

COLLECTIVE AGREEMENT

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

hereinafter called "the Board"

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION - DISTRICT 9

hereinafter called "the OSSTF or Union"

Representing

THE CONTINUING EDUCATION INSTRUCTORS

hereinafter called "the C.E.I. or the Bargaining Unit"

EFFECTIVE: SEPTEMBER 1, 2002 TO AUGUST 31, 2004.

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ARTICLE 1 – SCOPE, PURPOSE and DEFINITION

- 1.01 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) representing all C.E.I. employed by the Greater Essex County District School Board save and except the Principal of Adult and Continuing Education and persons in the bargaining unit for which any trade union held bargaining rights as of June 13, 1989.
- 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 Collective Agreement.
- 1.03 In this Collective Agreement:
- (a) "Board" means the Greater Essex County District School Board.
 - (b) "District 9" means the organization of the Ontario Secondary School Teachers' Federation which is authorized to represent the Continuing Education Branch.
 - (c) "Federation" means the Ontario Secondary School Teachers' Federation.
 - (d) "O.S.S.T.F." means the Ontario Secondary School Teachers' Federation.
 - (e) "Member" means a member of the C.E.I.
 - (f) "Continuing Education Instructor" means a person employed to teach a continuing education **non-credit** course, **which can include but not be limited to English as a Second Language course and Literacy Basic Skills course** for which a valid certificate of qualification or a letter of standing as a teacher is required by the regulations.
 - (g) C.E.I. means the organization of the Ontario Secondary School Teachers' Federation which is authorized to represent all continuing education instructors.
 - (h) Current C.E.I. **permanent** members may be seconded to work on special grant projects not consistent with the current structure of ESL and LBS under this Collective Agreement without loss of pay, benefits, pension or seniority. **Positions greater than four (4) months will be posted. The posting will be posted for 5 working days and will include the responsibilities and the term of the position.**

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes O.S.S.T.F. as the exclusive bargaining agent authorized to represent all instructors employed by the Board as defined in Article 1.01 and to negotiate on their behalf, and O.S.S.T.F. recognizes the negotiating committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Collective Agreement.
- 2.02 The Board recognizes the right of O.S.S.T.F. to authorize District 9 and the C.E.I. or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03 The Board recognizes the right of the C.E.I. to have O.S.S.T.F. and District 9 officers and/or legal counsel present during any meetings with Board representatives when a potential discipline or discharge is being investigated.
- 2.04 O.S.S.T.F. recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 O.S.S.T.F. recognizes that the Board has the right, duty and responsibility to provide and manage its schools and operations in the County of Essex. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its employees as granted and preserved in this Collective Agreement.
- 3.02 O.S.S.T.F. recognizes that the Board has the right to cancel classes due to insufficient enrolment, lack of space, insufficient funding or the inability to recruit instructors. In the event that a program is cancelled, the Board agrees to consult with O.S.S.T.F. prior to cancellation. The Board further agrees to consult with O.S.S.T.F. in the event that a class is cancelled due to lack of space.
- 3.03 O.S.S.T.F. recognizes the right and duty of the Board to transfer, promote, discipline, demote, suspend and discharge instructors provided that a claim by a permanent instructor 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 and 8.
- 3.04 The Board agrees to consult with District 9 and the C.E.I. concerning policy changes that may affect the working conditions of the employees prior to the implementation of such changes. Such consultation may be initiated by either party.

- 3.05 **The dismissal of an instructor during the probationary period will not be the subject of a grievance provided the Board has acted in good faith.**

ARTICLE 4 - MEMBERSHIP

- 4.01 All employees shall, as a condition of employment, either maintain membership in O.S.S.T.F. or join O.S.S.T.F. within thirty (30) days after the ratification of this Collective Agreement and remain members in good standing or if they do not become members, shall pay the equivalent of dues to O.S.S.T.F. in accordance with Section 47 of the Ontario Labour Relations Act. All new employees shall, as a condition of employment, join O.S.S.T.F. within thirty (30) days of employment and remain members in good standing.
- 4.02 On each regular pay date on which an employee is paid, the Employer shall deduct from each employee the O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by the OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 4.03 The O.S.S.T.F. dues deducted in 4.02 shall be remitted to the treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, number of days worked, salary for the period and the amounts deducted.
- 4.04 Dues specified by the Bargaining Unit in 4.02, if any, shall be deducted and remitted to the Treasurer of O.S.S.T.F. District 9, at the Bargaining Unit's current address no later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, number of days worked, salary for the period and the amounts deducted. O.S.S.T.F. and/or the Bargaining Unit as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by O.S.S.T.F. and/or the Bargaining Unit.
- 4.05 The Board agrees to provide C.E.I. President with a listing of employees covered by this Collective Agreement complete with address, position held and rate of pay before **May 15th** of each year or as soon as possible thereafter. At the time of hiring of any employee during the term of this Collective Agreement, the Board shall provide the foregoing information to the President of the C.E.I. In the event of any subsequent changes in any employee's status, including without restriction resignation and termination, the Board shall immediately notify the President of the C.E.I. of such change.
- 4.06 (a) When a tentative Agreement is reached between the parties and for the purpose of ratification, the Board will supply the C.E.I. President with fifty (50) copies of the tentative Agreement.

