Classifications</b>	<b>Effective 2017 02 01</b>
TSS-LT: BMSW, <b>DMSW</b> , FLL, SWDHH (Dual)	<b>24.32</b>
TSS-LT: DSW, CYW, ECE, SWDHH	<b>23.08</b>
TSS-LT: EA-SNS, EA-JK, EA-C	<b>18.65</b>
TSS – LT: AA	<b>16.90</b>
Senior TSS**	<b>17.92</b>
Temporary Support Staff/ <b>T.S.S. Not holding the academic qualifications required for the position being filled TSS-LT</b>	<b>16.90</b>

\*\*See **L34** for Senior TSS description

Summer or Night School employees will be paid according to occupational classification in above grid. The employee shall be placed at the same grid step level on the grid as **they** receive **their** regular position.

L13.02 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 year, then the full amount of increment shall be applied except where such amount would pierce the maximum. Employees with less than one year as of December 31, shall receive an amount of increment which will be pro-rated according to completed service.

L13.03 (a) A qualified employee required to assume the responsibilities of a higher level occupational classification (by range of pay rates), covered by this agreement on a permanent or a temporary basis for a period in excess of five (5) working days will be paid in the range of the higher level position for all hours worked in such occupational classification. The

higher rate will be determined in accordance with L13.03 (b).

- (b) Pursuant to L13.03 (a), employees will receive the minimum salary of the higher level position or 5% above their current rate whichever is the greater provided such 5% adjustment does not pierce the maximum of the higher level position.
- (c) An employee who applies for and accepts a lower level occupational classification through a job posting process or bumped into a lower occupational classification will be placed at the step on the new salary schedule identical to his or her placement on the previous salary schedule **subject to rights under L15.06**.
- (d) Every permanent employee shall be placed in the pay category in which they are employed, and shall receive the appropriate grid step hourly rate of pay relevant to the position in which they are employed, subject to L15.06 (h) and every permanent employee shall be placed on the appropriate grid step hourly rate of pay, based on service, as defined in L13.02 and based on service under L14.14 (b) (v).
- (e) Notwithstanding L15.06 and L13.03 (d) a permanent employee in a promotable occupational classification moving to another occupational classification through a declaration of interest, temporary and/or a permanent position will be placed on the grid step based on years of service in a promotable occupational classification.

L13.04 All employees covered by this Agreement will be paid on a bi-weekly pay schedule.

L13.05 (a) The Board shall not deduct monies other than regular payroll deductions from an employee's earnings without written consent of the employee.

- (b) L13.05 (a) will not apply in cases where there is an overpayment of monies as a result of a sick leave account with a zero balance, payment of cost of supply in accordance with L19.02 or a day without pay. A minimum of four (4) days notice will be provided to the employee. Both parties recognize that no notice is required when an unpaid day is deducted before the applicable pay is processed to avoid an overpayment.

L13.06 All newly hired permanent employees will be placed at Step 0 on the grid in the occupational classification for which they were hired.

- L13.07 Any employee who worked during a period covered by retroactive pay will receive payment regardless of their employment status at the signing of this Collective Agreement. The Board will make all necessary changes including but not limited to; contacting OMERS and TPP regarding the salary adjustment.
- L13.08 The Board agrees that any reference to E.S.S. employees will be by the E.S.S. Bargaining Unit name, or by the employee's occupational classification as outlined in L13.01.

## **L14 – POSTINGS OF VACANCIES AND TRANSFERS**

### **Permanent Vacancies**

- L14.01 (a) (i) A permanent vacancy can be caused by, but not limited to, the creation of a new occupational classification, an additional position in an existing occupational classification, and/or a vacancy caused by such events as death, retirement, resignation, discharge, promotion, transfer, or demotion and will include a temporary vacancy due to a leave of absence or a position left vacant for over two (2) years due to a long term disability leave, sick leave or Workers' Safety and Insurance leave or a Union Leave under L6.05 (b).
- (ii) When a permanent vacancy occurs the Board shall, if it determines to fill such vacancy, post it internally for seven (7) working days. The posting will contain the occupational classification of the position, qualifications, duties, location, salary range, if known the date of the commencement of the position, and closing date and time of the posting. The posting will also state that no late applications will be accepted, including applications sent through Canada Post. The identification of the location of the vacancy does not give the successful applicant the right to that position in that location.
- (iii) An employee covered by this Collective Agreement may apply for any posted position in writing within seven (7) working days, subject to L14.05.
- (b) (i) When a permanent vacancy is declared, transfer requests shall be granted before a vacancy is posted subject to L14.01 (a).
- (ii) Notwithstanding L14.01 (b) (i), a permanent vacancy identified in L14.04 (b) (i), shall not be subject to the transfer request process if identified October 31<sup>st</sup>, or later if the initial staffing process is not



completed.

(c) L14.01 (a) (ii) and (iii), L14.04, L14.05 and L14.14 shall not be in effect as long as there are employees who have recall rights to the vacant occupational classification.

(d) (i) **Should it become necessary to downsize an occupational classification at a worksite outside of the staffing period, the lowest senior member of that job class at the worksite would be subject to a temporary management transfer.**

(ii) **The position that the employee was temporarily moved to would be declared a permanent vacancy and subject to transfer requests in the next round of staffing.**

#### Emergency Positions

L14.02 A vacancy may be created if it is not a temporary vacancy and it is unclear as to its permanent status, but is deemed to be short term and expected not to exceed forty-five (45) working days. The Board may fill such vacancy as an emergency position using a T.S.S. as identified in **L34**. Should the position continue past forty-five (45) working days, the position will be declared a permanent vacancy and filled as per L14.04 (a) for promotable positions and L14.04 (b) (ii) or (iii) for non-promotable positions. In extenuating circumstances and with mutual agreement between the Board and the E.S.S., timelines may be extended at which time the T.S.S. in that position will continue in that position and will receive the T.S.S.-L.T. rate, back dated to **their** first day in the position.

L14.03 Employees who are declared surplus in their promotable occupational classification, in accordance with L15, may be assigned to fill emergency positions, subject to necessary qualifications, when it is deemed by the Board to meet the needs of the system. Employees will be placed by seniority and paid as per L13.03 (a).

#### Postings

L14.04 (a) A permanent vacancy in a promotable occupational classification, which includes but not limited to: BMSW, **DMSW**, **SWDHH** (dual), CYW, DSW, ECE, FLL, **SWDHH**, shall be posted as per L14.01 (a) (ii) throughout the year and shall be subject to the posting process outlined in L14.05 to L14.10 inclusive.

(b) (i) A permanent vacancy in a non-promotable occupational classification, which includes but not limited to: EA-JK, EA-SNS, EA-C, BC, AA, caused by circumstances such as, but not limited to:

death, resignation, termination, retirement or a position left vacant for over two (2) years due to a long term disability leave, sick leave or Workers' Safety and Insurance leave, shall be posted as per L14.01 (a) (ii) throughout the year and shall be subject to the posting process outlined in L14. It is understood that this is a permanent vacancy that does not cause an increase to the E.S.S. staffing complement in that occupational classification. To minimize disruption to the system the successful applicant may be assigned to a temporary work location for the remainder of the school year and subject to the transfer process in the following staffing period.

- (ii) A non-promotable permanent vacancy identified during the staffing process shall be subject to the posting process outlined in L14.05 to L14.10 inclusive.
- (iii) Notwithstanding L14.04 (b) (i), a non-promotable permanent vacancy which is identified October 31<sup>st</sup>, or later if the initial staffing process is not completed, the Board reserves the right to fill such permanent vacancy, with a T.S.S. or T.S.S.-L.T. for the duration of the school year. In the next staffing period should the position still exist, it shall be deemed a permanent vacancy and filled as per L14.
- (iv) A non-promotable permanent vacancy identified the previous school year, and still existing due to the need for continued support for a student, shall be identified as a permanent vacancy and filled as per L14. To minimize disruption to the system the successful applicant may be assigned to a temporary work location for the remainder of the school year and subject to the transfer process in the following staffing period.

- L14.05 (a) A permanent vacancy identified in L14.01 shall be filled using the following process:
- (i) For a promotable position the successful applicant shall be the most senior permanent employee holding the necessary qualifications, who applied for the posting and who has completed a minimum of one (1) successful Declaration of Interest of at least forty-five (45) working days in that occupational classification.
  - (ii) Notwithstanding L14.05 (a) (i), the promotable permanent position shall be subject to the Interview Process as outlined in L14.10 (a) to (e) if:

- a. there are no surplus employees within the occupational classification from which **they were** declared surplus, and
- b. no applicant has met the criteria outlined in L14.05 **(a)** (i), and
- c. applicants are deemed ineligible in accordance with L10.02.

(iii) For a non-promotable position a position as listed in L14.01(b) (i) in a new occupational classification, or a new initiative which is clearly dissimilar to any E.S.S. position, meaning the position does not have same or similar duties as existing E.S.S. positions, the Board shall fill the position through the interview process as outlined in L14.10 (a) to (e).

(b) The Board will not entertain applications from employees within the same occupational classification of the posted position unless it is a new initiative which is clearly dissimilar to any E.S.S. position, meaning the position does not have same or similar duties as existing E.S.S. positions or is a summer/night school position as per L14.18 (b) (i).

L14.06 Copies of all postings shall be provided to the E.S.S. President.

L14.07 During the summer months, if postings are necessary, the E.S.S. President will be notified and the posting will be posted on the Board's e-mail system and distributed by the Board to the E.S.S. members via Canada Post.

L14.08 A list of all applicants for the posting shall be sent to the E.S.S. President within two (2) working days of the closing of the posting.

L14.09 The successful applicant shall be decided within ten (10) working days following the closing date of such posting. Wherever possible, the Board will place the successful applicant in the position for which **they were** selected within twenty (20) working days of the closing date of the posting. In extenuating circumstances and with mutual agreement between the Board and the E.S.S., timelines may be extended. Regardless of any mutual agreement in extending the timelines, if the successful applicant was not placed within twenty (20) working days, the employee shall receive all entitlements afforded to the employee under the Collective Agreement including salary, benefits, in lieu of vacation that **they** would have received had **they** been placed in **their** new position within twenty (20) working days.

## Interview Process

- L14.10 (a) When a posting requires an interview the following process shall apply. A Selection Committee, as determined by the Superintendent or **their** designate in the appropriate division, shall first grant an interview to the top-ten (10) seniority applicants holding the qualifications identified in the posting. The Selection Committee will consider only the following factors in determining which employee is selected:
- (i) academic qualifications;
  - (ii) related experience within the Board or predecessor Boards and/or experience outside the current Board;
  - (iii) if necessary, a test relevant to the position;
  - (iv) letter of reference forms; and
  - (v) evaluation of the applicants by the Selection Committee based on pre-selected questions posed during the interview.
- (b) When in the judgment of the Selection Committee, which shall not exercise its duties or judgement in an unfair manner, all factors identified in L14.10 (a) are equal between two (2) or more applicants, seniority or date of hire for T.S.S., shall govern.
- (c) In the event, none of the top-ten (10) seniority applicants who were interviewed are selected based on L14.10 (a), to fill the vacancy, the next top ten (10) seniority applicants will be interviewed. This process will continue until a successful candidate is identified or all qualified permanent employees who applied for the vacancy have been interviewed. The selection process for these interviews will be subject to the process identified in L14.10 (a) and (b).
- (d) If no permanent employee applies for a posting or no permanent employee who applied was selected based on L14.10 (a) (b) or (c) to fill the vacancy, the Board will interview the top ten (10) T.S.S. based on date of hire, who applied for the posting. The selection process for these interviews will be subject to the process identified in L14.10 (a), (b) and (c).
- (e) After applying L14.10 (a), (b), (c) or (d) if there were no applicants for the position, or the applicants were not selected as outlined in L14.10 or L10.02, the Board will post the position externally.

## Notification

- (f) Following notification by the Selection Committee, the designated Human Resources Officer shall, as soon as possible, telephone or e-mail the candidates interviewed to advise them of the decision of the Selection Committee.
- (g) The Board shall notify the E.S.S. President of the employee selected for any posting after the employee has been notified.
- (h) Upon a request from an employee who has not been selected for the position, the designated Human Resources Officer shall discuss, with the employee, the employee's application and the consideration given to the application.

