

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: September 1, 2008 to August 31, 2012

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ARTICLE 1 - PURPOSE AND SCOPE

- 1.01 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Greater Essex County District School Board, 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.”.
- 1.02 Except for error, omission or inadvertence, it is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries and related benefits, and to provide a procedure for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- 1.03 This agreement covers all employees of the Greater Essex County District School Board employed as Educational Support Staff as identified in Article 13 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.
- 1.04 No persons paid or unpaid shall perform work of the bargaining unit except as mutually agreed in writing by the parties.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 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 layoff 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.
- 2.02 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 he/she has been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in Articles 7.03 **and** 11.
- 2.03 The Board agrees to consult with the President of the E.S.S. concerning policy and/or program delivery changes 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 Labour Management meeting.

ARTICLE 3 - UNION RECOGNITION

- 3.01 The Board recognizes O.S.S.T.F. as the exclusive bargaining agent authorized to represent the E.S.S. as defined in Article 1 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.
- 3.02 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.
- 3.03 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.
- 3.04 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.
- 3.05 The **Board and its representatives, including Principals and/or Vice Principals**, further recognizes its obligation to advise an employee of his/her right to Bargaining Unit representation, as outlined in Article 3.03, 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.
- 3.06 **The E.S.S. shall have access to its members for union business at all locations provided that this does not interrupt the program.**

ARTICLE 4 - UNION MEMBERSHIP, DEDUCTION AND REMITTANCE OF UNION DUES

- 4.01 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*.
- 4.02 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 (15th) day of each month following.

- 4.03 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 (15th) day of each month following.
- 4.04 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 Article.
- 4.05 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, vacation percentage and work location. This list will be provided by October 31st of each year or after the completion of the staffing period. 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.
- 4.06
- (a) The Board shall provide the **E.S.S.** School 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's Human Resources Department, the E.S.S. will be given an opportunity to address new 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.
- 4.07
- (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 five hundred (500) copies 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.
- 4.08 **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 permission will not be unreasonably denied.**

ARTICLE 5 – LABOUR MANAGEMENT COMMITTEE

- 5.01 The Board and the E.S.S. shall establish a Labour Management Committee for the purpose of considering matters pertaining to or arising out of this Agreement and any matter that affects union-management relations including staffing issues. Either party wishing to convene a Labour Management Committee meeting shall submit to the other party, a prioritized agenda three (3) working days prior to the expected date of such meeting.
- 5.02 The Board agrees to discuss with **and provide in writing if available to** the E.S.S. at a Labour Management meeting 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. Such consultation shall occur at the next scheduled Labour Management Meeting after the Board becomes aware of such programs, locations or initiatives but prior to implementation.
- 5.03 Labour Management Committee meetings shall be convened monthly at a date and time mutually satisfactory to both parties. **Additional meetings may be held with mutual consent.**
- 5.04 Both parties will assume the responsibility of recording their own meeting minutes.
- 5.05 Union Release Time for the Labour Management Committee will be as specified in Article 6.02. The Labour Management Committee meetings will be held, whenever possible, after school hours at no cost to either party.
- 5.06 This Committee does not in any way form part of the grievance or arbitration procedure set forth in this Agreement and no matter which is the subject matter of the grievance or arbitration procedure shall in any event be the subject of discussion at a meeting of this committee unless mutually agreed to.

ARTICLE 6 - UNION BUSINESS RELEASE TIME

- 6.01 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.
- 6.02 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.

- 6.03 (a) The E.S.S. may have at its discretion, up to 2.0 full-time equivalent (FTE) employees relieved from his/her duties as is approved by the membership. It is agreed that a 1.0 FTE release will not be split into two 0.5 FTE positions. 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 Article 14 the employee(s) affected in Article 6.03 (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 Article 14.19.
- (c) Notwithstanding Article 14 the employee(s) affected in Article 6.03 (a) will not lose salary, benefits or seniority while fulfilling their Union duties.
- 6.04 With prior approval of the **Coordinator of Human Resources** or his/her 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.
- 6.05 (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 Article 14 the employee(s) affected in Article 6.05 (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 Article 14.19.
- (b) An employee hired to a position with O.S.S.T.F. provincially will be granted a leave of absence according to Article 17.01. Accumulation of seniority and return to the E.S.S. will be in accordance with Article 17.04.

ARTICLE 7 - SENIORITY

- 7.01 (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 part-time employees shall weigh equal with the seniority of full-time employees.
- (c) The seniority list will contain the name, location, 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.

- 7.02
- (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 Article 7.02 (a), the seniority of an employee who posts or is placed in a temporary vacancy which turns into a permanent E.S.S. position, will date back to the date the employee posted or was placed in the position, provided there was no interruption in service. The employee will be placed on the seniority list based on the new date.
 - (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. Employees who disagree with their seniority date or their ranking for a tied date, based on their work as a T.S.S./T.S.S.- L.T., will have fifteen (15) working days in which to appeal their date. The employee may appeal by submitting a Seniority Appeal Form to the designated Human Resources Officer with a copy to the E.S.S. President, and will assume the responsibility for providing all relevant appropriate documentation to substantiate their appeal.
 - (d) Notwithstanding Article 7.02 (c) the following process shall apply to employees hired to permanent positions on or after June 15th, 2007.
 - (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. date of hire.
 - (ii) If after applying the process outlined in Article 7.02 (d) (i) their ranking remains tied, their ranking shall be determined by the “by chance lottery” identified in Article 7.04
- 7.03
- (a) A joint committee called the Joint Seniority Appeal Committee (JSAC) will be struck between representatives of the Greater Essex County District School Board and the E.S.S. The Committee shall have four (4) voting members, two (2) appointed by the Board and two (2) appointed by the E.S.S., and all four shall be employees of the Board.
 - (b) If the member is able to provide documentation to substantiate an appeal as outlined in 7.02 (c) the JSAC will consider the appeal for either a new seniority date or the tie-breaker based on their T.S.S./T.S.S.- L.T. work.
 - (c) Where employees have filed an appeal under Article 7.02 (c) or where employees have equal seniority in accordance with Article 7.02, the order of seniority shall be determined by the JSAC.
 - (d) A written response to the appeal will be forwarded to the employee with a copy to the E.S.S. President by the designated Human Resources Officer. If warranted, the employee’s seniority date shall be adjusted to

reflect the proper date or tie-breaker ranking.

- (e) In case of deadlock between the Board Representatives and the E.S.S. Representatives, the seniority issue will be arbitrable by a single arbitrator to be agreed upon by the parties.

7.04 Where employees have equal seniority in accordance with Articles 7.01, 7.02 and 7.03 (d), the order of seniority shall be determined by chance and administered by the E. S. S. with a Board Representative present. 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. Each employee or his/her designate 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 higher 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). This process will take place within fifteen (15) working days of the tie being identified. The E.S.S. members will be notified as to when and where the "by chance" draw will take place. If an employee is not present to draw their own number, a number will be drawn for them.

7.05 (a) After the process in 7.04 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 new seniority date amended under Article 7.03 and/or 7.04 shall not entitle an employee to any retroactive financial, vacation or other benefit.

7.06 (a) All permanent employees of the Board 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) After successful completion of the probationary period the employee will receive written notification.

7.07 An employee shall lose seniority in the event:

- (a) of discharge;
- (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 Article 15.12.
- 7.08
- (a) 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 Article 17.01. Return to the E.S.S. will be in accordance with Article 17.02, 17.03 and **17.04** unless otherwise noted in the Collective Agreement.
 - (b) Notwithstanding Article 7.01, 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.
 - (c) No employee shall be transferred to a position outside the Bargaining Unit without the consent of the employee and the E.S.S.