- (b) Once the Agreement is ratified by both parties, the Board shall provide each member, and any new member subsequent to the ratification, with a copy of the Collective Agreement.

4.07 The C.E.I. shall have the right to post notices of interest to its members in a mutually agreed upon area in each work location.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Board agrees that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of union membership or activity or within the meaning of the Ontario Human Rights Code.

ARTICLE 6 - STRIKES AND LOCKOUTS

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

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

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Within the term of this Agreement, a grievance shall be defined as a difference of opinion between the parties as to the interpretation, application, administration or alleged violation of this Agreement. A written grievance, as required in Sept. 2 of this Article, shall state:

- (a) the nature of the grievance and background circumstances;
- (b) the section(s) of the Agreement claimed to be infringed; and
- (c) the remedy or correction required.

7.02 Where a dispute involving an employee suspension or discharge occurs, the grievance shall be initiated at Step 2 of the grievance procedure.

7.03 A group grievance submitted on behalf of a group of employees or a policy grievance submitted by the Bargaining Unit/Union may be initiated at Step 2 of the grievance procedure.

7.04 The following steps shall govern the grievance procedure:

- Step 1 Within ten (10) working days of the time the grievor should reasonably be expected to be aware of the relevant facts, the employee, with the concurrence of the Bargaining Unit, shall discuss the complaint with the Principal of Adult and Continuing Education. The grievor may be

accompanied by a Union representative. The Principal of Adult and Continuing Education shall reply orally within ten (10) working days of the discussion.

Step 2 Failing satisfaction, the Bargaining Unit shall then, within ten (10) working days after receipt of the reply of the Principal of Adult and Continuing Education in Step 1 above, reduce the grievance to writing, detailing the article(s) which is alleged to have been violated, to the Manager of Employee Relations. The Manager of Employee Relations shall meet with the grievor accompanied by a Union representative, within ten (10) working days of receipt of the written grievance. The Manager of Employee Relations shall answer the grievance in writing within ten (10) working days of the meeting with the grievor and a Union representative, during which time the grievance will have been discussed at a meeting of the Director's Council.

- 7.05 If the grievance is still unresolved after exhausting the above procedure, the Bargaining Unit/Union may submit the grievance to Arbitration in accordance with Article 12 of the Agreement.
- 7.06 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.
- 7.07 Any time limits mentioned in the grievance and arbitration procedures may be extended by mutual agreement between the parties and by notification and confirmation in writing.
- 7.08 A grievance lodged by the Board shall be submitted in writing to the President of the Bargaining Unit. The President of the Bargaining Unit shall respond in writing to the Board within ten (10) days after receipt of the grievance. In the event the matter is unresolved, the Board may submit the grievance to arbitration in accordance with Article 8.
- 7.09 Should the processing or investigation of a grievance require that a grievor or the C.E.I. representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.

ARTICLE 8 - ARBITRATION PROCEDURE

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties, may, within twenty (20) working days, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation for a decision by a single arbitrator.

- 8.02 The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 8.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance under 7.07.
- 8.04 Each of the parties hereto will jointly share the expenses of the arbitrator.
- 8.05 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.
- 8.05 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.

ARTICLE 9 - RATES OF PAY

- 9.01 Instructors shall be paid as follows:
 (a) Hourly rate of LBS and ESL Instructors assigned to other than a full-day of work.

Effective September 1, 2002

Base Rate	Vacation	Statutory Holidays	Total
\$28.27	\$2.55	\$0.85	\$31.67

Effective September 1, 2003

Base Rate	Vacation	Statutory Holidays	Total
\$29.12	\$2.62	\$0.88	\$32.62

- (b) Daily rate for Literacy Basic Skills (LBS) and English as a Second Language (ESL) instructors who are assigned to courses of 2.75 hours duration (two such courses constitute a full day of work).