## Familiarization Period

- L14.11 An employee who has passed probation and moves from one occupational classification to a different occupational classification within the scope of this Agreement shall be subject to a familiarization period of ninety (90) working days. By the half way point of the familiarization period and no later than forty-five (45) working days the Principal shall provide the employee with a written assessment and discuss with the employee **their** performance outlining whether **they are** being considered for confirmation in the position. If the Principal indicates there are areas of concern, the employee will be given an opportunity to improve in order to be confirmed in **their** new position. The E.S.S. President or designate shall be notified of an employee who is at risk of not being confirmed in **their** position in a timely manner. In order to have a successful familiarization period, the timelines may be extended by mutual agreement. At the end of this time, the Board will either in writing confirm such employee to the position or return the employee to **their** previous position. The employee may request not to be confirmed, in which case the Board will return the employee to **their** previous occupational classification.

## Sex Designated Positions

- L14.12 In the event that a position meets the necessary criteria and must be designated sex specific under the Ontario Human Rights Code no employee shall be disadvantaged by such position being sex designated providing there are employees of the sex required for the position in that occupational classification. The Board agrees to inform the E.S.S. President when there is a vacancy requiring a sex specific designation in an occupational classification. The vacancy will be filled by an employee initiated transfer if the sex specific requirements are met. If there are no transfer requests on file fulfilling the sex requirement, the Board shall notify all the employees of that

sex in that occupational classification to see if there is an employee willing to be moved to the position. If there is no member of that sex requesting to be moved, the employee of that sex with the least seniority, who is not currently in a sex specific position, may be moved through a management transfer to fill the vacancy.

#### Temporary Vacancies

L14.13 Temporary vacancies, created by approved leaves of absence, including, but not limited to pregnancy/parental leaves and illnesses, will not be posted.

#### Long Term Temporary Vacancies

L14.14 (a) If the temporary vacancy is deemed to be long term (greater than forty-five (45) working days) the long term temporary vacancy shall be filled through the Declaration of Interest process.

#### Declaration of Interest Process

- (b) (i) Subject to qualifications and L10.02, permanent employees will be given temporary vacancies greater than forty-five (45) working days in occupational classifications which are considered promotable positions such as, but not limited to; DSW, CYW, **SWDHH**, **SWDHH-Dual**, ECE, BMSW, **DMSW**, and FLL. Appointments honoured under this clause will be based on seniority.
- (ii) In order to be considered for a temporary vacancy in accordance with L14.14 (b) (i), permanent employees shall, subject to qualifications, declare their interest using a Declaration of Interest form between April 1 and April 30, inclusive which will be valid for the subsequent school year. Any application received after April 30 will not be considered.
- (iii) All Declaration of Interest requests will be date receipted by Human Resources and a copy of the receipted form will be provided to the E.S.S. President no later than two (2) working days from date of receipt.
- (iv) (iv) If the Board offers an employee a temporary promotion that meets all the preferences identified on the employee's Declaration of Interest form, including preferred location (county or city) and preferred level (elementary or secondary) and the employee declines the temporary promotion, the employee's Declaration of Interest form will be considered rescinded for the remainder of that school year.

- (v) Employees shall be paid on the grid scale for the occupational classification of the temporary promotion of the Declaration of Interest in which they have been placed and shall be paid and move up on the grid in accordance with L13.
  - (c) Prior to, or at the time of, the completion of any Declaration of Interest, the Principal will indicate in writing to the employee, with a copy provided to Human Resources, whether or not the employee had a successful Declaration of Interest. If the Declaration of Interest was deemed not to be successful, Human Resources will notify the E.S.S. President.
  - (d) If an employee has had two unsuccessful Declaration of Interests in an occupational classification **they** will not be considered for a Declaration of Interest in that occupational classification for the remainder of the current school year and the following school year.
- L14.15 (a) After exhausting the list of Declarations of Interest on file for a particular occupational classification, each long term temporary vacancy (greater than forty-five (45) working days) shall be filled with a T.S.S.- L.T. selected by management to fill the position for the duration of the leave according to L34 with respect to T.S.S., with a T.S.S.-L.T. holding the same qualifications as the absent employee. In the event that a T.S.S.-L.T. holding the same qualifications cannot be assigned from the first day of absence, a T.S.S. not holding the same qualifications may be called in until a T.S.S.-L.T. holding the same qualifications is available.
- (b) The Board will ensure the highest standards of fairness and equity for all employees will be applied when assigning long term positions.

#### Short Term Temporary Vacancies:

- L14.16 If a temporary vacancy is deemed to be short term (forty-five (45) working days or less) the short term temporary vacancy shall be filled by a T.S.S. for the duration of the leave according to L34 with respect to T.S.S. holding the same qualifications as the absent employee. The Greater Essex County District School Board herein confirms its overall commitment to the best interest of the students in its assignment of T.S.S. Whenever possible, the Board will ensure that temporary staff who have the appropriate qualifications will be assigned to the respective promotable positions. However, the parties understand that due to circumstances beyond the Board's control, this may not always be possible.

- L14.17 Employees who are declared surplus in their promotable occupational classification, in accordance with L15, shall be offered the opportunity to be assigned to fill long or short term temporary vacancies, subject to necessary qualifications, when it is deemed necessary by the Board to fill such positions in order to meet the needs of the system. Employees will be placed by seniority and paid as per L13.03 (a).

#### Summer and Night School Positions

- L14.18 (a) (i) If the position is not posted prior to the last day of the school year, then the Board shall follow the process outlined in L14.07 regarding notifying members during summer months. The timelines may be shortened with mutual agreement of the Board and the E.S.S. After this process has taken place the position shall be filled as per L14.18 (b).
- (ii) If the position is posted before the last day of the school year, the position shall be filled as per L14.18 (b)
- (b) (i) The parties agree that when there is a summer or night school position/program available the Board will post the position on the E.S.S. Conference for a minimum of seven (7) working days. The posting will include the closing date and time of the posting. Details of the position will include the occupational classification of the position, hours of work, location, grade level, program offered and any particulars necessary in order to allow interested employees to apply. Any employee can apply (including T.S.S.) and shall apply via an e-mail to the Coordinator of Human Resources stating **their** desire to fill the position. Upon the closing date of the posting the most senior permanent employee from that occupational classification who replied to the posting will be offered the position. The employee will be paid in accordance with L13 and covered by the terms and conditions of this Collective Agreement.
- (ii) Employees who have been declared surplus from the occupational classification for the posted position in L14.18 (b) (i) and have applied shall be offered the position based on **their** seniority as if the employee was still working in that occupational classification. Such employee's rate of pay shall be for the occupational classification in the posting and **their** placement on the grid shall be based on **their** previous grid placement in that occupational classification.
- (c) Any position not filled under L14.18 (b), shall be awarded to the most senior permanent employee not from that occupational classification but



holding the necessary academic qualifications who applied under the process identified in L14.18 (b) (i). Such employee will be paid the salary grid for the occupational classification of the posting and shall be paid in accordance with L13.03 (a) (b) and covered by the terms and conditions of this Collective Agreement.

- (d) Any position not filled under L14.18 (b) or (c), shall be awarded to the most senior T.S.S. (based on date of hire) holding the necessary academic qualifications who applied under the process identified in L14.18 (b). Such employee will be paid the T.S.S. rate in accordance with L13.01 and covered by the terms and conditions of L34 in this Collective Agreement.
- (e) The parties agree that the order in L14.18 (b) (c) and (d) shall be the order in which summer and/or night school positions shall be awarded with (b) being the first step and (d) being the last.
- (f) The parties agree that a summer or night school position may be less than three and one half (3.5) hours per day/night and/or seventeen and one half (17.5) hours per week.

#### Transfer Process

- L14.19      The E.S.S. recognizes the Board's right to transfer employees within the same occupational classification to meet the needs of the system. Whenever possible, the Board shall consult with the employee and the E.S.S. President before the transfer is initiated and give the employee so affected twenty (20) working days notice in writing of such change. A copy of this notice shall be sent to the E.S.S. President.
- L14.20      (a)      Every employee requesting a transfer will submit **their** transfer form to the designated Human Resources Officer with a copy to the E.S.S. President. Employees may be allowed to transfer to another location in the same occupational classification if a vacancy in that location is present. An employee may also identify that **their** transfer is to be considered only if **their** position is eliminated. A transfer can also be used to increase hours and/or to decrease hours. All transfers honoured will be based on seniority. Transfer requests will be limited to four (4) requests on the transfer form. Such requests may include: individual schools, family of schools, city or county, and/or elementary or secondary panel.
- (b)      A request for transfer does not give an employee a claim to a transfer and the Board reserves the right to transfer employees to meet the needs of the system.

- (c) Applications for transfer will be accepted from April 1 to April 30 inclusive each year and will be valid for the following school year. Any application received after April 30 will not be considered. Notwithstanding the April 30 deadline, any employee hired to a permanent position or selected for a new occupational classification will have ten (10) working days to submit a transfer request based on **their** new position. The request will be considered on-time.
- (d) All transfer request forms will be date receipted by the designated Human Resources Officer and a copy of the receipted form will be provided to the E.S.S. President or designate no later than two (2) working days from date of receipt. If a submitted form requires a correction to any of the four (4) requests, a copy of the revised form shall be provided to the employee and to the E.S.S. President or designate no later than two (2) working days from the date of revision.
- (e) It is incumbent upon the employee to rescind the request for transfer. Failing such, the employee shall accept the transfer that has been granted.
- (f) In the event there are no transfer requests for increased hours on file, the Board will offer the additional hours of work to employees at that work location based on seniority.
- (g) (i) If it becomes necessary to downsize an occupational classification at a worksite during the staffing period, transfer requests to leave that worksite will be honoured first. If no transfer requests are on file the lowest senior employee in that occupational classification at that worksite will be moved.
- (ii) If it becomes necessary to downsize an occupational classification at a worksite after the staffing period is closed, the lowest senior employee shall be subject to a management transfer.

#### Ineligibility

- L14.21 An employee cannot apply for a position, request a transfer or file a Declaration of Interest for a position if, during the past six (6) months, **they have** had a disciplinary letter placed in **their** personnel file or had **their** probationary period extended.
- L14.22 An employee who was placed in a position under L14.05 **(a)** (i) as a result of seniority and was unable to successfully pass **their** Familiarization Period, shall not be able to apply for a position in that same occupational classification for the remainder of the current school year and the following

school year. In extenuating circumstances, the timelines may be shortened by mutual agreement between the Board and the E.S.S.

- L14.23 An employee who has had two (2) unsuccessful Declarations of Interest in an occupational classification shall not be able to apply for a position under L14.05 **(a)** (i) in that same occupational classification for the remainder of the current school year and the following school year. In extenuating circumstances the timelines may be shortened by mutual agreement between the Board and the E.S.S.

### **School Closure / Amalgamation**

- L14.24
- a) **When a worksite is going to be closed or amalgamated with another worksite, the employees from both worksites shall be merged into the new or amalgamated worksite. The employees' seniority shall not be affected by the closure/amalgamation of the worksites. The employees in the two (2) worksites shall have first (1<sup>st</sup>) rights to the amalgamated worksite.**
  - (b) **The employees affected in L14.24 (a) shall have an opportunity to fill in a Request for Transfer Form.**
  - (c) **Should there be a need to downsize the number of employees in the new worksite, the lowest senior employee(s) will be moved as per the transfer process.**
  - (d) **As soon as the Board becomes aware that a closure/amalgamation will affect more than two (2) worksites, the issue shall be brought forward to the Joint Union Management/Relations meeting to discuss staffing issues arising from such closures/amalgamations.**

### **L 15 – SURPLUS, LAYOFF AND RECALL**

- L15.01 The intent of the application of L15 is to minimize the impact of staff reductions. **These reductions may include but not be limited to, a reduction in an occupational classification, in an employee's hours of work and permanent status.**
- L15.02 If the Board intends to declare an employee redundant, surplus, or laid-off in an occupational classification, it will, as soon as possible, meet with the E.S.S. President, at a **Joint Union Management / Relations meeting**, to discuss the following in order to reduce the impact by:
- (a) inviting retirements;

- (b) accepting voluntary resignations;
- (c) offering leaves of absence to employees;
- (d) offering employees opportunities for alternate jobs within the Bargaining Unit;
- (e) offering employees the option of taking a reduced assignment/job sharing;
- (f) any other feasible, mutually acceptable options, **including the plausibility of Early Exit or Buy-Out Packages;**

L15.03 Reduction in an Occupational Classification – Within Staffing Period (as per L14.01 (b) (ii))

- (a) When the Board determines there will be an overall reduction in the full time equivalency (FTE) in an occupational classification, the Board shall declare the lowest senior employee redundant in that occupational classification.
- (b) The Board will complete the initial staffing process, including the honoring of transfer requests, as per L14. After completing the transfer requests, long-term temporary vacancies will be identified and filled according to seniority with the redundant employee identified in L15.03(a).
- (c) Should there not be sufficient long-term temporary vacancies to accommodate the redundant employee, **they** will have the following options:
  - (i) to move to a lateral or lower occupational classification, seniority permitting and subject to necessary qualifications and notwithstanding L14, the employee shall be given the option to immediately submit a transfer request to facilitate the staffing process. **If the employee is split between two occupational classifications because of .5 positions, the employee may submit a transfer request for both occupational classifications;**
  - (ii) when not accommodated under L15.03 (c) (i) the employee shall be placed on the Temporary Support Staff/ Recall List; or
  - (iii) to accept a lay off.