ARTICLE 8 - NO DISCRIMINATION, HARASSMENT, AND OBJECTIONABLE BEHAVIOUR

- 8.01 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, sexual orientation, age, **record of offences**, marital status, **family** status or **disability**.
- 8.02 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.
- 8.03 **For the purpose of this 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 Employee Discrimination and Harassment Prevention and Resolution 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.**

ARTICLE 9 - CORRESPONDENCE

- 9.01 All correspondence between the Parties hereto arising out of this Agreement or incidental thereto shall pass to and from the **Coordinator of Human Resources** or designate, of the Board and the E.S.S. President or designate, and affected person(s) concerned **in a timely fashion**.

ARTICLE 10 - EMPLOYEE RECORDS

- 10.01 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.
- 10.02 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.
- 10.03 **An employee may request in writing, to the Superintendent of Human Resources, to have a letter removed from his/her personnel file after two (2) years if that employee has had no additional related letter(s) put in his/her file from the date of the alleged incident leading to the letter in question. 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.**
- 10.04
- (a) Following a request of an employee for an appointment, the Board shall make available for review, during normal business hours, all information in his/her personnel file. Such review shall be in the presence of a member 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 copy any material contained in his/her personnel file.
 - (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.

- 10.05 (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.
- 10.06 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).

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

- 11.01 (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 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.
- 11.02 (a) As outlined in Article 11.03 (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 his/her 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. 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.
- 11.03
- (a) Informal - Within ten (10) working days of the event which gave rise to the differences, the E.S.S. or the employee, who 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 to the grievance in writing within ten (10) working days.
 - (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 Article 11.
 - (e) Grievance meetings will be held bi-monthly with the Superintendent of Human Resources.

- 11.04 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the mediator and the time line for grievance mediation to occur. It is agreed that the cost of mediation will be shared equally.
- 11.05 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 Article 11.
- 11.06 **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 his/her 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 Article 11.06 and submit it to the Coordinator of Human Resources. Approval from Human Resources shall not be unreasonably denied.**
- 11.07 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.
- 11.08 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.
- 11.09 No person may be appointed as an arbitrator who has been involved in an attempt to mediate the grievance as per Article 11.04 unless both parties agree.
- 11.10 Each of the parties hereto will jointly share the expenses of the arbitrator.
- 11.11 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.

- 11.12 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.
- 11.13 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 Article 11.13 and submit it to Human Resources.
- 11.14 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.

ARTICLE 12 – JOB DESCRIPTIONS

- 12.01 Whenever preparing new or revised job descriptions for the purpose of this Article, the Board agrees to provide full particulars including qualifications and will advise the E.S.S. President regarding same at a Labour Management 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.

ARTICLE 13 - OCCUPATIONAL CLASSIFICATIONS/RATES OF PAY

13.01

Occupational Classifications	Rates of Pay (3% increase) Effective 2008 09 01			
	Step 0	Step 1	Step 2	Step 3
F.L.L. *	30.90			
B.M.S.W.**	23.95	25.22	26.56	27.83
Support Worker Hearing Impaired (SWHI) (Dual Qualifications)	23.95	25.22	26.56	27.83
Child and Youth Worker (CYW)	22.79	24.06	25.39	26.68
Developmental Service Worker (DSW)	22.79	24.06	25.39	26.68
Early Childhood Educator (ECE)***	22.79	24.06	25.39	26.68
Support Worker Hearing Impaired (SWHI)	22.79	24.06	25.39	26.68
Educational Assistant-Junior Kindergarten (EA-JK)	18.39	19.40	20.38	21.34

Educational Assistant-Special Needs Students (EA-SNS)	18.39	19.40	20.38	21.34
Educational Assistant-Cafeteria (EA-C)	18.39	19.40	20.38	21.34
Breakfast Cook (BC)	14.44	15.27	16.10	16.94
Adult Assistant (AA)	12.14	13.00	13.62	14.32

*** as per Letter of Understanding on F.L.L.**

****as per Letter of Understanding on B.M.S.W.**

*****For members working in E.C.E. assignment**

Occupational Classifications	Rates of Pay(3% increase, 4% for E.A.s) Effective 2009 09 01			
	Step 0	Step 1	Step 2	Step 3
F.L.L.*	31.83			
B.M.S.W.**	24.67	25.98	27.36	28.67
Support Worker Hearing Impaired (SWHI) (Dual Qualifications)	24.67	25.98	27.36	28.67
Child and Youth Worker (CYW)	23.48	24.79	26.16	27.48
Developmental Service Worker (DSW)	23.48	24.79	26.16	27.48
Early Childhood Educator (ECE)***	23.48	24.79	26.16	27.48
Support Worker Hearing Impaired (SWHI)	23.48	24.79	26.16	27.48
Educational Assistant-Junior Kindergarten (EA-JK)	19.14	20.19	21.21	22.20
Educational Assistant-Special Needs Students (EA-SNS)	19.14	20.19	21.21	22.20
Educational Assistant-Cafeteria (EA-C)	19.14	20.19	21.21	22.20
Breakfast Cook (BC)	14.88	15.72	16.58	17.44
Adult Assistant (AA)	12.52	13.39	14.03	14.75

*** as per Letter of Understanding on F.L.L.**

****as per Letter of Understanding on B.M.S.W.**

*****For members working in E.C.E. assignment**

Occupational Classifications	Rates of Pay (3% increase) Effective 2010 09 01			
	Step 0	Step 1	Step 2	Step 3
F.L.L.*	32.78			
B.M.S.W.**	25.41	26.78	28.18	29.53
Support Worker Hearing Impaired (SWHI) (Dual Qualifications)	25.41	26.78	28.18	29.53
Child and Youth Worker (CYW)	24.19	25.54	26.95	28.31
Developmental Service Worker (DSW)	24.19	25.54	26.95	28.31
Early Childhood Educator (ECE)***	24.19	25.54	26.95	28.31
Support Worker Hearing Impaired (SWHI)	24.19	25.54	26.95	28.31
Educational Assistant-Junior Kindergarten (EA-JK)	19.71	20.80	21.85	22.87
Educational Assistant-Special Needs Students (EA-SNS)	19.71	20.80	21.85	22.87
Educational Assistant-Cafeteria (EA-C)	19.71	20.80	21.85	22.87
Breakfast Cook (BC)	15.33	16.20	17.08	17.97
Adult Assistant (AA)	12.90	13.80	14.45	15.20

* as per Letter of Understanding on F.L.L.