Effective September 1, 2002

Base Rate	Vacation	Statutory Holidays	Total
\$155.52	\$14.00	\$4.67	\$174.19

Effective September 1, 2003

Base Rate	Vacation	Statutory Holidays	Total
\$160.18	\$14.42	\$4.81	\$179.41

9.02 Allowances
The following allowances shall apply to positions of added responsibility:

Full-time Program Leader	Effective September 1, 2003	\$125.45 per week
Part-time Program Leader	Effective September 1, 2002	\$81.19 per week
	Effective September 1, 2003	\$83.63 per week
Lead Instructor	Effective September 1, 2002	\$59.92 per week
	Effective September 1, 2003	\$61.72 per week

ARTICLE 10 - POSITIONS OF ADDED RESPONSIBILITY

- 10.01 **The position of Full time ESL/LBS Program Leader or Part time ESL/LBS Program Leader shall be filled by a qualified instructor from within the bargaining unit at the time the posting occurs.** In the event that no such qualified instructor applies, the Board reserves the right to fill the position by any other means.
- 10.02 **The position of Full-time ESL/LBS Program Leader or Part time ESL/LBS Program Leader shall be a term appointment of three (3) years.** An instructor may be reappointed to a position of added responsibility.
- 10.03 Copies of all postings shall be provided to the C.E.I. President. **The posting will be posted for 5 working days and will include the responsibilities and the term of the position. All members of the bargaining unit who have completed their probation period shall be eligible to apply.**
- 10.04 (i) **A Full-time ESL/LBS Program Leader will be released full time, free of instructional duties, to provide coordination of the program. A Part-time ESL/LBS Program Leader will be released half time, free of instructional duties, and will be responsible for the coordination of programs at all locations where Board ESL/LBS programs are offered.**
- (ii) **The position of Full-time ESL/LBS Program Leader is subject to continued enrolment of students.**
- (iii) **The position of Part-time ESL/LBS Program Leader is subject to continued enrolment of students, funding received and the allocation of such funds.**
- (iv) **The position of Lead Instructor in Leamington is subject to continued enrolment of students, funding received and the allocation of such funds.**

ARTICLE 11 - SENIORITY (LBS AND ESL)

- 11.01 An instructor will be considered probationary and will be placed on a seniority list and shall have any seniority rights hereunder when the instructor has

worked two full terms **with a full-time workload** as an instructor of LBS or ESL. At the end of the probationary period, the instructor shall be called permanent.

11.02 Night school classes and summer school classes are not a full term and are not to be included in the calculation for full time. The instructor is considered to have worked two full terms when they have worked full days for two full terms September to January and/or February to June.

Part-time people working a half-day for a full term September to January or February to June would receive part-time credit towards the completion of their probation.

11.03 An instructor on a paid or unpaid leave of absence is deemed to continue to **maintain** seniority during that leave of absence.

11.04 Where **instructors** have equal seniority, the order of seniority shall be determined by lot and administered by the Union annually. The Union will inform the Board as to the results of the lot. **New-hire tie breaking will be held once and the outcome will remain permanent.**

11.05 **The dismissal of an instructor during the probationary period will not be the subject of a grievance provided the Board has acted in good faith.**

11.06 By **May 15**, or as soon thereafter as possible, the Board shall prepare, publish and post on a current basis seniority lists for instructors of LBS and ESL.

11.07 The seniority lists shall be posted on the bulletin board in the Adult and Continuing Education **worksites** and shall be open for revision for thirty (30) calendar days after posting. After thirty (30) calendar days, the seniority lists with the revisions, if any, shall be accepted as final and complete. The revision in the number of years of seniority shall be confined to those accumulated in the previous year except for instructors hired during the previous school year.

11.08 **An instructor shall continue to maintain seniority while on lay-off, subject to the provisions of 11.09 (f) below.**

11.09 **Seniority shall be continuous from the date of hire.** The seniority rights of an instructor shall cease for any one of the following reasons:

- (a) An instructor resigns.
- (b) An instructor retires.
- (c) An instructor is discharged and such discharge is not reversed through the grievance and arbitration procedures.
- (d) An instructor refuses a timetable unless a reason is given which is satisfactory to the Principal of Adult and Continuing Education Program, **subject to the review of the Manager of Employee Relations.**
- (e) An instructor is granted a leave of absence and fails to notify the

Principal of the Adult and Continuing Education Program prior to the end of the leave of absence, that he/she will return after the end of the leave of absence.

- (f) An instructor is laid off for a period of two (2) years.
- (g) **A Request for Working Periods (RWP) form is not submitted by May 31st of each year pursuant to Article 16 – Working Conditions. Extenuating circumstances may be considered by the Principal of Adult and Continuing Education.**

ARTICLE 12 - JOINT RELATIONS COMMITTEE

- 12.01 The Board and the C.E.I. shall establish a Joint Relations 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.
- 12.02 Any matter which is of concern to either party to this Agreement may be the subject of discussion at scheduled Joint Relations Committee meetings. Meetings will be held monthly during the school year unless mutually agreed to cancel. Additional meetings may be arranged as mutually agreed.
- 12.03 This committee does not in any way form part of the grievance or arbitration procedure set forth in this Agreement and no matter which is the subject matter of the grievance or arbitration procedure shall in any event be the subject of discussion at a meeting of this committee.