L15.04      Reduction in an Occupational Classification – Outside of Staffing Period  
(as per L14.01 (b) (ii))

- (a) When the Board determines there will be an overall reduction in the full time equivalency (FTE.) in an occupational classification, the Board shall then determine the FTE reduction at a specific location. The Board shall declare the lowest seniority employee in that occupational classification redundant at **their** work location.
- (b) An employee who has been declared redundant shall have the option to;
  - i. bump into the position of **their** choice of an employee within the same occupational classification with less overall seniority. In this bumping situation the employee shall provide to the Board by the end of the second work day, after receiving notice, **their** written decision regarding bumping (the employee must accept the employment status of the position they choose to bump i.e. full-time or half-time, (this process can not be used to increase hours); or
  - ii. fill a long-term temporary vacancy with the same employment status as offered by the Board, the employee will be subject to the staffing process for the following school year; or
  - iii. bump as per L15.04 (c)(i) if the employee does not provide **their** decision as per L15.04 (b)(i) and chooses not to fill a long-term temporary vacancy as per L15.04 (b)(ii).
- (c) The employee who is bumped by the procedure outlined in L15.04 (b)(i) shall be declared redundant and shall have the right to;
  - i. bump into the position of the employee with the least overall seniority working the same employment status (i.e. full-time to full-time) in the same occupational classification provided **they have** more overall seniority than the employee being bumped; or
  - ii. fill a long-term temporary vacancy with the same employment status as offered by the Board, the employee will be subject to the staffing process for the following school year.
- (d) An employee who is declared surplus in an occupational classification and who is not placed in a position under L15.04 (b) or (c) shall have the option to bump into the position of the employee with the least overall seniority in another occupational classification with the same salary rate, working the same employment status (i.e. full-time to full-time), provided the employee has the necessary qualifications for the position and more overall seniority than the employee being bumped.

- (e) An employee who is declared redundant in an occupational classification and not placed as per L15.04 (b) or (c), or an employee who has been declared surplus in an occupational classification and is not placed as per L15.04 (d) shall fill a long-term temporary vacancy, with the same employment status as offered by the Board in **their** occupational classification prior to exercising **their** bumping rights to a lower occupational classification. In such cases, the employee will be subject to the staffing process for the following school year.
- (f) An employee who is surplus in an occupational classification and who is not placed in a position as per L15.04 (b), (c), (d) or (e) shall have the option to:
  - i. bump into the position of the employee with the least overall seniority in the next lower occupational classification (which may include the Temporary Support Staff/Recall List) working the same employment status provided **they have** the required qualifications and more overall seniority than the person being bumped (as a result of the bumping process the employee may hold half-time positions in two (2) occupational classifications); or
  - ii. accept a lay off; **or**
  - iii. **terminate their employment with the Board, at which time the employee shall receive Severance Pay and the employee shall forfeit all rights under this Collective Agreement (except for entitlements already earned and/or otherwise mutually agreed to). The employee's relationship with the Board will be considered terminated at a mutually agreeable date.**

- L15.05 A redundant employee filling a long-term temporary vacancy identified in L15.03 or L15.04 shall not lose seniority, salary, in lieu of vacation, benefits, or any other entitlements afforded to the employee, under this Collective Agreement.
- L15.06 The rate of pay of employees who are bumped into a lower occupational classification will be red-circled for a period equal to six (6) working months after which time the rate of pay will be in accordance with L13.03 (c) and (d).
- L15.07 An employee accommodated under L15.03 or L15.04 will remain in **their** new occupational classification until such time as **they are** successful in applying for a position in another occupational classification or until such time as a permanent vacancy occurs in **their** original classification. This does not limit an employee's ability to fill long term assignments.

- L15.08 The Adult Assistant occupational classifications **is** exempt from the bumping process outlined in L15.03 and L15.04.
- L15.09 An employee hired to fill a sex designated position is not exempt from the bumping process as outlined in L15.03 and L15.04. Both parties agree the sex designation protects the position not the employee in the assignment.
- L15.10 A laid-off employee shall be given first opportunity, in seniority order, and subject to qualifications, for long-term temporary vacancies. The employee will be paid in accordance with L13 for that occupational classification. The employee will be placed at the appropriate grid step based on **their** experience within that occupational classification.
- L15.11 Unless legislation is more favourable to the employees, the Board shall notify employees in the initial lay-off, who are to be laid-off, thirty (30) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this **Local** Article, the employee shall receive salary, benefits and seniority for which work was not made available. This **Local** Article shall not apply to an employee who has chosen to be laid off under L15.03 (c) (iii) or L15.04 (f) (ii).
- L15.12 An employee **who bumps onto** the Temporary Support Staff/Recall List **as per L15.04 (f) (i)** will **continue to accumulate** seniority.
- L15.13 An employee who is laid-off and remains on a recall list shall be responsible for informing the Board and the E.S.S. President of any changes to **their** contact information.
- L15.14 A laid-off employee as per L15.03 or L15.04 whose recall rights have not expired must notify the designated Human Resources Officer by registered mail no later than April 1 of each year if **they** wish to remain on the recall list for the following school year. Failure to provide such notification shall result in the loss of recall rights.
- L15.15 The Board shall maintain and publish by May 1 of each year, a recall list of laid-off employees, including occupational classification for which the employee has recall rights, in seniority order, with a copy to the E.S.S. President.
- L15.16 The Board shall notify the employee being recalled by registered mail with a copy to the E.S.S. President. Such employee shall notify the Board of acceptance no later than seven (7) working days after receipt of recall notice. An employee, unable to notify the Board of acceptance within seven (7) working days due to injury, illness or other reasons deemed acceptable by the designated Human Resources Officer shall not lose future recall rights subject to L15.12.

- L15.17 An employee will be recalled in order of seniority from the most senior employee to the least senior employee, subject to being qualified, and as positions become available.
- L15.18 A laid-off employee may elect to continue to participate in the Benefit Plan (excluding LTD) at **their** own expense to a maximum of two (2) years from date of lay off.
- L15.19 A laid off employee shall have the right to refuse recall to a position offered by the Board based on county/city location, without prejudice to the employee's recall rights.
- L15.20 **The Board** shall not **hire or engage from** an outside source for permanent vacancies, long-term temporary work or casual work until employees laid-off have been given an opportunity for recall, subject to seniority and qualifications.

## **L 16 – HOLIDAYS**

- L16.01 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:

Family Day  
Good Friday  
Easter Monday  
Queen's Birthday (Victoria Day)  
\*Canada Day  
\*\*Civic Holiday  
Labour Day  
Thanksgiving Day  
The period between Christmas Eve Day and New Year's Day inclusive; (which will constitute no less than 6 paid days) and, any other day proclaimed by the Federal, Provincial or Municipal Governments as a general holiday.

Note\* In lieu of Canada Day payment will be allocated to the first unpaid day during the following Christmas break. **This day shall not be counted toward the minimum of six (6) paid days during the period between Christmas Eve Day and New Year's Day.**

Note\*\* For employees working summer hours.



- L16.02 An employee shall be paid for the above holidays at the regular rate of pay plus in lieu of vacation pay but excluding overtime.
- L16.03 Notwithstanding, L16.02, if an employee is required to work on a holiday(s), as outlined in L16.01, L25.02 (c) will apply for pay purposes.
- L16.04 An employee who is absent and receives sick leave and/or miscellaneous leave under L19, will be deemed to have worked the regularly scheduled working day previous to or following a holiday(s) as set out in L16.01, and will be eligible to receive pay for such holiday(s) without deduction from the employee's Sick Leave for that statutory holiday(s).

## **L 17 - LEAVES OF ABSENCE**

- L17.01 (a) An employee may be granted a leave of absence without pay and without loss of seniority if **their** written request is approved and received by the designated Human Resources Officer at least two (2) months prior to the requested leave. Such approval shall be in writing with a copy to the E.S.S. President. The time factor may be waived in cases of emergency, on compassionate grounds and/or in extenuating circumstances. Approval shall be subject to staffing requirements but shall not be unreasonably denied. If the employee wishes to remain on the Board benefit plan, the Board will recover the benefit premiums, from the employee, for the entire period the employee is away for leaves that are in excess of one month. An employee on an approved Leave of Absence or in a job sharing agreement, shall be allowed to submit a Transfer Request and/or a Declaration of Interest as outlined in L14.
- (b) Wherever possible, the start and or end date of any leave of absence should coincide with normal breaks in the school year. **For further clarification, normal breaks could be considered but not be limited to semester breaks, Christmas or March Break, Summer break.**
- (c) **An employee may request a leave of absence to begin or end at a time that meets the needs of their reason for requesting. The leave will not be unreasonably denied.**
- (d) (i) Within one (1) month of receiving a request for a leave under L17, the Board will notify, in writing, the employee and the E.S.S. President, whether the leave is approved or denied. **The Board shall not unreasonably deny the request.** In the event that a request is denied, the Board shall explain the reason for the denial in the written notification to the employee and the E.S.S. President.
- (ii) **When the request is submitted in cases of emergency, on compassionate grounds and/or in extenuating circumstances**

**and does not meet the two (2) month timeline as outlined in L17.01 (a), the Board shall provide an immediate verbal response to allow the employee to begin their leave, and the employee will complete a Leave of Absence Form as soon as possible. A copy of the approved form shall be sent to the employee and the E.S.S. President.**

- L17.02 (a) A full-time employee may request in writing to the designated Human Resources Officer to be considered for a half-time leave. Approval shall not be unreasonably denied. Employee benefits will be paid in accordance with L26.
- (b) Written requests of full-time employees requesting a half-time leave must be submitted by April 30th to be effective the following September. The time factor may be waived in cases of emergency on compassionate grounds and/or in extenuating circumstances.
- (c) Return to full-time employment will be automatic unless a further request is made under L17.02 (b) and approved in the time lines noted above. Return will be as per L17.04 (a), (b) or (c).
- L17.03 (a) If two employees in the same occupational classification wish to job share, the request may be granted one year at a time. The request must follow the same time lines as in L17.02 (b) and (c). Approval shall be subject to staffing requirements but shall not be unreasonably denied.
- (b) Only full time positions shall be considered for job sharing between two (2) employees. The salary, benefits and sick leave shall be pro-rated in accordance with the position's hours of work as per L26. The employee's seniority shall accrue on a full-time basis as per L7.
- (c) If one of the job sharers is absent, the other job sharer will be given the opportunity on a voluntary basis, to perform the absent job sharer's work after consultation with the Principal. If the job sharer elects to cover the absence, the job sharer will be paid for the additional hours worked at straight time up to the normal hours of work.
- (d) The position left vacant as a result of the job sharing will be filled as per L14.
- (e) Upon conclusion of the job sharing agreement, the job sharers will revert to their original positions, should the position(s) still exist and in accordance with L17.04.
- L17.04 (a) If the employee on an approved leave of absence returns within twelve (12) months from the date **they** began the leave, **they** will return to the

same occupational classification for which the person is qualified and took a leave from without loss of salary or seniority, excluding Union Leave under L6 and, if the position still exists in the same work location **they** held before the leave.