**as per Letter of Understanding on B.M.S.W.

***For members working in E.C.E. assignment

Occupational Classifications	Rates of Pay (3% increase) Effective 2011 09 01			
	Step 0	Step 1	Step 2	Step 3
F.L.L.*	33.77			
B.M.S.W.**	26.18	27.57	29.03	30.42
Support Worker Hearing Impaired (SWHI) (Dual Qualifications)	26.18	27.57	29.03	30.42
Child and Youth Worker (CYW)	24.92	26.31	27.76	29.16
Developmental Service Worker (DSW)	24.92	26.31	27.76	29.16

Early Childhood Educator (ECE)***	24.92	26.31	27.76	29.16
Support Worker Hearing Impaired (SWHI)	24.92	26.31	27.76	29.16
Educational Assistant-Junior Kindergarten (EA-JK)	20.30	21.42	22.51	23.56
Educational Assistant-Special Needs Students (EA-SNS)	20.30	21.42	22.51	23.56
Educational Assistant-Cafeteria (EA-C)	20.30	21.42	22.51	23.56
Breakfast Cook (BC)	15.79	16.69	17.60	18.51
Adult Assistant (AA)	13.29	14.22	14.89	15.66

***as per Letter of Understanding on F.L.L.**

****as per Letter of Understanding on B.M.S.W.**

*****For members working in E.C.E. assignment**

Occupational Classifications	Effective			
	2008 09 01	2009 09 01	2010 09 01	2011 09 01
Temporary Support Staff-Long Term (TSS-LT)				
TSS-LT: BMSW, FLL , SWHI (dual)	21.72	22.38	23.06	23.76
TSS-LT: DSW, CYW, ECE***, SWHI	20.80	21.43	22.08	22.75
TSS-LT: EA-SNS, EA-JK, EA-C	16.64	17.31	17.83	18.37
TSS-LT: BC	15.24	15.70	16.18	16.67
TSS – LT: AA	15.24	15.70	16.18	16.67
Senior TSS****	16.24	16.70	17.18	17.67
Temporary Support Staff/Unqualified TSS-LT	15.24	15.70	16.18	16.67
***For members working in E.C.E. assignment				
***See Appendix A for Senior TSS description				

Summer or Night School Employees paid according to occupational classification in above grid.

- 13.02 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.

- 13.03 (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 Article 13.03 (b).
- (b) Pursuant to Article 13.03 (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.
- (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 Article 15.06 (h) **and every permanent employee shall be placed on the appropriate grid step hourly rate of pay, based on service, as defined in Article 13.02 and based on service under Article 14.14 (b) (v).**
- 13.04 All employees covered by this Agreement will be on a bi-weekly pay schedule.
- 13.05 (a) **The Board shall not deduct monies other than regular payroll deductions from an employee's earnings without written consent of the employee.**
- (b) **Article 13.05 (a) will not apply in cases where there is an overpayment of monies as a result of an accumulated sick leave account with a zero balance, payment of cost of supply in accordance with Article 19.02 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.**
- 13.06 **All newly hired permanent employees will be placed at Step 0 on the grid in the occupational classification for which they were hired.**

- 13.07 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, adjusting gratuities as per Article 27.02 & 27.05.
- 13.08 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 Article 13.01.

ARTICLE 14 – POSTINGS OF VACANCIES AND TRANSFERS

Permanent Vacancies

- 14.01 (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, cumulative sick leave or Workers' Safety and Insurance leave or a Union Leave under Article 6.05 (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 Article 14.05.
- (b) (i) When a permanent vacancy is declared, transfer requests shall be granted before a vacancy is posted subject to Article 14.01 (a).
- (ii) Notwithstanding Article 14.01 (b) (i), a permanent vacancy identified in Article 14.04 (b) (i), shall not be subject to the transfer request process if identified October 31st, or later if

the initial staffing process is not completed.

- (c) Articles 14.01 (a) (ii) and (iii), 14.04, 14.05 and 14.14 shall not be in effect as long as there are employees who have recall rights to the vacant occupational classification.

Emergency Positions

- 14.02 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 Appendix "A". Should the position continue past forty-five (45) working days, the position will be declared a permanent vacancy and filled as per Article 14.04 (a) for promotable positions and 14.04 (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 his/her first day in the position.
- 14.03 Employees who are declared surplus in their promotable occupational classification, in accordance with Article 15, 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 Article 13.03 (a).

Postings

- 14.04 (a) A permanent vacancy in a promotable occupational classification, which includes but not limited to: BMSW, SWHI (dual), CYW, DSW, ECE, FLL, SWHI, shall be posted as per Article 14.01 (a) (ii) throughout the year and shall be subject to the posting process outlined in Article 14.05 to 14.10 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, cumulative sick leave or Workers' Safety and Insurance leave, shall be posted as per Article 14.01(a)(ii) throughout the year and shall be subject to the posting process outlined in Article 14. 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 Article 14.05 to 14.10 inclusive.
- (iii) Notwithstanding Article 14.04 (b) (i), a non-promotable permanent vacancy which is identified October 31st, 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 Article 14.
- (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 Article 14. 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.

- 14.05
- (a) A permanent vacancy identified in Article 14.01 commencing between September 1, 2008 and June 30, 2010 inclusive, shall be filled using the Interview Process as outlined in Article 14.10 (a) to (e) inclusive.
 - (b) A permanent vacancy identified in Article 14.01 commencing after June 30, 2010 shall be filled using the following process:
 - (i) For a promotable position, as listed in Article 14.04 (a), 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 Article 14.05 (b) (i), the promotable permanent position shall be subject to the Interview Process as outlined in Article 14.10 (a) to (e) if:
 - (a) there are no surplus employees within the occupational classification from which he/she was declared surplus, and
 - (b) no applicant has met the criteria outlined in Article 14.05 (b) (i), and

(c) applicants are deemed ineligible in accordance with Article 10.02.

(iii) For a non-promotable position as listed in Article 14.04 (b) (i), a position 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 Article 14.10 (a) to (e).

(c) 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 Article 14.18 (b) (i).

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

14.07 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.

14.08 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.

14.09 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 he/she was 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 he/she would have received had he/she been placed in his/her new position within twenty (20) working days.

Interview Process

14.10 (a) When a posting requires an interview the following process shall apply. A Selection Committee, as determined by the Superintendent or his/her 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 14.10 (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 Article 14.10 (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 Article 14.10 (a) and (b).
- (d) If no permanent employee applies for a posting or no permanent employee who applied was selected based on Article 14.10 (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 Article 14.10 (a), (b) and (c).
- (e) After applying Article 14.10 (a), (b), (c) or (d) if there were no applicants for the position, or the applicants were not selected as outlined in Article 14.10 or Article 10.02, 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

- 14.11 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 his/her performance outlining whether he/she is 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 his/her new position. The E.S.S. President or designate shall be notified of an employee who is at risk of not being confirmed in his/her 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 his/her previous position. The employee may request not to be confirmed, in which case the Board will return the employee to his/her previous occupational classification.

Sex Designated Positions

- 14.12 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:

- 14.13** 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:

- 14.14** (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 Article 10.02, 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, SWHI, SWHI-dual, ECE, BMSW, 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 Article 14.14 (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) 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 Article 13.

- (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 he/she 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.
- 14.15
- (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 Appendix "A" 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 that the highest standards of fairness and equity for all employees will be applied when assigning long term positions.

Short Term Temporary Vacancies:

- 14.16 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 Appendix "A" 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.
- 14.17 Employees who are declared surplus in their promotable occupational classification, in accordance with Article 15, 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 Article 13.03 (a).

Summer and Night School Positions

- 14.18**
- (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 Article 14.07 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 Article 14.18 (b).

(ii) If the position is posted before the last day of the school year, the position shall be filled as per Article 14.18 (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 his/her 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 Article 13 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 14.18 (b) (i) and have applied shall be offered the position based on his/her 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 his/her placement on the grid shall be based on his/her previous grid placement in that occupational classification.
 - (c) Any position not filled under Article 14.18 (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 14.18 (b) (i). Such employee will be paid the salary grid for the occupational classification of the posting and shall be paid in accordance with Article 13.03 (a) (b) and covered by the terms and conditions of this Collective Agreement.
 - (d) Any position not filled under Article 14.18 (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 14.18 (b). Such employee will be paid the T.S.S. rate in accordance with Article 13.01 and covered by the terms and conditions of Appendix "A" – Temporary Support Staff (T.S.S.) in this Collective Agreement.

- (e) The parties agree that the order in Article 14.18 (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

14.19 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.