- (b) If the employee on an approved leave of absence returns after twelve (12) months but within twenty-four (24) months from the date **they** began the leave, **they** will return to the same occupational classification for which the person is qualified and took a leave from without loss of salary or seniority, excluding Union Leave under L 6. If the Board requests and the employee agrees to extend the leave past twenty-four (24) months from the date **they** began the leave, the employee shall be entitled to all rights under this **Local Agreement**. If there is no vacant position, the bumping provisions will be applicable.
- (c) If the employee on an approved leave of absence returns after twenty-four months from the date **they** began the leave, excluding employees on leave under L6 **they** will be appointed to a vacant position within **their** occupational classification, if one is available, without loss of salary or seniority. If there is no vacant position, the bumping provisions will be applicable.
- (d) Notwithstanding L17.04 (a), (b), and (c), an employee who is on sick leave, LTD, WSIB, or pregnancy plus up to one (1) year of parental leave, and returns to work within twenty-four (24) months or less from the date **they** began the leave, **they** shall return to **their** position in the same occupational classification and at the same location as long as the position still exists. If the employee does not return after twenty-four (24) months, **they** will be assigned “no location”.

L17.05 By mutual consent of the Board, an employee and the E.S.S., an employee may be seconded outside the Board. When an employee is seconded outside the Board, a secondment agreement will be signed by the outside employer, the Board, the employee and the E.S.S. outlining the terms and conditions of the secondment.

L17.06 Leaves may also be granted or extended under this **Local** Article to accommodate special circumstances for reasons approved by the Coordinator of Human Resources.

L17.07 An employee engaged in military service who requests a leave to perform military duties shall be granted a leave of absence. Upon completion of their military duties and notwithstanding L14, the employee shall return to the position they held prior to the leave of absence, at the same location, if the job still exists, in the same number of hours and subject to L14. The employee shall continue to accumulate seniority while on a leave to perform

military duties.

L17.08 X Over Y Leave Plan (Deferred Salary Leave Plan)

(a) Description

- (i) The X Over Y Leave Plan has been developed to afford employees the opportunity of taking a one (1) school year leave of absence with pay by spreading “X” years’ salary payments over a continuous “Y” year period.
- (ii) The X Over Y Leave Plan allows “Y” to be 3, 4, 5, 6, or 7 and “X” is one less than “Y”.
- (iii) An employee wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

(b) Qualifications

Any employee having three (3) years seniority with the Board is eligible to participate in the plan.

(c) Application

- (i) An employee must make written application to the Superintendent of Human Resources on or before January 31<sup>st</sup> requesting permission to participate in the plan.
- (ii) Written acceptance, or denial, of an employee’s request, with explanation, will be forwarded to the employee by April 1<sup>st</sup> in the school year the original request is made.
- (iii) Approval of individual requests to participate in the plan shall rest solely with the Board.

(d) Salary Prior to the Year of Leave

- (i) During the years of the plan prior to taking the leave, an employee will be paid X over Y of **their** proper hourly wage plus in lieu of vacation pay calculated weekly including COLA if in effect. The remaining 1 over Y of hourly wage calculated weekly and applicable allowances will be accumulated and invested by the Board in an individual leave plan account. This account will also accumulate interest.
- (ii) The calculation of interest for the leave plan account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Board deals.

- (iii) An employee will be provided with an annual statement of **their** leave plan account each September; however, an employee does not have access to or a right to the funds in the leave plan account until the year of leave or withdrawal from the leave plan.
- (e) Benefits During Participation in the Plan
  - (i) The Board will pay 100% of its share of the employee's benefit costs in the non-leave years of the plan.
  - (ii) Employees will pay 100% of the employee benefit costs during the year of leave.
  - (iii) Employee benefits will be maintained by the Board during the leave of absence; however, such benefits shall be paid by the employee through payroll deduction during the year of the leave.
- (f) The amount received by an employee during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under the *Income Tax Act*, interest shall be accrued and reported for tax purposes annually. During the year of leave, the employee will be paid as per the E.S.S. pay schedule.
- (g)
  - (i) On return from leave, an employee will be assigned to **the** same position as per L17.04 (a).
  - (ii) An employee participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
  - (iii) Sick leave credits will not accumulate during the year spent on leave.
  - (iv) Should an employee die while participating in the plan, any monies accumulated, plus interest owed, at the time of death will be paid to the employee's beneficiary as indicated on the group life certificate.
  - (v) No employee will be granted leave under this plan who has been on an X Over Y leave and has not fulfilled all of the requirements of **their** previous leave.
  - (vi) An employee who is subject to lay-off, as per L15, while on the first or second year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be

made within sixty (60) days of withdrawal from the plan.

- (vii) An employee may withdraw from the plan any day prior to taking **their** leave of absence upon a sixty (60) day notice in writing. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the employee within sixty (60) days of notification of **their** desire to leave the plan.
- (viii) The Y year is treated as broken service, purchased as double contributions by the employee enrolled in OMERS; therefore, during the year of leave there are no OMERS deductions taken.
- (ix) During the Y year, the Board must deduct the regular amount determined by TPP from employees and make payment to the TPP on the salary they would have earned during the leave period.
- (h)
  - (i) In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Board may defer the year of the leave to a maximum of one (1) year. In this instance, an employee may choose to remain in the plan or **they** may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.
  - (ii) The employee may, at **their** discretion, defer the year of **their** leave for one (1) year. The Board will be notified in writing prior to April 1 of the year in which the leave was to occur.
  - (iii) Should deferral pursuant to L17.08 (h) (i) or (ii) result in a leave of absence being taken past the maximum number of years of the plan, an employee will receive full salary, allowance and benefits during the maximum number of their participation in the plan and any monies accumulated in the employee's leave plan account by the end of the year prior to the Y year will continue to accumulate interest until the leave is taken. The amount received by the employee during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under no circumstances shall the plan be extended beyond the maximum number of years.
- (i) No variations to the plan as outlined above will be entertained by the Board.
- (j) The year of leave cannot be taken in the year prior to retirement as stipulated in the *Income Tax Act*.

#### **L17.09 Family Medical Leave/Compassionate Care Benefit / Organ Donor Leave**

[Refer to Central Terms C11](#)

- (a) Family medical leave, Compassionate Care Benefits, and **Organ Donor Leave** are provided and paid in accordance with the *Employment Standards Act (E.S.A.) and the Employment Insurance (E.I.) Act*.
- (b) An employee who is receiving Compassionate Care Benefits shall continue to accumulate seniority and service and the Board will continue to pay its share of the premiums of the subsidized employee benefits, including pension, if matched by the employee per OMERS regulations, in which the employee is participating during the leave.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on Compassionate Care Benefits, the employee shall return to **their** former position. The employee will have all rights and provisions granted to him/her under this collective agreement as if there had been no break in service.
- (d) For further information refer to the *Employment Standards Act* and the *Employment Insurance Act*.

**L17.10 An employee who assumes or posts to a position outside the E.S.S., within the Board or outside the Board, on a temporary or permanent basis, shall be required to request a leave of absence according to L17. Return to the E.S.S. will be in accordance with L17, unless otherwise noted in the Collective Agreement.**

#### **L18 - PREGNANCY/ADOPTION/PARENTAL LEAVE**

[Refer to Central Terms Letter of Agreement #9](#)

- L18.01 The Board will grant pregnancy/adoption/parental leaves according to the requirements of the *Employment Standards Act*.
- L18.02 A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. 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.
- L18.03 (a) The maximum length of a pregnancy/adoption/parental leave shall not

exceed two (2) years and shall terminate on a date mutually agreed to by the employee and the Human Resources Manager or **their** designate. The return date will be determined prior to the commencement of the leave.

- (b) In special circumstances, a leave of absence beyond that provided for in 18.03 (a) may be granted pursuant to L17 by the Human Resources Manager or **their** designate upon a request by an employee. Such leave to terminate on a date mutually agreed by the employee and the Human Resources Manager or **their** designate but not to exceed beyond the end of the school year.
- L18.04 The Board shall provide for employees on pregnancy leave, a supplementary employment insurance benefit plan approved by Human Resources Development Canada. For each week of the two-week mandatory waiting period, the plan will pay a sum equal to **100%** of the employee's rate of pay including in lieu of vacation pay. The supplementary employment insurance benefit plan payable during the employee's mandatory waiting period shall be paid whenever the waiting period falls in their Employment Insurance claim.
  - L18.05 In addition to the supplementary employment insurance benefit plan and for pregnancy leave only, the Board will pay a "top-up" amount for a maximum 6-week period immediately following the birth of a child.
  - L18.06 The "top-up" pay will be the difference between what an employee received from the Employment Insurance (EI) and her regular wage for the 6 weeks.
  - L18.07 To receive top-up pay from the Board, the employee must forward to Human Resources proof of receipt of EI maternity benefits. An application for pregnancy leave as well as a medical certificate identifying the expected date of birth is required prior to the employee taking their leave.
  - L18.08 The pay will not exceed the amounts specified in L18.06 above.
  - L18.09 If not eligible for EI, the employee will be entitled to regular compensation from the employee's accrued sick leave bank for a maximum of 6 weeks or days accrued in their sick leave bank.
  - L18.10 The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the *Employment Standards Act*, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under 18.03 (a) or (b).
  - L18.11 An employee on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and the Board's contribution to benefits for



the maximum weeks allowable, in accordance with the *Employment Standards Act*.

- L18.12 For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the *Employment Standards Act*, seniority shall continue to accumulate per L17.
- L18.13 (a) The entitlement to pregnancy leave shall apply to any pregnant employee who started employment with the Board at least thirteen (13) weeks before the expected birth date.
- (b) The entitlement to adoption/parental leave shall apply to any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.
- L18.14 Sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave except for illness or disability verified by a physician except as specified above.

## **L 19 - MISCELLANEOUS LEAVES**

L19.01 In the following requests for leave without loss in pay, an employee will complete the Board's Request for Absence Form and submit it to the designated Human Resources Officer. In emergency situations, a telephone call or email to the designated Human Resources Officer will suffice but must be followed by a completed Request for Absence Form. The Board reserves the right to request additional documentation to substantiate leaves in L19.01 (a) through (i). Leaves under L19.01 will be approved without loss of salary, benefits and/or seniority and without deduction of sick leave credits. The employee shall not be entitled to leave under L19.01 during the period of schedule inactive employment.

<u>Reason</u>	<u>Maximum Allowance</u>
(a) Death of spouse or equivalent, child or parent, sibling, mother-in-law, father-in-law, grandchild, total dependant, guardian or a person who was considered to be equivalent to those identified above. Additional days may be granted by the designated Human Resources Officer when required for traveling, when requested in advance.	five (5) consecutive week days immediately following death, per occurrence
(b) Death of a member of an employee's or spouse's three(3) or equivalent's immediate family not listed above. consecutive	

This may include a sister-in-law, brother-in-law, son-in-law or daughter-in-law, or grandparents. Additional days may be granted by the designated Human Resources Officer when required for traveling, when requested in advance.

week days  
immediately  
following death,  
per occurrence

- (c) Funeral of a friend or relative not mentioned above. Additional days may be granted by the designated Human Resources Officer when required for traveling, when requested in advance.
- one (1) day  
per occurrence

Note: It is understood that days under L19.01 (a), (b) and (c) may be taken for all observances and rituals associated with one's religious/cultural beliefs such as but not limited to: funeral services, memorial services, visitation and/or ceremonies. In special circumstances, with prior approval of Human Resources or designate, exceptions may be made to L19.01 (a), (b) and (c) to vary the requirement for consecutive days immediately following the death.