14.20 (a) Every employee requesting a transfer will submit his/her 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 his/her transfer is to be considered only if his/her 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 his/her 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

- 14.21 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, he/she has had a disciplinary letter placed in his/her personnel file or had his/her probationary period extended.
- 14.22 An employee who was placed in a position under Article 14.05 (b) (i) as a result of seniority and was unable to successfully pass his/her 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.
- 14.23 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 Article 14.05 (b) (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.

ARTICLE 15 – SURPLUS, LAYOFF AND RECALL

15.01 The intent of the application of Article 15 is to **minimize the impact of staff reductions.**

15.02 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 Labour Management 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.

15.03 Reduction in an Occupational Classification – Within Staffing Period (as per Article 14.01 (b) (ii))

- (a) **When the Board determines there will be an overall reduction in the full time equivalency (F.T.E.) 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 honouring of transfer requests, as per Articles 14.19 and 14.20. After completing the transfer requests, long-term temporary vacancies will be identified and filled according to seniority with the redundant employee identified in Article 15.03 (a).**
- (c) **Should there not be sufficient long-term temporary vacancies to accommodate the redundant employee, he/she will have the following options:**
 - (i) **to move to a lateral or lower occupational classification, seniority permitting and subject to necessary qualifications and notwithstanding Article 14.20 (c), the employee shall be given the option to**

immediately submit a transfer request to facilitate the staffing process;

- (ii) when not accommodated under article 15.03 (c) (i) the employee shall be placed on the Temporary Support Staff/ Recall List; or**
- (iii) to accept a lay off.**

15.04 Reduction in an Occupational Classification – Outside of Staffing Period (as per Article 14.01 (b) (ii))

- (a) When the Board determines there will be an overall reduction in the full time equivalency (F.T.E.) in an occupational classification, the Board shall then determine the F.T.E. reduction at a specific location. The Board shall declare the lowest seniority employee in that occupational classification redundant at his/her work location.**
- (b) An employee who has been declared redundant shall have the option to;**
 - i) bump into the position of his/her 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, his/her 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 Article 15.04 (c) (i) if the employee does not provide his/her decision as per Article 15.04 (b) (i) and chooses not to fill a long-term temporary vacancy as per Article 15.04 (b)(ii).**
- (c) The employee who is bumped by the procedure outlined in Article 15.04 (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 he/she has 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 Article 15.04 (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 Article 15.04 (b) or (c), or an employee who has been declared surplus in an occupational classification and is not placed as per Article 15.04 (d) shall fill a long-term temporary vacancy, with the same employment status as offered by the Board in his/her occupational classification prior to exercising his/her 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 Article 15.04 (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 he/she has 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.**

- 15.05** A redundant employee filling a long-term temporary vacancy identified in Articles 15.03 or 15.04 shall not lose seniority, salary, in lieu of vacation, benefits, or any other entitlements afforded to the employee, under this Collective Agreement.
- 15.06** 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 Article 13.03 (c) and (d).
- 15.07** An employee accommodated under Article **15.03** or 15.04 **will** remain in his/her new occupational classification until such time as he/she is successful in applying for a position **in another occupational classification** or until such time as a permanent vacancy occurs in his/her original classification. **This does not limit an employee's ability to fill long term assignments.**

- 15.08** The Adult Assistant **and Breakfast Cook** occupational classifications **are** exempt from the bumping process outlined in Articles in 15.03 and 15.04.
- 15.09** An employee hired to fill a **sex** designated position **is** not exempt from the bumping process as outlined in Articles 15.03 and 15.04. Both parties agree the sex designation protects the position not the employee in the assignment.
- 15.10** 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 Article 13 for that occupational classification. The employee will be placed at the appropriate grid **step based on his/her experience within that occupational classification.**
- 15.11** 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 Article, the employee shall receive salary, benefits and seniority for which work was not made available. **This Article shall not apply to an employee who has chosen to be laid off under Articles 15.03 (c) (iii) or 15.04 (f) (ii).**
- 15.12** An employee on the Temporary Support Staff/Recall List will maintain his/her seniority for a period of up to five (5) years or for a period equal to the length of his/her seniority according to Article 7, whichever is greater. **At the end of this time, the employee shall have the option to be placed on the Temporary Support Staff List with his/her previous seniority date used as his/her date of hire.**
- 15.13** 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 his/her contact information.
- 15.14** A laid-off employee as per Articles **15.03 or 15.04 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** he/she wishes to remain on the recall list for the following school year. **Failure to provide such notification shall result in the loss of recall rights.**
- 15.15** 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.
- 15.16** 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 Article 15.12.

- 15.17** 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.
- 15.18** A laid-off employee may elect to continue to participate in the Board's Benefit Plan (excluding LTD) at his/her own expense to a maximum of two (2) years from date of lay off.
- 15.19** 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.
- 15.20** An employee shall not be hired or engaged by 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.

ARTICLE 16 – HOLIDAYS

- 16.01** 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 commencing July 1, 2009, will be allocated to the first unpaid day during the following Christmas break.

Note** For employees working summer hours.

- 16.02** An employee shall be paid for the above holidays at the regular rate of pay plus in lieu of vacation pay but excluding overtime.
- 16.03** Notwithstanding, 16.02, if an employee is required to work on a holiday(s), as outlined in Article 16.01, Article 25.02 (c) will apply for pay purposes.

- 16.04 An employee who is absent and receives sick leave and/or miscellaneous leave under Article 19, will be deemed to have worked the regularly scheduled working day previous to or following a holiday(s) as set out in Article 16.01, and will be eligible to receive pay for such holiday(s) without deduction from the employee's Cumulative Sick Leave for that statutory holiday(s).

ARTICLE 17 - LEAVES OF ABSENCE

- 17.01 (a) An employee may be granted a leave of absence without pay and without loss of seniority if his/her written request is approved and received by the 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. 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 Article 14.**
- (b) Wherever possible, the start and or end date of any leave of absence should coincide with normal breaks in the school year. Requests for leaves that don't coincide with the school year will be considered.
- 17.02 (a) A full-time employee may request in writing to the designated Human Resources Officer to be considered for half-time status. Approval shall be subject to staffing requirements **but shall not be unreasonably denied**. Employee benefits will be paid in accordance with Article 26.
- (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 status will be automatic unless a further request is made under Article 17.02 (b) and approved in the time lines noted above. Whenever possible, the return to full-time status will be to a single work location.
- 17.03 (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 Article 17.02 (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 Article 26. The employee's seniority shall accrue on a full-time basis as per Article 7.

- (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 Article 14.
- (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 Article 17.04.

17.04 (a) If the employee on an approved leave of absence returns within one (1) year, he/she 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 Articles 6.03 and 6.05 (a), and, **if the position still exists** in the same work location he/she held before the leave.

(b) If the employee on an approved leave of absence returns within two (2) years, he/she 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 Article 6.03 and 6.05 (a). If the Board requests and the employee agrees to extend the leave past two (2) years, the employee shall be entitled to all rights under this Article. If there is no vacant position, the bumping provisions will be applicable.

(c) If the employee on an approved leave of absence returns after two (2) years, excluding employees on leave under Article 6.03 and 6.05 (a), he/she 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.

17.05 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.

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

17.07 An employee engaged in military service who requests a leave to perform military duties shall be granted a leave of absence. Upon completion of his/her military duties and notwithstanding Article 14, the employee shall return to the position he/she 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 Article 14.19. The employee shall continue to accumulate seniority while on a leave to perform military duties.

17.08 **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 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 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 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 his/her 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 his/her 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 his/her same position as per Article 17.04 (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) OMERS or TPP pension deductions are to be continued as provided by the OMERS or the *Teachers' Pension Act*. Thus the percentage rate stipulated by the pension plan will be deducted from the salary paid to an employee during the leave of absence. Upon returning to full duties, an employee has, in accordance with the pension plan, the option of contributing the difference between the amount deducted during the leave and the amount that would have been deducted had the employee remained on staff and drawn full salary.
 - (v) 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.
 - (vi) 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 his/her previous leave.

- (vii) An employee who is subject to lay-off, as per Article 15, 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.
- (viii) An employee may withdraw from the plan any day prior to taking his/her 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 his/her desire to leave the plan.
- (ix) The Y year is treated as broken service, purchased as double contributions by the member; therefore, during the year of leave there are no OMERS or TPP deductions taken.
- (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 he/she 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 his/her discretion, defer the year of his/her 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 Article 17.08 (h) (i) or (ii) result in a leave of absence being taken past the maximum number of years of the plan, a employee will receive full salary, allowance and benefits during the maximum number of his/her participation in the plan and any monies accumulated in the employee's leave plan account by the end of the fourth 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*.

ARTICLE 18 - PREGNANCY/ADOPTION/PARENTAL LEAVE

- 18.01 The Board will grant pregnancy/adoption/parental leaves according to the requirements of the *Employment Standards Act*.
- 18.02 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.
- 18.03 (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 his/her 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 Article 17 by the Human Resources Manager or his/her 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 his/her designate but not to exceed beyond the end of the school year.
- 18.04 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 95% 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.
- 18.05 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.
- 18.06 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.
- 18.07 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.
- 18.08 The pay will not exceed the amounts specified in 18.06 above.
- 18.09 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.
- 18.10 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).

- 18.11 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*.
- 18.12 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 Article 17.
- 18.13 (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.
- 18.14 Cumulative 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.

ARTICLE 19 - MISCELLANEOUS LEAVES

- 19.01 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 Articles 19.01 (a) through (i).** Leaves under Article 19.01 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 Article 19.01 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 or equivalent's immediate family not listed above. 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.	three(3) consecutive 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 Article 19.01 (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 19.01 (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

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| (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 Article 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 |
|-----|---|--|

19.02 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.

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

ARTICLE 20 - SAFETY

20.01 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.

20.02 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.

- 20.03 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.
- 20.04 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.
- 20.05 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.
- 20.06 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.
- 20.07 The Principal will notify E.S.S. **employees** as soon as a case of Fifth's Disease is reported in the workplace. If necessary the employee will be reassigned as per the Board protocol.
- 20.08 **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.**

ARTICLE 21 - WORKPLACE SAFETY AND INSURANCE

- 21.01 (a) When an employee is injured during the performance of his/her 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. A deduction from the employee's sick leave credits will be made at a rate equal to the top-up as long as the employee has sick leave credits available. Such deduction shall not exceed .25 sick leave credits for each day of top-up.
- (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 plus the additional fifteen per cent (15%) granted by the Board.
- (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 Cumulative Sick Leave Plan Article 26.19 (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 and/or top-up then the employee will be removed from payroll. If necessary, any adjustment in salary will be in accordance with Article 13.05.

21.02 (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 Article 21.01 or 21.02 (a) will be entitled to the Board's contribution to benefits.

21.03 It is understood and agreed that Article 21.02 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.

21.04 This 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 Article 21.04 (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.

- 21.05 The Board's WSIB Officer and the E.S.S. President or designate shall meet regularly to review the status of WSIB claims.
- 21.06 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.
- 21.07 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.

ARTICLE 22 - MODIFIED WORK

- 22.01 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.
- 22.02 Where a member is absent due to a disability (either temporary or permanent) and restrictions and/or accommodations are required for his/her safe return to work, the following shall be followed:
- (a) The Board, the Union and the member(s) will cooperate to ensure employees return to active employment as soon as possible. Where another member(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, individual members will need to provide his/her 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. Such documentation shall be provided to the Union. The medical doctor will provide a doctor's note and any related documents, confirming his/her ability to return to work and/or any restrictions or accommodations required for his/her safe return to work. These forms will be provided to the Coordinator of Human Resources prior to his/her return to work. The employee shall endeavour to provide the above information to the Coordinator of Human Resources 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) 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 member to return to work with the initial restrictions confirmed, sick leave days shall be restored or the member paid as the original return to work date.

- 22.03 In the event that an employee, who is not seeking to be moved from his/her 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 his/her previous location in the next staffing period unless the employee requests a move to a new location subject to Article 14.**

ARTICLE 23 - TUITION ASSISTANCE

- 23.01 Employees have access to tuition assistance in accordance with Board Policy.
- 23.02 A copy of the Board's response to an employee's Tuition Assistance Request will be forwarded to the E.S.S. President.**

ARTICLE 24 - PROFESSIONAL DEVELOPMENT

- 24.01 (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 twelve thousand (\$12,000) dollars **for the 2008-2009 school year. 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 **fifteen thousand (\$15,000)** remaining in the individual PD Account at the end of a school year shall be accrued and available for use by members in the following school year. Such amount shall be in addition to the funding identified in 24.01 (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) **Professional Development funds referred to in this Article shall be in addition to Professional Development arising through the Provincial Discussion Table Agreement and referenced in the Letter of Understanding attached to this Agreement.**

ARTICLE 25 - WORKING CONDITIONS

- 25.01 (a) The work year for all 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.
- (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.
- (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 employees' hours of work.
- (ii) **Notwithstanding Article 25.01 (c) (i), employees who work half-time but work a full day every other day, shall be entitled to breaks as outlined in Article 25.01 (b).**
- (d) The starting and finishing times in each location for E.S.S. employees shall be as determined by the Superintendent/ Principal/Manager or

his/her designate after consultation with the employee.

- (e) Notwithstanding Article 25.01 (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 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 his/her start/quit time adjusted by an amount equal to the amount of unused lunch period provided however, that the requirements under Article 25.01(b) or (d) are met.
 - (f) Employees who travel on a regular basis 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. 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. This time shall be included as part of their hours worked each day, exclusive of lunch and rest periods.
 - (g) 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.
- 25.02
- (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 for work performed, with prior authorization by the appropriate Superintendent **or his/her designate.**
 - (i) in excess of their scheduled work day of seven (7) hours; or
 - (ii) on Saturday.
 - (b) Notwithstanding Article 25.02 (a) (i) E.S.S. **will** work, in addition to their normal work day, during Parent-Teacher Interview dates **and** shall receive the equivalent time off in lieu on the Board's next scheduled Professional Development Day.
 - (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 Article 16.
 - (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.
- 25.03 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.
- 25.04 Employees will be eligible for a mileage allowance for pre-authorized business travel in accordance with Board Policy and subject to Article 25.01 (f) and (g).
- 25.05 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:
- (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.
- 25.06 When an employee covered by this Agreement must wear a uniform/special clothing in the performance of his/her duties, the uniform/special clothing will be paid for and supplied by the Board in each school year.
- 25.07 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.**
- 25.08 In a situation of a school closure, no **employee** will lose pay or sick leave credits.
- 25.09 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.**

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 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.**

26.02 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**.

26.03 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.**

26.04 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 anaesthesia, 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 Articles 26.04(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).**

26.05 Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$300.00 **and effective September 1, 2010, the maximum shall be increased to \$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.