- (d) Paternity/Adoption Leave - such as the birth or adoption of one's own child,
- two (2) days  
per occurrence
- (e) (i) Examinations, Education  
Additional days may be granted at the discretion of the designated Human Resources Officer when required for traveling.
- up to one (1) day per  
examination, depending on  
time and place
- (ii) Post Secondary graduation of self, spouse or equivalent.
- one (1) day per  
per occurrence  
depending on time  
and place
- (f) Quarantine
- period certified by the  
Ministry of Health
- (g) Court appearance and other tribunals- if not a party to the action, but if summoned as a witness
- period required by  
the court/tribunals
- (h) Jury duty
- period required by  
the court

Note: In the case of L 19.01 (g) and (h), the employee shall pay over to the

Board any fees the employee shall receive from the Court as compensation for the employee's time, exclusive of traveling expenses and living expenses.

- (i) Special circumstances where the transaction could not be conducted on other than school time at the discretion of the designated Human Resources Officer. maximum of four (4) days per school year

L19.02 An employee will be entitled up to, two (2) personal leave days each school year with the approval of the designated Human Resources Officer. These days shall not be unreasonably withheld and shall not be used to extend any other type of leave, Christmas, March Break, summer holiday and/or statutory holidays (i.e. Thanksgiving, Easter, Victoria Day). Exceptions may be approved by the Coordinator of Human Resources. These days will be allowed without the loss of salary, sick leave, benefits or seniority, but at the cost of supply coverage. The employee shall reimburse the Board for the cost of a T.S.S., whether a T.S.S. is placed or not. The employee shall make such a request 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.

L19.03 Leaves may also be granted or extended under this **Local** Agreement to accommodate special circumstances for reasons approved by the Coordinator of Human Resources.

## **L 20 - SAFETY**

L20.01 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.

L20.02 The Board will make reasonable provision for the safety and health of its employees during their hours of work. Suggestions received from the Union regarding dangerous conditions will be investigated and, if found to be hazardous, all reasonable effort will be made to effect a correction.

L20.03 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee. The designated Human Resources Officer will notify the E.S.S. President or designate by the end of the work day, when an employee is taken by ambulance to the hospital, when they are made aware.

- L20.04 An employee who is injured during working hours and is unable to continue work on the certification of a doctor shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.
- L20.05 The Board and the E.S.S. agree that incidents involving aggression or violence towards or upon an employee may be brought to the attention of the Joint Occupational Health and Safety Committee.
- L20.06 It is incumbent upon the employee to participate in training on the use of equipment provided to employees on paid work time excluding lunch and breaks.
- L20.07 The Principal will notify E.S.S. employees as soon as a case of Fifth Disease is reported in the workplace. If necessary the employee will be reassigned as per the Board protocol.
- L20.08 The E.S.S. may bring forward to the Human Resources Officer or designate health and safety concerns related to the E.S.S. employees.
- L20.09 For those employees appointed by the Union for the purpose of fulfilling the duties of the Occupational Health and Safety Act, the E.S.S. employee is entitled to a replacement for up to half a day for each quarterly meeting of the Joint Health and Safety Committee including preparation time for the meeting.**

## **L21 - WORKPLACE SAFETY AND INSURANCE**

<p><a href="#">Subject to Central Terms C12 (Sick Leave)</a> and <a href="#">Letter of Agreement #9</a></p>
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- L21.01 (a) When an employee is injured during the performance of **their** duties and is unable to perform such duties and receives approval for loss of earnings benefits under the Workplace Safety and Insurance Act, the employee will receive from the employer an amount which, after all deductions have been made, is equal to what the employee would otherwise have received.
- (b) Upon Workplace Safety and Insurance Board approval, the employee's sick leave reserve shall be adjusted in accordance with the Workplace Safety and Insurance award and the employee will continue to receive payments in accordance with that award.

- (c) Should the employee not have sufficient sick leave credits the employee may be granted an advance of sick leave credits up to thirty (30) days in accordance with the Sick Leave Plan L26.19 (j).
  - (d) If the claim is pending approval, denied or approved by the Workplace Safety and Insurance Board and the employee does not have enough sick leave credits to cover the absence, then the employee will be removed from payroll. If necessary, any adjustment in salary will be in accordance with L13.05.
- L21.02
- (a) It is agreed that when an employee receives approval for a WSIB permanent disability loss of earnings benefit and is unable to work, the employee will receive an amount which, after all deductions have been made, is equal to what the employee would have received.
  - (b) Employees who receive payments under L21.01 or L21.02 (a) will be entitled to the Board's contribution to benefits.
- L21.03
- It is understood and agreed that L21.02 will apply so long as the employee has sick leave credits. In the event that the sick leave credits are exhausted, the employee will receive the WSIB award.
- L21.04
- This **Local** Article is subject to any policy or regulation change specifically as it relates to the following Acts; Workplace and Insurance Act, The Ontario Health and Safety Act, and the Municipal Freedom of Information and Protection of Privacy Act.
- (a) The Board will provide the E.S.S. President or designate, information pertaining to member's workplace injuries within ten (10) working days of notification of an injury.
  - (b) The Board will provide to the E.S.S. President or designate notification of Return to Work as soon as possible:
    - (i) Name of Worker
    - (ii) Location
    - (iii) Date of Return to Work
    - (iv) Type of Accommodation
  - (c) The Board will provide such information, as referenced in L21.04 (b), by e-mail transmission to the E.S.S. President or designate, during the normal reporting process.
  - (d) When such meetings are deemed necessary, the WSIB Officer will involve the E.S.S. President or designate, in meetings of workplace accommodation.

- (e) The Board shall use its best efforts to place an employee on modified work at the employee's pre-injury location, position and hours of work.
- L21.05 The Board's WSIB Officer and the E.S.S. President or designate shall meet regularly to review the status of WSIB claims.
- L21.06 Each September, or as needed, the WSIB Officer, E.S.S. President and the Coordinator of Human Resources or designate will meet to discuss Accommodation/Restriction issues for individuals requiring workplace accommodations. A copy of the employee's restrictions will be sent to the E.S.S. President.
- L21.07 In accordance with WSIB regulations and policy, in the event the employee receives a non-economic loss payment from WSIB and such decision is appealed by the Board successfully, the Board will not recover such payment from the employee.

## **L 22 - MODIFIED WORK**

- L22.01 The Board agrees to consult with the E.S.S. in its efforts to establish modified work for an employee covered by this Collective Agreement.
- L22.02 Where **an employee** is absent due to a disability (either temporary or permanent) **or is absent over five (5) consecutive workdays**, and restrictions and/or accommodations are required for **their** safe return to work, the following shall be followed:
  - (a) The Board, the Union and the **employee(s)** will cooperate to ensure employees return to active employment as soon as possible. Where another **employee(s)** could be affected by the return to work the Union and the employer will meet prior to the return to work to discuss the matter
  - (b) Prior to returning to work, **an employee** will need to provide **their** physician with a job description for the member's occupational classification and such other documentation that may be available that indicates the demands of the job. The medical doctor will provide a doctor's note and any related documents, confirming **their** ability to return to work and/or any restrictions or accommodations required for **their** safe return to work. These forms will be provided to the **Disability Management Officer** prior to **their** return to work. The employee shall endeavor to provide the above information to the **Disability Management Officer** a minimum of one (1) week prior to the scheduled return date.

- (c) It is understood that it is both the Board and the employee's obligation to ensure when an employee returns to work with restrictions that the restrictions are adhered to.
- (d) (i) In cases where an employee submits an ambiguous and / or conflicting medical note(s) the Board reserves the right to request an independent medical examination (IME) with a doctor agreed to by the employee and/or a functional abilities evaluation (FAE). The cost of the IME and/or FAE shall be paid for by the Board. In the event that the IME and/or FAE confirms the ability of the **employee** to return to work with the initial restrictions confirmed, sick leave days shall be restored or the **employee** paid as the original return to work date.
- (ii) **Upon the request of the employee, the Board shall forward a copy of the FAE and/or IME to the employee.**

L22.03 In the event that an employee, who is not seeking to be moved from their present location either on a temporary or permanent basis, is moved to accommodate another employee due to a modified work assignment or accommodation, the Board shall make effort to minimize the effect on the displaced employee. The Board will attempt to return the displaced employee back to **their** previous location in the next staffing period unless the employee requests a move to a new location subject to L14.

### **L 23 - TUITION ASSISTANCE**

L23.01 Employees have access to tuition assistance in accordance with Board Policy.

L23.02 **It is understood that all courses (either compulsory or elective) leading to the employee's certificate, diploma or degree will be reimbursed in accordance with the Board Policy on Tuition Assistance.**

L23.03 A copy of the Board's response to an employee's Tuition Assistance Request will be forwarded to the E.S.S. President.

### **L 24 - PROFESSIONAL DEVELOPMENT**

L24.01 (a) A professional development fund for the E.S.S. will be established annually in accordance with Board Policy.

(b) The Board will allocate a minimum of twenty four thousand (\$24,000) annually thereafter for the E.S.S. individual professional development fund. The cost of supply coverage will be covered by the Board and not recovered from the Professional Development Funds.

- (c) The professional development fund will be available to all E.S.S. employees and will be utilized for leave of not more than two (2) consecutive days duration. Notwithstanding this, application beyond two (2) days absence may be approved by the Superintendent of Special Education.
- (d) The Board agrees that any surplus up to **twenty thousand (\$20,000)** remaining in the individual PD Account at the end of a school year shall be accrued and available for use by **employees** in the following school year. Such amount shall be in addition to the funding identified in L24.01 (b).
- (e) The Board and the E.S.S. shall meet once a year to review the Protocol and Procedures used for the E.S.S. individual PD fund. The E.S.S. representatives will include, but not be limited to, the E.S.S. President and the E.S.S. Treasurer or E.S.S. Executive member assigned to oversee the individual PD account.
- (f) **The Board agrees to support and provide the necessary resources for a Federation/Board organized PD day through collaboration and co-planning. The agenda shall be approved by the Superintendent of Special Education Services and/or designate.**

## **L 25 - WORKING CONDITIONS**

- L25.01 (a) The work year for all permanent employees shall be no less than the legislated instructional days as defined by the *Education Act and Regulations*, all professional activity and early release days and holidays as defined in L16.
- (b) (i) The work week for full-time employees will be thirty-five (35) hours Monday to Friday inclusive with up to one (1) hour of continuous and uninterrupted unpaid time for lunch per day. The employee's lunch break shall be scheduled between the hours of 11 a.m. and 1 p.m.
  - (ii) The work day for full-time employees shall be seven (7) continuous hours (excluding lunch), consistent with the normal hours of school operation. Exceptions may be made with the consent of the Board, the employee and the Bargaining Unit.
  - (iii) Employees who work thirty-five (35) hours per week or seven (7) hours per day shall be entitled to two (2) fifteen (15) minute paid rest periods per day at times determined by their Superintendent/Principal/Manager after consultation with the employee. Such rest period shall be scheduled as close as



possible to the midpoint of each half of the employees' work day.

- (iv) Employees working as Early Childhood Educators shall have their breaks and lunches scheduled during non-instructional time. All efforts will be made to schedule an ECE's breaks and lunches to coincide with the nutritional breaks for students and not interfere with instructional time.
- (c)
  - (i) The work week for half-time employees shall be seventeen and one half (17.5) hours Monday to Friday inclusive. Employees shall be entitled to one (1) fifteen (15) minute paid rest period per day at a time determined by their Superintendent / Principal / Manager after consultation with the employee. Such rest period shall be scheduled as close as possible to the midpoint of the employee's hours of work.
  - (ii) Notwithstanding L25.01 (c) (i), employees who work half-time but work a full day every other day, shall be entitled to breaks as outlined in L25.01 (b) (iii) and hours of work as per L25.01 (b) (i) (ii).
- (d) The starting and finishing times in each location for E.S.S. employees shall be as determined by the Superintendent/ Principal/Manager or **their** designate after consultation with the employee and must be consistent with the normal hours of school operation.
- (e) Notwithstanding L25.01(b) Superintendents/Principals/Managers experiencing difficulty scheduling lunch for one or more employees due to programming/departmental needs, may in consultation with the employee(s) affected, shorten the lunch period to no less than thirty (30) continuous and uninterrupted minutes. In such situations an employee that has been unable to take up to one (1) hour of continuous and uninterrupted unpaid time for lunch shall have **their** start/quit time adjusted by an amount equal to the amount of unused lunch period provided however, that the requirements under L25.01(b) or (d) are met.
- (f) Balance School Days
  - (i) Notwithstanding L25.01 (b) (i) (ii) (iii) (c) and (d), an employee working in a school that follows the balanced day schedule, may have **their** breaks scheduled as one (1) paid thirty (30) minute continuous and uninterrupted break and one (1) unpaid thirty (30) minute continuous and uninterrupted break.
  - (ii) If the Superintendent/Principal/Manager and employee mutually

agree, the employee's paid and unpaid breaks may be divided into a forty (40) and twenty (20) minute break.