- 26.06 Changes to the Benefits provided in Articles 26, **unless stated otherwise**, will become effective **no later than January 1, 2009**.
- 26.07 The benefits provided in Articles 26.02 to 26.05 shall be in accordance with those stipulated in the respective insurance policies.
- 26.08 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.
- 26.09 The spouse of a deceased employee may retain membership in the group benefit plans to which the employee belonged at the time of death. The spouse may retain such membership until such time as he/she attains the age of 65 years and shall pay the full premium cost to maintain such participation under the group contracts.
- 26.10 If an employee is absent from work for more than a full school year because of illness, accident or injury, he/she 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 he/she is able to return to work or until the employee retires.
- 26.11 All applicable premiums for ten (10) month employees shall be paid by the Board during the period of scheduled inactive employment.
- 26.12 If an employee is laid off under Article 15.04 (g), all benefits will be covered by the Board to the end of the month in which the lay off occurs.
- 26.13 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 Board's cumulative sick leave plan, or while on L.T.D. in lieu of sick leave in accordance with this Article the Board will continue to pay the portion of the premiums of the benefits outlined in Articles 26.02, 26.03, 26.04 and 26.05.
 - (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.
- 26.14 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 Article 26.

- 26.15 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**.
- 26.16 All permanent employees are eligible to enroll in the Board Benefit Plan as set out in Article 26. Employees employed on other than a full-time basis, as defined in Article 25.01, 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.
- 26.17 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.
- 26.18 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**.
- 26.19 Sick Leave and Cumulative Sick Leave Plan
- (a) An employee transferring from another system shall begin his/her service with the Board with the cumulative sick leave credit to which he/she is entitled in accordance with the *Education Act*. Any employee transferring credits to the Greater Essex County District School Board Cumulative Sick Leave Plan shall provide a statement in writing duly signed by the former employer, certifying the number of days to the employee's credit in the fund from which the transfer is to be made.
 - (b) An employee shall receive sick leave credits for each month of service with the Board equal to 1.5 days for each month of active service (maximum of 18 days per year).
 - (c) A deduction shall be made in cumulative sick leave credits amounting to the number of days which an employee is absent through illness and for which that employee is paid in any year, provided the employee has cumulative sick leave days to his/her credit.
 - (d) Sick leave credits not used in any year shall accumulate from year to year to a maximum of 250 days. Thereafter, the accumulation shall be at the rate of 50% of the unused portion of sick leave credits in any given year.
 - (e) 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 he/she is eligible for L.T.D. benefits.

- (f) The Board may require an employee to submit a medical certificate certifying as to the cause of the absence and/or the employee's suitability to return to employment.
- (g) An absence of more than five (5) working days or more must be certified by a medical practitioner.
- (h) No employee shall be permitted to draw on accumulation until the current allowance for sick leave has been used up.
- (i) With the exception of full-time employees, as defined in Article 25.01 (b), accumulation in this plan for employees shall be in accordance with the ratio which the scheduled hours in the normal work week bears to thirty-five (35) hours, based upon continuous scheduled service.
- (j) Where an employee has been employed for more than two (2) years, and has used up all his/her sick leave credits, the Board may allow him/her sick leave of up to thirty (30) days in the case of an extended illness provided that such excess allowance be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. Upon his/her return to work, the employee is obligated to eliminate the sick leave debit at the rate of one-half (1/2) his/her annual sick leave credits. **The Board may set up a monetary repayment plan for employees who do not return to work within one year.**

26.20 All employees shall be entitled to full coordination of benefits.

26.21 All above benefits shall be in accordance with the Master Insurance Policy.

ARTICLE 27 - RETIREMENT GRATUITY

27.01 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 his/her named beneficiary or estate, **which will be paid in its entirety in one (1) payment.**

27.02 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 Article 27.04 (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 he/she is eligible for a 70% pension (35 years)).

27.03 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.

27.04 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.

27.05 Notwithstanding anything contained in Article 27, 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.

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

ARTICLE 28 - VACATION ENTITLEMENT

28.01 (a) Effective September 1, 2006, all 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 Article 28.01 (a) and be calculated for each vacation year by July 1st.
 - (ii) The vacation year is defined as July 1st to June 30th.
- 28.02 Pay in lieu of vacation time for employees under Article 28.01 (a) will be paid on a per pay basis, based on gross earnings.
- 28.03 In addition to the vacation entitlement outlined in Article 28.01 (a) employees shall be entitled to the equivalent of one (1) week additional wages **at the time** of retirement.
- 28.04 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 his/her salary, wage or rate **including all gratuities in Article 27, the only exception is overtime pay.**

ARTICLE 29 - JOB SECURITY

- 29.01 No member of the Bargaining Unit will be laid off (excluding voluntary), suffer a reduction in hours of work, or number of days worked in a school year, for the term of the 2008-2012 Collective Agreement.
- 29.02 All Child Youth Workers and Developmental Service Workers who were employed in, red-circled, eligible to be recalled in a promotable position for all or part of the 2007/2008 school year shall be paid, at minimum, at a rate consistent with the promotable occupational classification as per Article 13, for the term of the 2008-2012 Collective Agreement.
- 29.03 Should it become necessary to decrease the occupational classification of Support Worker Hearing Impaired (SWHIs) or Support Worker Hearing Impaired-Dual (SWHI-Dual) the Board commits to red-circling all SWHI/SWHI-Dual for the term of the 2008-2012 Collective Agreement. The current SWHIs who have been declared surplus and are working in the occupational classification of Educational Assistant will be red circled at their most recent SWHI rate effective the date of ratification.
- 29.04 The baseline staffing level for the purposes of the Provincial Discussion Table is 299.5 FTE. This does not include the four (4), twenty (20) hour per week Family Literacy Liason or Behaviour Management Systems Worker positions. The minimum staffing levels on an FTE basis in the Bargaining Unit shall be as follows:
 - 2008/2009: 299.5 FTE of which no more than 158.5 FTE shall be EAs
 - 2009/2010: 303.5 FTE of which no more than 158.5 FTE shall be EAs
 - 2010/2011: 303.5 FTE of which no more than 158.5 FTE shall be EAs
 - 2011/2012: 310.5 FTE of which no more than 165.5 FTE shall be EAs

- 29.05** E.C.E. positions are not included in calculating the number of promotable positions identified in Article 29.04 above.
- 29.06** In the event that special education funding decreases, below the 2008/2009 funding levels during the term of the Collective Agreement, the number of employees within the Bargaining Unit, as outlined in Article 29.04, may be decreased on a pro-rated basis consistent with the decrease of special education funding.
- 29.07** Employees who previously worked as E.C.E.s and are now working as Educational Assistants shall continue to be red-circled at a rate of \$25.09 per hour for the term of the 2008-2012 Collective Agreement.
- 29.08** In the event that the employer is in a position to hire E.C.E.s, the E.C.E.s identified in 29.07 above shall be recalled to such positions in order of seniority. At such time of recall, E.C.E.s shall be paid at the E.C.E. occupational classification rate as identified in Article 13.
- 29.09** 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.
- 29.10** 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.
- 29.11** 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.
- 29.12** 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.

ARTICLE 30 - COST OF LIVING ADJUSTMENT

- 30.01** (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 Article 30.01 (a).
- (c) The parties agree that for the life of this collective agreement this Article will not be in effect.

ARTICLE 31 - STRIKES AND LOCKOUTS

- 31.01 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*.
- 31.02 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.
- 31.03 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.
- 31.04 During any dispute between the Board and any other Bargaining Unit(s), employees shall not be required to take the place of members or do the work of other Bargaining Unit(s).
- 31.05 **If an employee is prevented from crossing a picket line, the employee shall immediately contact his/her Principal who will have responsibility for providing and ensuring the safe passage of the employee into his/her workplace. There shall be no loss of wages, in cases where the Principal is unable to provide safe passage into the workplace. In such cases the employee will be re-assigned.**

ARTICLE 32 - PERFORMANCE APPRAISALS

- 32.01 **Performance appraisal is a professional growth experience. It is also a process for administrative evaluating of employee performance.**
- 32.02 **The current performance appraisal procedure shall not be amended without prior consultation with the E.S.S. President.**

ARTICLE 33 - TERM OF AGREEMENT

- 33.01 This agreement shall be in effect from September 1, **2008** and shall continue in full force up to and including August 31, **2012** 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*.
- 33.02 If either party gives notice of its desire to negotiate amendments in accordance with Article **33.01**, 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*.
- 33.03 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 ____ day of November, 2008.