(iii) If the Superintendent/Principal/Manager and employee mutually agree to have **the employees'** breaks scheduled as outlined in L25.01 (f) (i) or (ii), the employee's start and/or end times shall be adjusted as outlined in L25.01 (e).

(g) Employees who travel from one work location to another as a requirement of their position will be entitled to claim mileage in accordance with Board policy and will also be allowed an appropriate amount of travel time as determined by the Principal(s) in consultation with the employee. Such travel time will take into account the posted speed limits and weather conditions. This time shall be included as part of their hours worked each day, exclusive of lunch and rest periods. This does not include situations where the employee, at their own option, posted for, accepted a half time Declaration of Interest or requested a transfer to two or more separate positions with separate work locations.

(h) Permanent employees who are required to travel to two or more locations in one day will be paid mileage at the Board mileage rate for the extra mileage incurred. This could include, but not be limited to: Early Release Day sessions, training, Professional Development and/or meetings with agencies.

L25.02 (a) All approved time worked outside of the regular work week of thirty-five (35) hours shall be deemed to be overtime. Overtime will be paid at a rate of time and one-half the employee's regular rate of pay for work performed, with prior authorization by the appropriate Superintendent or **their** designate.

- (i) in excess of their scheduled work day of seven (7) hours; or
- (ii) on Saturday.

(b) Notwithstanding L25.02 (a) (i) E.S.S. will work the evening of parent/teacher interviews at their regular work location, in addition to their normal work day, during Parent-Teacher Interview dates. They shall receive the equivalent time off in lieu on the Board's next scheduled Professional Development Day. It is understood that formal professional development/training will not take place on this evening.

(c) Scheduled overtime at the rate of two times the employee's regular rate of pay will be paid for authorized work performed on behalf of the Board on a Sunday or statutory holiday as defined in L16.

- (d) Whenever possible the Superintendent/Principal/Manager shall make every effort to distribute overtime equitably.
  - (e) An employee who is required to work a minimum of two (2) hours overtime, over and above any seven (7) consecutive hours, in addition to receiving time and one-half shall be entitled to an additional thirty (30) minutes of overtime at time and a half for meal allowance.
- L25.03 With the approval of the appropriate Superintendent/Principal/Manager, overtime may be taken as time off at the rate accumulated. Employees shall be allowed to accumulate overtime. Such overtime shall not exceed the equivalent of thirty-five (35) hours at any given time and cannot be carried over into the next school year. Such hours will be taken as time off at a time mutually agreed by the employee and the supervisor. Failing mutual agreement between the employee and the supervisor, with the written approval of the appropriate Divisional Superintendent, the hours will be paid at the appropriate rate.
- L25.04 Employees will be eligible for a mileage allowance for pre-authorized business travel in accordance with Board Policy and subject to L25.01 (f) and (g).
- L25.05 Where an employee is required by the employer or the Ministry to take a course to renew or replace existing qualifications, the employer shall pay along with salary plus in lieu of vacation pay and benefits the following expenses:
- (a)
    - (i) the tuition of the course or workshop;
    - (ii) costs of learning materials;
    - (iii) where the employee must stay away from home, the cost of travel, accommodation and meals.
  - (b) The last scheduled paid day in June shall be used for an employee to attend meetings at **their** current or new work location, and/or to prepare for **the** upcoming September placement. It is understood the Board may use this day to schedule an employee to attend a previously scheduled mandatory training for which the employee was absent (ie BMST).
- L25.06 When an employee covered by this Agreement is required to wear a uniform/special clothing, including approved Personal Protective Equipment (PPE), in the performance of **their** duties, the uniform/special clothing will be paid for and supplied by the Board in each school year.

- L25.07 If it is decided to keep the schools open but to cancel transportation, all employees will be expected to make every effort to report to their work locations. If employees cannot report to work they are to call their supervisor. If during the day, road conditions improve so that employees can report to their work location, they are expected to do so.
- L25.08 In a situation of a school closure, no employee will lose pay, **in lieu of vacation pay, benefits, seniority, OMERS, TPP** or sick leave.
- L25.09 An employee will be replaced from the first day of absence unless it is deemed that a replacement is not necessary due to, but not limited to; P.D. Days, student absence/illness or other reasons as mutually agreed upon.
- L25.10 The Board and the E.S.S. agree that participation in extra-curricular activities/functions is voluntary and optional.
- L25.11 **(a) The parties agree that subject to job descriptions, the employees of the E.S.S. Bargaining Unit are hired and assigned to work with identified students. As such, the Board will maintain its practice in that employees of the E.S.S. Bargaining Unit shall not perform general supervision.**
- (i) a Child and Youth Worker may be assigned supervision to promote social skills and positive peer interactions**
  - (ii) a SWDHH may be assigned supervision of deaf/hard of hearing students**
  - (iii) an ECE may be assigned supervision of JK/SK students**
  - (iv) an EA or DSW may be assigned supervision of identified students.**
- (b) The Board further commits that at present time there are no plans to change to general supervision for the Educational Support Staff.**
- (c) Notwithstanding (a) and (b) above, if changes to the Board's philosophy on general supervision become necessary they will consult with the E.S.S. President prior to the implementation of such changes.**
- (d) At no time shall an E.S.S. employee cover a teacher's break or preparation time. Both parties agree that should there be regulatory and/or legislative changes the Board may be required to schedule E.S.S. to do such coverage.**
- (e) All duties assigned to the E.S.S. will be divided equitably amongst all E.S.S. employees in a school.**

- (f) General supervision will not interfere with the instructional time with identified students.
- (g) This does not diminish an employee's obligation to assist in emergency situations, including provisions under the Safe Schools Act.

## Demonstration Sites

- L25.12
- (a) It is understood that any location which is chosen to be a Demonstration Site will only be used to allow other Board employees to observe "best practices" used in that site.
  - (b) Performance of E.S.S. employees shall not be evaluated during observation periods.
  - (c) At no time will covert video cameras or audio technology be used to observe the site or classroom.
  - (d) The Board agrees that any observation methods, other than direct in classroom observations, which could be, but not limited to, one or two way mirrors, use of cameras, live video feed and/or closed circuit technology shall be discussed with E.S.S. employee(s) prior to implementation, and the employee(s) shall be told of such observations each time an observation is to take place.

## L 26 - EMPLOYEE BENEFITS

### **Sick Leave**

[Refer to Central Terms C12 Sick Leave, Appendix B Abilities Form, Letter of Agreement #1](#)

### **Benefits**

[Refer to Central Terms C10, Letter of Understanding #2](#)

The Board will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until Employees' Participation Date in the Trust.

### L26.01 Pension

In addition to the Canada Pension Plan, all permanent employees except those required to contribute to the Ontario Teachers' Pension Plan, shall join the Ontario Municipal Employees Retirement System and the Board and the employee shall make contributions in accordance with the provisions of the plan. In the event that legislation allows for Supplemental Contributions, the

parties agree to establish a joint committee to study the impact on the Board and E.S.S. employees and to make recommendations.

L26.02 Hospital and Medical Insurance Plans

- (a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above O.H.I.P. and/or Workplace Safety and Insurance Plan.
- (b) The Board will pay the full premium cost of:
  - (i) An Extended Health Care Plan for employees and their dependents which provides coverage over and above O.H.I.P. including enhanced out-of-Canada coverage. The deductible during any given year shall be \$10 per individual or \$20 per family.
  - (ii) A generic prescription plan for employees and their dependents whereby local pharmacists receive a flat amount of \$2.00 per prescription. On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs. The drug plan will include coverage for oral contraceptives. All extended health benefits currently covered to a yearly maximum of \$420.00 will be increased effective September 1, 2010 to a yearly maximum of \$550.00.

L26.03 Group Life Insurance

- (a) The Board will pay the full premium cost of a group life insurance plan which provides for \$80,000 straight term coverage. Coverage will be reduced to \$10,000 at age 65 and will cease at age 70.
- (b) Optional group life insurance will be offered to employees at their expense. The maximum optional group life insurance will be \$250,000 in \$25,000 segments 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.
- (c) Subject to the approval of the Insurance Company, in the event of an employee becoming totally disabled according to the terms of the master group life contract, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of the coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement, whichever comes earlier.

- (d) Optional dependents life insurance will be offered to the employees at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse/partner and \$5,000 for each dependent and will be subject to the minimum requirement of the insurance carrier.

L26.04 Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their 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), preventive orthodontics (space maintainers).
- (b) The Board's dental plan shall provide for a nine (9) month recall visit.
- (c) 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.

NOTE: The annual limit for L26.04(a), (b) and (c) will be \$1,800.00. Effective September 1, 2010, the annual limit shall be increased to \$2,500.00.

- (d) The Board will pay 100% of the premium cost for orthodontics, for dependent children under the age of 19 only (50% co-insurance to a lifetime maximum of \$1,800.00). Effective September 1, 2010, the lifetime maximum shall be increased to \$2,500.00).

L26.05 Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for vision care plan. The plan will pay a maximum of \$450.00, towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses or the purchase of contact lenses in lieu of eyeglasses, laser surgery, eye exams or any combination thereof. The full benefit is available at two year intervals to commence from the date of most recent purchase made under the vision care plan.

- L26.06 The benefits provided in L26.02 to L26.05 shall be in accordance with those stipulated in the respective insurance policies.

- L26.07 Employees who retire prior to age 65, wishing to retain benefits up to age 65, may have the option of enrolling in the group benefit plan established for retired employees. Premiums will be paid by employees. The application is subject to approval by the insurer and the receipt of monthly post-dated cheques for the premiums.
- L26.08 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 **they** attain the age of 65 years and shall pay the full premium cost to maintain such participation under the group contracts.
- L26.09 If an employee is absent from work for more than a full school year because of illness, accident or injury, **they** shall continue to accumulate seniority during that absence but shall not accumulate credit for service or sick leave. Such employee will be placed on an indefinite leave of absence. An indefinite leave of absence shall continue until the employee proves satisfactorily to the Board that **they are** able to return to work or until the employee retires.
- L26.10 All applicable premiums for ten (10) month employees shall be paid by the Board during the period of scheduled inactive employment.
- L26.11 If an employee is laid off under L15.04 (g), all benefits will be covered by the Board to the end of the month in which the lay-off occurs.
- L26.12 Long Term Disability
- (a) The Board's present L.T.D. plan covering employees under the age of 65, will continue and the Board shall pay 100% of premium costs of the L.T.D. plan.
  - (b) While an employee is receiving salary under the Sick Leave Plan, or while on L.T.D. the Board will continue to pay the portion of the premiums of the benefits outlined in L26.02, L26.03, L26.04 and L26.05.
  - (c) When Union involvement is requested by the employee, the Board will involve the Union in meetings pertaining to return to work programs when such meetings are deemed necessary.
- L26.13 Within sixty (60) days of the signing of this Agreement, or as soon thereafter as possible, the E.S.S. will be provided with copies of all insurance policies negotiated between the Board and carrier related to employee benefits provided for in L26.



- L26.14 The Board agrees that, should insurance carriers be changed during the life of this Agreement, the benefit coverage shall not be less than that provided under this Collective Agreement and the Master Insurance Policy W80012 which was in effect at the time of the ratification of this Agreement. In case of a change in carrier, the Board shall provide the E.S.S. with copies of all new Master Insurance Policies.
- L26.15 All permanent employees are eligible to enroll in the Board Benefit Plan as set out in L26. Employees employed on other than a full-time basis, as defined in L25.01, shall be paid at the rate of pay for their position with the Board share of the premium cost of all employee benefits prorated in the same ratio as their weekly hours bear to thirty-five (35) hours per week.
- L26.16 Employees working less than half time (17.5 hours Monday to Friday inclusive) may be eligible for prorated dental and medical benefits provided that the Board is able to procure coverage. Employees working less than half time will not be eligible for group life and long term disability coverage.
- L26.17 Where dependents are indicated in coverage, they are defined to include children up to age 25 provided they are full-time college or university students or enrolled in an accredited post-secondary institution.
- L26.18 **(a)** An employee on extended sick leave shall be required to apply for Long Term Disability (L.T.D.) benefits and shall not be allowed to use sick leave credits if **they are** eligible for L.T.D. benefits.
- (b)** An absence of more than five (5) working days or more must be certified by a medical practitioner.
- L26.19 All employees shall be entitled to full coordination of benefits.
- L26.20 All above benefits shall be in accordance with the Master Insurance Policy.