FOR THE BOARD

FOR THE UNION

Chairperson of the Board

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

Chairperson of Negotiation Policy Committee

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

Director and Secretary of the Board

Member of Negotiation Committee

Treasurer of the Board

Member of Negotiation Committee

Chief Negotiator
Superintendent of Human Resources

Member of Negotiation Committee

Coordinator of Human Resources

APPENDIX “A” – TEMPORARY SUPPORT STAFF (T.S.S.)

1.
 - (a) Temporary Support Staff (T.S.S.) covered by this Appendix refers to personnel employed by the Board 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 Article 14.
 - (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 Article 13.01.
 - (e) **The ten (10) T.S.S. employees with the earliest date of hire 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 five (5) years. Such employees shall be entitled to the Senior T.S.S. wage rate identified in Article 13. 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.**
2.
 - (a) The Board will maintain a separate list of T.S.S. organized by date of hire 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. hired on or after June 21st, 2007, “date of hire” shall mean the date the T.S.S. participated in the Board’s orientation session. Each T.S.S. shall sign and date his/her offer of employment letter at which time a “by chance lottery”, as defined in Article 7.04, 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. list.
 - (c) It is understood that if an employee commences employment as a T.S.S. prior to attending orientation, the date of hire to be used will be the date of orientation subject to 2(b).

3.
 - (a) 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.
4.
 - (a) Personnel employed as T.S.S. shall be eligible for all provisions in this Collective Agreement unless specifically excluded within a particular 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 Appendix "A" 4 (a), T.S.S. employees shall not be eligible for the provisions in the following Articles:
 - Article 7 – Seniority
 - Article 13 – Occupational Classifications/Rates of Pay (exclusive of 13.01)
 - Article 14 – Posting of Vacancies and Transfers (except where specific provision is identified)
 - Article 15 – Surplus, Layoff and Recall
 - Article 16 - Holidays
 - Article 17 – Leaves of Absence
 - Article 18 – Pregnancy/Adoption/Parental Leave
 - Article 19 – Miscellaneous Leaves
 - Article 23 – Tuition Assistance
 - Article 26 – Employee Benefits
 - Article 27 – Retirement Gratuity
5. T.S.S. shall be subject to the following call-in procedures **subject to the provisions in Article 15.03 and 15.04 for a T.S.S. Recall List for permanent employees**:
 - (a) For casual day-to-day call-in, available hours shall be offered to T.S.S. in order of date of hire 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**

Article 14.15 (b).

- (c) **For casual day-to-day call in only**, T.S.S. shall be permitted to refuse available hours not more than four (4) times per calendar month after which a refusal will result in the employee being removed from the T.S.S. list. T.S.S. are responsible for notifying the designated Human Resources Officer of their unavailability and obtaining approval of same, prior to the call-in, in order to be exempt from the refusal being charged against him/her.

Notwithstanding the above, a 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 1st of each school year.

- (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.
6. T.S.S. will be eligible to apply for internal postings for permanent vacancies as outlined in Article 14.
7. T.S.S. will pay union dues and levies as outlined in Article 4.
8. T.S.S. will fill in time sheets for payroll purposes on a daily basis and will be paid on bi-weekly pay schedule. In emergency situations, time sheets may be faxed into the payroll department at the end of each week to ensure there is no delay in the employee's receiving their bi-weekly pay. T.S.S. - L.T. **shall be** paid on the same bi-weekly pay schedule as permanent employees.
9. 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.
10. (a) T.S.S. employees shall be eligible for Professional Development as outlined in Article 24.
- (b) **T.S.S. - L.T. shall participate in and be paid for all Board Professional Development days.**

11. 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.
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.
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.**

Dated at Windsor, Ontario, this 14th day of November, 2008.

FOR THE BOARD

FOR THE E.S.S.

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.)

BEHAVIOUR MANAGEMENT SYSTEMS WORKER

The Board will create an Occupational Classification of Behaviour Management Systems Worker. The minimum qualifications for this position will be a Child and Youth Worker or Developmental Services Worker Diploma, qualified trainer in Behaviour Management System (may be trained by the Board) and 10 years experience in their related discipline in a school setting (elementary and secondary preferred). This position will be required to travel to school sites within the Greater Essex County District School Board to provide expertise on managing student behaviours to the school team. It is understood that the complete job description and qualifications are in the development stage. The ESS President will be provided an opportunity for input.

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

FOR THE BOARD

FOR THE UNION

LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(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 Article 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 Article 14.01 (a) (i) and filled as per Article 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 Article 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 Article 25.01 (a).

- 7) Any hours worked in excess of thirty-five (35) hours per week will be subject to the overtime provisions in Articles 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 Article 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 Article 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 Article 29.07 moves from a F.L.L. position to an E.A. position, the red-circling as per Article 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 21st day of November, 2008.

For the Board:

For the E.S.S.:

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.)

BENEFITS DELIVERY MODEL

- 1) It is understood that if the union seeks to withdraw from the Board benefit plan that they will enter into discussions with the Board. Parties agree that any such action will have no monetary increase for the Board.
- 2) Upon written request of the Bargaining Unit, the Board shall provide any requested information necessary in order to assist the Bargaining Unit to make decisions regarding proposing changes to improve benefits and/or changes to the benefits delivery model. It is understood that the nature of the disclosure will be similar, but not limited to, the information provided by the Board in a public procurement process.

Dated at Windsor, Ontario, this 14th day of November, 2008.

FOR THE BOARD

FOR THE UNION

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.)

Submitted without Prejudice

EMPLOYEE HEALTH COMMITTEE

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

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

Dated at Windsor, Ontario, this 6th day of November 2008.

FOR THE BOARD

FOR THE UNION

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.)

E.S.S. WORKPLACE RESOURCE CHART

The Board and the E.S.S. agree to jointly produce an E.S.S. Workplace Resource Chart for all E.S.S. worksites. The Resource Chart will include, but not be limited to, information on the following workplace issues:

- process for identifying and reporting a risk of violence to staff.
- process for reporting health and safety concerns.
- process for requesting personal protective equipment.
- safe practices in universal precautions in the handling and disposal of blood and body fluids.
- process for the administering of medication in accordance with Board Policy.
- process for the physical restraint of a student in accordance with Board Policy.
- any other workplace issues identified by the parties.

The parties commit to having the E.S.S. Workplace Resource Chart produced and posted in each E.S.S. worksite no later than April 1, 2009.

Dated at Windsor, Ontario, this 14th day of November, 2008.

FOR THE BOARD

FOR THE UNION

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.)

PROFESSIONAL DEVELOPMENT ENHANCEMENT

1. The parties agree that the Bargaining Unit's Share of the Professional Development Enhancement funding as outlined in Appendix 4 attached to Ministry of Education memo 2008: B10 is \$108,724.
2. The amount of \$108,724 shall be provided by the Board to the Bargaining Unit no later than December 31, 2008.

Dated at Windsor, Ontario, this 14th day of November 2008.

FOR THE BOARD

FOR THE UNION

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 14th day of November 2008.