## **L27 - RETIREMENT GRATUITY**

Retirement Gratuities were frozen as of August 31, 2012. An employee is not eligible to receive a sick leave gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to service gratuities or RRSP contributions) after August 31, 2012, except a sick leave gratuity that the employee had accumulated and was eligible to receive as of that day. [Refer to C9- Vested Retirement Gratuity and Appendix "A" of the Central Agreement](#)

- L27.01 In case of retirement with pension or death while in the employ of the Board, the Board shall pay an allowance to a maximum of 50% of the employee's salary as follows:
- (i) in the case of retirement, payment shall be made to the employee provided that the employee has at least ten (10) years' service with the Board;
  - (ii) in the case of death, payment shall be made to **their** named beneficiary or estate, which will be paid in its entirety in one (1) payment.

L27.02 The amount of retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times \frac{C}{2}$$

- A - Cumulative sick leave at retirement or death
- B - Years of service with the Board. Fractional years, unless in the employee's first or final year of service, will be counted as full years.
- C - Annual salary plus in lieu of vacation pay, at retirement or death except for employees on an indefinite leave of absence as provided for in L27.04 (For full-time employees who in the last five (5) years of service choose to be employed part-time, the retirement allowance shall be based on the annualized rate of salary. For the purpose of calculating the retirement gratuity, the annual salary shall not exceed the salary of an employee when **they are** eligible for a 70% pension (35 years)).

L27.03 An employee at retirement with pension has the option of receiving payment of the retirement gratuity in the year of retirement or splitting the payment between the year of retirement and the following calendar year.

L27.04 The retirement gratuity of an employee on an indefinite leave of absence shall be based on the salary in effect in the last year of active service with the Board.

L27.05 Notwithstanding anything contained in L27, employees from the previous Windsor Board of Education, hired on or before March 25, 1992 will continue with the service gratuity presently in existence which is provided to an employee who leaves the employ of the Board after five (5) years of service, and prior to retirement. The service gratuity will amount to 50% of the unused

portion of the cumulative sick leave the employee has earned as of the date of ratification to a maximum of half a year's salary plus in lieu of vacation pay.

L27.06 This Article shall not apply to all new employees hired subsequent to December 31, 2007.

## **L28 - VACATION ENTITLEMENT**

L28.01 (a) Employees shall be entitled to pay in lieu of vacation, excluding overtime as follows:

(i)	less than 1 year	4%
(ii)	after 1 year	4%
(iii)	after 3 years	7%
(iv)	after 10 years	9%
(v)	after 18 years	11%
(vi)	after 25 years	13% (maximum)

(b) (i) Vacation allotment shall progress according to L28.01 (a) and be calculated for each vacation year by July 1<sup>st</sup>.

(ii) The vacation year is defined as July 1<sup>st</sup> to June 30<sup>th</sup>.

L28.02 Pay in lieu of vacation time for employees under L28.01 (a) will be paid on a per pay basis, based on gross earnings.

L28.03 In addition to the vacation entitlement outlined in L28.01 (a) employees shall be entitled to the equivalent of one (1) week additional wages at the time of retirement.

L28.04 It is understood that all references to salary, wages or rate of pay in this Agreement will have the additional entitlement of in lieu of vacation pay added to **the employee's** salary, wage or rate including all gratuities in L27, the only exception is overtime pay.

## **L29 - JOB SECURITY**

L29.01 **The baseline staffing level for the purposes of the LETTER OF AGREEMENT #4 of the Central Agreement between the Council of Trustees' Associations/ Le Conseil des associations d'employeurs (hereinafter called 'CTA/CAE') AND The Ontario Secondary School Teachers' Federation/ Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario RE: Job Security as outlined in [Appendix A](#).**

- L29.02 No employee will suffer demotion, layoff, change in occupational classification, loss of opportunity for promotion, loss of opportunity for permanent employment reduction in hours, or reduction in work year as a result of contracting out or partnerships with outside agencies.
- L29.03 No employee will suffer demotion, layoff or reduction in hours, as a result of the use of volunteers, student on work or co-op placement, student on college or university placements or Ontario Works participants.
- L29.04 When the financial information is made available, the Board and the O.S.S.T.F. shall meet to review the financial information and validate the staffing levels.
- L29.05 The Board agrees to discuss, and distribute to all Principals, at the commencement of each school year, a memorandum on the appropriate use of Part-Time School Aides (memo Reminder: Part-time School Aides, dated 2004-02-16). The memorandum shall clearly state that Part-Time School Aides shall not be assigned E.S.S. bargaining unit work.

### **L30 - COST OF LIVING ADJUSTMENT**

- L30.01 (a) The cost of living adjustment will be based on the period from October 1994 to October 1995 and will trigger when the Consumer Price Index (Canada 1971 = 100) for the above mentioned period exceeds 3% and will be capped when the Consumer Price Index reaches 4%. This cost of living adjustment will be equal to the rate of increase in the Consumer Price Index over 3% and up to 4% as described above accurate to the nearest tenth (10th) of a percent.
- (b) Effective 1995 12 06, the rates of pay in effect at the time will be adjusted by a percentage amount in accordance with L30.01 (a).
- (c) The parties agree that for the life of this collective agreement this **Local Agreement** will not be in effect.

### **L31 - STRIKES AND LOCKOUTS**

- L31.01 The Board agrees that there shall be no lockout of the E.S.S. and the E.S.S. agrees that there shall be no strike of the E.S.S. during the term of the Collective Agreement. Lockouts and strikes shall be as defined in the *Ontario Labour Relations Act*.
- L31.02 In the event that any employee group of the Board, other than those covered by this Collective Agreement, engage in a strike, the E.S.S. will not cause or permit its members to cause, nor will any member of the E.S.S. take part in

any curtailment of work or in any strike or stoppage of work, or picket any of the Board's premises during the member's working hours during the period of this Collective Agreement. Likewise, the Board will not cause or sanction a lockout during the period of this Collective Agreement. In the event of a strike or lockout of another Bargaining Unit, the board will not lay-off E.S.S. employees.

- L31.03 Any dispute between this Board and any other bargaining unit(s) 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.
- L31.04 During any dispute between the Board and any other Bargaining Unit(s), employees shall not be required to take the place of **employees** or do the work of other Bargaining Unit(s).
- L31.05 If an employee is prevented from crossing a picket line of another **Bargaining Unit**, the employee shall immediately contact **their** Principal who will have responsibility for providing and ensuring the safe passage of the employee into **the** workplace. There shall be no loss of wages, **benefits or other provisions in this Collective Agreement** in cases where the Principal is unable to provide safe passage into the workplace. In such cases the employee will be re-assigned.

### **L32 - PERFORMANCE APPRAISALS**

- L32.01 Performance appraisal is a professional growth experience. It is also a process for administrative evaluating of employee performance.
- L32.02 The current performance appraisal procedure shall not be amended without prior consultation with the E.S.S. President.
- L32.03 **The agreed upon appraisal process will not include the evaluation of an employee's participation in voluntary activities.**

**L32.04** By November 30<sup>th</sup> of each school year, those employees who are in their appraisal year, will be notified.

**L32.05** (a) During the pre-appraisal meeting the date of observation will be mutually agreed upon.

(b) The employee shall be given an opportunity to sign the performance appraisal and add comments if the employee desires. Signature indicates only that the employee has read the performance appraisal.

**L32.06** The employee shall have the right to O.S.S.T.F. representation at the meeting to discuss the plan for success should one be required.

### **L33 – SURVEILLANCE**

**L33.01** It is the Board's position that security cameras in the workplace will not be used for the purposes of 'monitoring at large' the work performance of E.S.S. employees.

**L33.02** There will be no **electronic (i.e., video, audio)** surveillance placed where employees have a reasonable expectation of privacy.

**L33.03** The **electronic** surveillance will not contravene the Collective Agreement.

**L33.04** The Board agrees to adhere to the Policy, Regulation, Administrative Procedure, or any successor thereof, and collective agreement in the future in all matters involving video surveillance in order to protect and ensure the privacy rights of all employees. In addition, with respect to covert surveillance, the Board agrees to adhere to the requirements set out at section 7 of the Administrative Procedure with respect to covert video surveillance.

### **L34 – TEMPORARY SUPPORT STAFF**

**L34.01** (a) Temporary Support Staff (T.S.S.) refers to **employees of** the Board **working** on a casual basis for the replacement of Educational Support Staff (E.S.S.) absences for reasons such as, but not limited to, sick leave, LTD, WSIB, other authorized leaves of absence, the replacement of E.S.S. involved in a special project, and/or in cases of emergency positions which will not exceed forty-five (45) working days and/or staffing of permanent vacancies as identified in L14.

(b) When the Board projects and/or identifies an absence to be in excess of forty-five (45) working days, the Board will utilize an individual from the

T.S.S. to be employed on a temporary basis as a Temporary Support Staff – Long Term (T.S.S.-L.T.).

- (c) In the event a T.S.S. assignment is in excess of forty-five (45) working days, the assignment will be reclassified as a T.S.S.-L.T. assignment and the employee will receive retroactive pay at the T.S.S.-L.T. rate backdated to the commencement of the assignment.
- (d) T.S.S. shall be paid in accordance with L13.01.
- (e) The **fifteen (15)** T.S.S. employees with the earliest date of **seniority** and not working in a T.S.S.-L.T. position shall be considered Senior T.S.S. employees provided that they have been employed by the Board for a minimum of **three (3)** years. Such employees shall be entitled to the Senior T.S.S. wage rate identified in L13. The Senior T.S.S. employees shall be identified on the first day of school and shall be re-identified during the first week in November and again the first week of February each year.

- L34.02(a)** The Board will maintain a separate list of T.S.S. organized by date of **seniority** and listing the occupational classification for which the T.S.S. holds academic qualifications, as required in the E.S.S. job descriptions. A copy of the T.S.S. and T.S.S. Recall list shall be provided to the E.S.S. President; timing to be consistent with preparation of the E.S.S. Seniority List for permanent members. The Board shall also provide an updated copy of the T.S.S. list to the E.S.S. President upon request.
- (b) For T.S.S. **seniority date** shall mean the date the T.S.S. participated in the Board's orientation session. Each T.S.S. shall sign and date **their** offer of employment letter at which time a "by chance lottery", as defined in L7.04, shall be conducted by the Union and the Board in order to determine where each T.S.S. hired on that day shall be ranked and placed on the T.S.S. **seniority** list.
  - (c) It is understood that if an employee commences employment as a T.S.S. prior to attending orientation, the **T.S.S. seniority date** to be used will be the date of orientation subject to L34.02(b).

- L34.03 (a)** T.S.S. shall be on probation for One Hundred and Eighty (180) working days or one (1) calendar year of employment, whichever comes first. During this period, the probationary T.S.S. shall not have access to the grievance and arbitration procedure for matters concerning discipline and/or discharge.
- (b) After the successful completion of One Hundred and Eighty (180) working days or one (1) calendar year of employment, whichever comes first, the probationary employee shall have access to the grievance and arbitration

procedure for discipline and discharge. The Board may discipline and 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.

- (c) Successful completion of the probation period shall be evidenced in writing by the designated Human Resources Officer **with a copy to the E.S.S. President.**

**L34.04(a)** T.S.S. shall be eligible for all provisions in this Collective Agreement unless specifically excluded within a particular **Local** Article T.S.S. shall be eligible for holidays, vacation pay and pregnancy/adoption/parental leave as granted under the *Employment Standards Act*.