FOR THE BOARD

FOR THE UNION

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.)

RED CIRCLING LUMP SUM PAYMENT

Both parties agree that employees who in the term of this agreement are red-circled at a previous years wage rate, will be entitled to a 3% lump sum payment at the end of each academic year, or on a per pay basis if possible, in which he/she was red-circled. This does not include those in the occupational classification of Early Childhood Educator as described in Article 29.07

Dated at Windsor, Ontario, this 21st day of November, 2008.

FOR THE BOARD

FOR THE UNION

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.)

SUPERVISION

- (1) 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.

For example:

- a Child and Youth Worker may be assigned supervision to promote social skills and positive peer interactions
 - a SWHI may be assigned supervision of deaf/hard of hearing students
 - an ECE may be assigned supervision of JK/SK students
 - an EA or DSW may be assigned supervision of identified students.
- (2) The Board further commits that at present time there are no plans to change to general supervision for the Educational Support Staff.
 - (3) Notwithstanding (1) and (2) 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.
 - (4) 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.
 - (5) All duties assigned to the E.S.S. will be divided equitably amongst all E.S.S. employees in a school.
 - (6) General supervision will not interfere with the instructional time with identified Students.

- (7) This does not diminish an employee's obligation to assist in emergency situations, including provisions under the *Safe Schools Act*.

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

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(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.)

VIDEO SURVEILLANCE

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.

There will be no video surveillance placed where employees have a reasonable expectation of privacy.

The video surveillance will not contravene the Collective Agreement.

Dated at Windsor, Ontario, this 5th day of November 2008.

FOR THE BOARD

FOR THE UNION

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.)

EARLY EXIT PACKAGE

The parties agree to the following:

1. In order to reduce the impact of surplus/laid off employees as per Article 15 of the 2008-2012 E.S.S. Collective Agreement, all employees employed as a SWHI (Dual) or SWHI, or employees who had recall rights as SWHI (Dual) or SWHI during the 2007/2008 school year will be offered the following Early Exit Packages.
2. An employee who chooses to accept an Early Exit Package will accept to leave the E.S.S. Bargaining Unit and shall forfeit all recall rights to his/her SWHI (Dual) or SWHI position.
3. The Board shall determine the number of Early Exit Package(s) that will be available in each of the four (4) school years based on the number of surplus SWHI (Dual) and SWHI. The Board may decide to offer an Early Exit Package(s) at any time during the school year.
4. Each time the Board determines a reduction to the overall compliment of SWHI (Dual) or SWHI position(s), the Board shall:
 - (a) Inform the E.S.S. President of such reduction at a Labour Management Meeting as per Article 15.02.
 - (b) Post the Early Exit Package offer to all employees identified in 1 above on the Board's e-mail system. Human Resources shall identify in the e-mail, the timelines in which an employee must respond to the offer, which will be no less than two (2) working days, and shall also include the date of resignation and the date the payout shall occur.
 - (c) Eligible employees shall notify in writing (or by e-mail) the Coordinator of Human Resources or designate and the E.S.S. President, of his/her intent to be considered for an Early Exit Package.

- (d) It is understood that notification to Human Resources does not guarantee the employee the Early Exit Package, but it is understood that once the employee notifies Human Resources his/her application is binding.
- (e) Notwithstanding 4 (b) above, the Board agrees that the timelines for the first package offered in Early Exit Package 1 shall close no earlier than January 16th, 2009.
- (f) Application for the Early Exit Package is strictly voluntary.

Determining who is chosen for the Early Exit Package:

- 5. Should the number of employees that declared his/her interest in accepting the Early Exit Package be greater than the number of Early Exit Packages being offered at that time, the most senior employee(s) that declared his/her intent for the Early Exit Package will be given the Early Exit Package.

Details of the Early Exit Packages:

Early Exit Package # 1 for the 2008-2009 school year.

SWHI (Dual) and SWHI choosing to accept the Early Exit Package offered between ratification and August 31, 2009 shall have the choice of either option (A) or (B):

- (A) A lump sum payment of seventeen thousand (\$17,000) cash or transferable to an RRSP; or
- (B) A lump sum payment of twelve thousand (\$12,000) cash or transferable to an RRSP and in addition ten thousand (\$10,000) dollars to be used toward education/re-training. Such education/re-training allowance shall be in accordance with the Board Tuition policy. However, the Board agrees to approve courses outside the employee's occupational classification. Such claims for reimbursement of tuition costs shall be made within five (5) years of leaving the employ of the Board.

Early Exit Package # 2 for the 2009-2010 school year.

SWHI (Dual) and SWHI choosing to accept the Early Exit Package offered between September 1, 2009 and August 31, 2010 shall have the choice of either option (C) or (D):

- (C) A lump sum payment of twelve thousand (\$12,000) cash or transferable to an RRSP; or
- (D) A lump sum payment of seven thousand (\$7,000) cash or transferable to an RRSP and in addition ten thousand (\$10,000) dollars to be used toward

education/re-training. Such education/re-training allowance shall be in accordance with the Board Tuition policy. However, the Board agrees to approve courses outside the employee's occupational classification. Such claims for reimbursement of tuition costs shall be made within five (5) years of leaving the employ of the Board.

Early Exit Package # 3 for the 2010-2011 school year.

SWHI (Dual) and SWHI choosing to accept the Early Exit Package offered between September 1, 2010 and August 31, 2011, shall have the choice of either option (E) or (F):

- (E) A lump sum payment of eight thousand (\$8,000) cash or transferable to an RRSP; or
- (F) A lump sum payment of five thousand (\$5,000) cash or transferable to an RRSP and in addition seven thousand (\$7,000) dollars to be used toward education/re-training. Such education/re-training allowance shall be in accordance with the Board Tuition policy. However, the Board agrees to approve courses outside the employee's occupational classification. Such claims for reimbursement of tuition costs shall be made within five (5) years of leaving the employ of the Board.

Early Exit Package # 4 for the 2011-2012 school year.

SWHI (Dual) and SWHI choosing to accept the Early Exit Package offered between September 1, 2011 and December 31, 2011 shall have the choice of either option (G) or (H):

- (G) A lump sum payment of six thousand (\$6,000) cash or transferable to an RRSP; or
- (H) A lump sum payment of three thousand (\$3,000) cash or transferable to an RRSP and in addition four thousand (\$4,000) dollars to be used toward education/re-training. Such education/re-training allowance shall be in accordance with the Board Tuition policy. However, the Board agrees to approve courses outside the employee's occupational classification. Such claims for reimbursement of tuition costs shall be made within five (5) years of leaving the employ of the Board.

6. A SWHI (Dual) or SWHI choosing to accept an Early Exit Package and resigns from the Bargaining Unit shall also be entitled to an Early Exit Allowance to a maximum of 50% of the employee's salary, regardless of OMERS or TPP status as follows:

$$\frac{A}{200} \times \frac{B}{25} \times \frac{C}{2}$$

- A= Cumulative Sick Leave
 B= Years of Service with the Board
 C= Annual Salary effective the time the employee chooses to resign from the Bargaining Unit.

The parties agree that this Letter of Understanding is above and beyond the provisions provided for in the current Collective Agreement. The Board agrees to uphold the intent of this Letter of Understanding with exceptions to any errors and/or omissions.

This Letter of Understanding is without prejudice or precedent and will expire on August 31, 2012.

The terms of and implementation of this Letter of Understanding are binding on both parties.

Letter of Understanding on Early Exit Package for SWHI-Dual and SWHI

Dated in Windsor this _____ date of November 2008

For the Board:

For O.S.S.T.F-E.S.S.