- (b) Notwithstanding **L34.04(a)**, T.S.S. employees shall not be eligible for the provisions in the following Local Articles
  - L7 – Seniority
  - L13 – Occupational Classifications/Rates of Pay (exclusive of L13.01)
  - L14 –Posting of Vacancies and Transfers (except where specific provision is identified)
  - L15 – Surplus, Layoff and Recall
  - L16 - Holidays
  - L17 – Leaves of Absence (**exclusive of L17.01**)
  - L18 – Pregnancy/Adoption/Parental Leave
  - L19 – Miscellaneous Leaves
  - L26 – Employee Benefits
  - L27 – Retirement Gratuity

**L34.05** T.S.S. shall be subject to the following call-in procedures subject to the provisions in L15.03 and L15.04 for a T.S.S. Recall List for permanent employees:

- (a) For casual day-to-day call-in, available hours shall be offered in order of **T.S.S. seniority date** and subject to qualifications and availability.
- (b) Selection of the T.S.S.-L.T. is subject to the discretion of the designated Human Resources Officer subject to qualifications, availability and L14.15 (b).
- (c) T.S.S. will have the opportunity in writing to notify the designated Human Resources Officer to limit their availability to other than Monday thru Friday, to no less than two and a half (2.5) days per week. Such availability must be provided by September 1<sup>st</sup> of each school year. **If the employee's availability changes during the school year, it can be changed at a normal school break.**



- (d) The Board commits to maintaining a record of work refusals and hours of work for a T.S.S. Upon request, the Union may review this documentation. The Board will maintain records for the previous and current school years.
  - (e) The Greater Essex County District School Board herein confirms its overall commitment to the best interest of the students in its assignment of T.S.S. and T.S.S. – L.T. Whenever possible, the Board will ensure that temporary staff who have the appropriate qualifications will be assigned to the respective promotable positions. However, the parties understand that due to circumstances beyond the Board's control, this may not always be possible.
- L34.06** T.S.S. will be eligible to apply for internal postings for permanent, **night school and summer school** vacancies as outlined in L14.
- L34.07** T.S.S. will pay union dues and levies as outlined in L4.
- L34.08** **Electronic timesheets will be processed** and paid on bi-weekly pay schedule **for T.S.S.** T.S.S. - L.T. shall be paid on the same bi-weekly pay schedule as permanent employees.
- L34.09** A T.S.S. shall be entitled to mileage reimbursement in accordance with Board Policy. This will be applicable on a daily basis in long-term positions if travel is a requirement between locations as assigned by TESS or Human Resources. Mileage will not be paid for casual call-outs.
- L34.10** (a) T.S.S. employees shall be eligible for Professional Development as outlined in L 24.
- (b) T.S.S. - L.T. shall participate in and be paid for all Board Professional Development days.
- L34.11.** (a) T.S.S. – L.T. will be entitled to up to 3 days of bereavement leave with pay, which shall be granted for the death of a spouse or equivalent, child, mother, father, sister and brother. The employee will complete a Request for Absence Form and submit it to the designated Human Resources Officer. In emergency situations, a telephone request will suffice but must be followed by a completed Request for Absence Form.
- (b) (i) **If it is decided to keep the schools open but to cancel transportation, all T.S.S.-L.T. employees will be expected to make every effort to report to their work locations. If T.S.S.-L.T. Employees cannot report to work they are to call their supervisor. If during the day, road conditions improve so that**

**employees can report to their work location, they are expected to do so.**

**(ii) In a situation of a school closure, no T.S.S.-L.T. will lose sick leave credits.**

- L34.12** Travel time between two work locations in one day shall be included as part of the employee's work day. The travel time shall not exceed 20 minutes following posted speed limits and taking into consideration weather conditions. If travel time is greater than 20 minutes the T.S.S. may decline the assignment without penalty.
- L34.13** If a T.S.S. arrives at a school/location and the position has already been filled, the T.S.S. shall decide either to work for and be paid for 3.0 hours, be re-assigned, or go home without pay.

### **L35 – PAY EQUITY**

- L35.01** The E.S.S. Bargaining Unit and the Board agree to jointly maintain the Pay Equity Plan as required by section 7 and section 14 of the Pay Equity Act and to respect the provisions of negotiating in good faith.
- L35.02** The E.S.S. Bargaining unit and the Board shall meet annually, by November 30<sup>th</sup> of each year, in order to initiate the annual Pay Equity Maintenance process.
- L35.03** All meetings of the Joint Steering Committee and Joint Job Evaluation Committee will occur during the regular work day and such time shall be treated and compensated as work hours.
- L35.04** During the data collection process for a new occupational classification, job class incumbents shall be released from their regular duties in order to complete the Job Analysis Questionnaire.
- L35.05** It is agreed that the Board will assume all Time Release costs for employees participating in the Joint Steering Committee and Joint Job Evaluation Committee, and the employees shall not suffer loss of salary and/or benefits.

### **L36 - TERM OF AGREEMENT**

- L36.01** This agreement shall be in effect from September 1, **2014** and shall continue in full force up to and including August 31, **2017** 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 Agreement, in accordance with the *Ontario Labour Relations Act*.

**L36.02** If either party gives notice of its desire to negotiate amendments in accordance with L33.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.

**L36.03** Nothing herein prevents the revision or amendment of any provision of this Agreement by mutual consent in writing of the parties hereto during the term of this Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified by the Parties.

**Dated at Windsor, Ontario this 2<sup>nd</sup> day of December 2015.**

**FOR THE BOARD**

**FOR THE UNION**

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Chairperson of the Board

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President, E.S.S., O.S.S.T.F. District 9

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Chairperson of Negotiation Policy Committee

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Chief Negotiator, E.S.S., O.S.S.T.F. District 9

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Director and Secretary of the Board

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Member of Negotiation Committee

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Treasurer of the Board

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Member of Negotiation Committee

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Chief Negotiator  
Superintendent of Human Resources

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Member of Negotiation Committee

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Coordinator of Human Resources

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

O.S.S.T.F. – E.S.S.

**Alternate Pay Schedule**

1. The Board agrees effective September 2016 to offer alternate pay schedule for permanent Educational Support Staff.
2. To elect this option employees must notify Human Resources by May 15<sup>th</sup> of the previous school year.
3. Beginning the first pay in September employees shall be deducted 12.5% per bi-weekly pay.
4. Monies withheld shall be paid to the employee on the last pay in June. Monies withheld shall not be paid at any time other than the last pay in June, unless the employee is removed from pay (see 5).
5. If an employee is removed from pay for any reason (i.e. Leave of Absence) money withheld shall be paid out. In the event an employee is removed from pay and has an overpayment of salary, such overpayment will be processed and deducted from any applicable withheld refund.
6. During the course of the school year the employee is not permitted to change the pay schedule.

Dated at Windsor, Ontario, this 2<sup>nd</sup> day of December, 2015

**FOR THE BOARD:**

**FOR THE UNION:**

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LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

O.S.S.T.F. – E.S.S.

**Kindergarten Open House / Welcome to Kindergarten Night**

1. Early Childhood Educators (E.C.E.s) who choose to attend Kindergarten Open House or Welcome to Kindergarten Night, shall receive a maximum of two (2) hours of straight lieu time per event.
2. Such lieu time will be taken at a mutually agreed upon time outside the instructional day.
3. The time shall be managed by the Principal / Vice-Principal at the school level and may be taken in no less than fifteen (15) minute blocks up to a one (1) hour block, or during a Professional Development Day.

Dated at Windsor, Ontario, this 2<sup>nd</sup> day of December, 2015

**FOR THE BOARD:**

**FOR THE UNION:**

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## LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
(hereinafter referred to as the Board)

and

EDUCATIONAL SUPPORT STAFF

Represented by  
O.S.S.T.F., District 9  
(hereinafter referred to as E.S.S.)

### **FAMILY LITERACY LIAISON** **(Hereinafter referred to as "F.L.L.")**

1. The Board and the E.S.S. agree to the following terms and conditions for the Occupational Classification "Family Literacy Liaison" as referenced in the 2008-2012 O.S.S.T.F. - E.S.S. District 9 Collective Agreement.
2. The Board and the E.S.S. agree that a permanent vacancy for the position of Family Literacy Liaison shall be posted to all members of the E.S.S. Bargaining Unit as per L 14.10
3. The Board commits to maintain Kristie Cronin, Coordinator of Human Resources, as Chair of the Selection Committee for F.L.L. postings.
4. (a) The permanent employees hired for the original F.L.L. positions on September 1, 2007, were granted a temporary leave of absence from their E.A. positions. The temporary vacancies created by those leaves of absence shall be identified as permanent vacancies under L 14.01 (a) (i) and filled as per L 14.  
  
(b) Subsequent permanent vacancies created as a result of a permanent E.S.S. employee hired as a F.L.L. will be posted and filled as per L 14.
5. The regular work week for this position will be twenty (20) hours per week. Due to the nature of the duties, the work schedule will be flexible within the context of the school day.
6. The work year for this position will be the school year in accordance with L 25.01 (a).

7. Any hours worked in excess of thirty-five (35) hours per week will be subject to the overtime provisions in Ls 25.02 and 25.03.
8. Benefits will not be pro-rated and employees will receive full benefits and sick leave credits as outlined in the 2008/2012 ESS Collective Agreement.
9. A. F.L.L. employee will report to the Supervising Principal of Program or designate.
10. With the exceptions noted in this Letter of Understanding, the employee in the position of Family Literacy Liaison will continue to be covered by all the terms and conditions outlined in the E.S.S. Collective Agreement dated September 1, 2008 to August 31, 2012.
11. The terms and conditions outlined in this Letter of Understanding are agreed to specifically address the position of Family Literacy Liaison in the Program Department. The parties agree, if all F.L.L. positions are eliminated, this Letter of Understanding is null and void, and the employees will have bumping rights as per L 15. Due to the unique working conditions of the F.L.L. position, should a F.L.L. position be eliminated, the employee shall be permitted to bump into a position based on seniority and qualifications as per L 15. For the purpose of bumping, F.L.L. positions shall be considered full time.
12. It is agreed that any further expansion and/or changes to the program will be dealt with at a scheduled E.S.S. Labour Management meeting. It is also understood that the program is funded by the Ministry of Education on a yearly basis. The Board will endeavor to advise the E.S.S. President as soon as it is made aware that the Ministry of Education will cancel and/or expand the program.
13. In the event a former E.C.E. employee, as identified in L 29.07 moves from a F.L.L. position to an E.A. position, the red-circling as per L 29.07 shall apply.

14. Both parties agree that should the working conditions of this position change, including but not limited to; hours of work per week or rate of pay, this Letter of Understanding shall be re-negotiated between the parties.

**Dated at Windsor, Ontario, this 2<sup>nd</sup> day of December, 2015.**

For the Board:

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For the E.S.S.:

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## LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD  
(hereinafter referred to as the Board)

and

EDUCATIONAL SUPPORT STAFF  
Represented by  
O.S.S.T.F., District 9  
(hereinafter referred to as E.S.S.)

### **PROTOCOL ON EXTERNAL AGENCIES**

1. The Board shall implement the terms of the Provincial Protocol Template and/or Guiding Principles with regards to partnerships with external agencies that are related to program delivery for students with special needs and/or at risk students.
2. The Board shall ensure the participation of the E.S.S. President in implementing the Template and/or Guiding Principles.

**Dated at Windsor, Ontario, this 2<sup>nd</sup> day of December 2015.**

**FOR THE BOARD**

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**FOR THE UNION**

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## **Appendix A**

### **BETWEEN**

The Greater Essex County District School Board

### **AND**

**The Ontario Secondary School Teachers' Federation  
District 9 Educational Support Staff  
(hereinafter called the 'OSSTF/FEESO')**

### **RE: Job Security**

1. This Appendix constitutes the Agreement between the parties as Per Letter of Understanding Job Security of the Central Agreement. It is agreed that the parties have met and consulted at a local level and have agreed the following total compliment.
2. CYW -65
3. DSW-97
4. ECE- French-37
5. ECE-Arabic-2
6. ECE- English-112
7. EA-SNS- 219.5
8. EA-C-4
9. SWDHH- 9
10. SWDHH-Dual- 4
11. AA- 1
12. BMSW- 1
13. DMSW-1
14. FLL-5
15. Total 557.5
16. It is further understood subject to the Central Agreement that the following job protections expire August 31, 2017