ARTICLE 13 - UNION BUSINESS RELEASE TIME

- 13.01 The Negotiating Committee of the C.E.I. shall be released from their duties without loss of pay, benefits, sick leave credit, seniority, service or experience for the purpose of attending negotiations for the renewal of this Collective Agreement.

The Union will be billed for any replacement costs incurred to replace members released for C.E.I. negotiations and/or Joint Relations Committee meetings scheduled during normal working hours.

- 13.02 The Board agrees to pay the salary, benefits and cost of replacement, if one is required, for any C.E.I. representative required to attend a meeting called by the Board during C.E.I. working hours.
- 13.03 With prior approval of the Manager of Human Resources or designate, and after consultation with the appropriate Superintendent/Principal/Manager, employees involved in Union matters during normal working hours shall not lose salary, benefits or seniority. The C.E.I. shall reimburse the Board for replacement costs.

ARTICLE 14 - CORRESPONDENCE

14.01 All correspondence between the Parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Manager of Employee Relations or designate of the Board and the C.E.I. President or designate and affected person(s) concerned, including the Principal of Adult and Continuing Education.

ARTICLE 15 - EMPLOYEE RECORDS

15.01 Members will receive a copy of any Board-initiated reprimand or disciplinary action which is entered in the member's personnel file. The C.E.I. President will receive a written copy of this action.

15.02 Any employee may request in writing, to have any correspondence removed from his/her file after two (2) years if that employee has had no additional disciplinary correspondence put in his/her file since the date of the correspondence in question. If the employee's request is denied, the employee shall receive, in writing, the reasons for such denial.

15.03 Any member has the right to review his/her personnel file.

ARTICLE 16 - WORKING CONDITIONS

16.01 (a) LBS and ESL instructors are required to submit their Request for Working Periods (RWP) form to the Principal of Adult and Continuing Education by May 31st of each year indicating that they are interested in employment for the next two terms. Each instructor will be given the RWP form no later than May 15th.

(b) Instructors will indicate whether they wish to work full-time, i.e. two courses per term or part-time and the sessions they are prepared to work, i.e. morning, afternoon or evening and the sessions they prefer to work.

(c) The RWP form will give each **instructor** the opportunity to indicate the following choices for each of the fall and winter terms:

(i) full-time (two courses) or part-time (one course)

(ii) morning, afternoon and/or evening sessions

(iii) city and/or county locations

(iv) **work site location**

(v) request for additional courses (beyond two courses)

(vi) ESL and/or LBS

- (d) Any changes to the RWP form submitted above may be submitted in writing to the Principal of Continuing Education **two** weeks prior to the start of a term.
- 16.02 (a) LBS and ESL classes will be offered to LBS and ESL instructors to a minimum of thirty six (36) weeks per year for two (2) classes per term, based on seniority and preferences indicated on the RWP and subject to being qualified and based on the current structure of the LBS and ESL Program.
- (b) The Board reserves the right to reduce the thirty-six (36) week period based on student enrolment, available space and/or any other situation subject to available grants.
- (c) Following the above process, at the discretion of the Principal of Adult and Continuing Education, an instructor, who teaches a full time-table, i.e. two courses, may be granted an opportunity to teach a third course provided no one covered by this Collective Agreement teaching less than full time, is available to do so. Consideration shall be made on the basis of seniority.
- (d) No new instructors may be hired until all instructors on lay-off have been recalled and all employees who have indicated on the RWP form to increase their instructional load have been given the opportunity to work.
- (e) A current list of staffing assignments will be provided to the C.E.I. President and the Manager of Human Resources no later than two weeks after the start of each term. An updated staffing list will be provided as changes occur. **Such lists shall be posted at each work site.**
- (f) All staffing assignment changes will be reviewed with the C.E.I. President or designate prior to implementation.
- 16.03 Any matter which is of concern to either party to this Collective Agreement may be the subject of discussion at a regularly scheduled meeting of the Joint Relations Committee.
- 16.04 Any employee covered by this Collective Agreement shall be provided with a copy of this Collective Agreement.
- 16.05 C.E.I.'s shall be required to notify the Human Resources Division of the Board, in writing, of any change of address and/or telephone number.
- 16.06 Five **and one-half** (5.5) hours of instruction per day shall constitute one (1) full day of employment.
- 16.07 Opportunity for job-sharing during the summer program will be provided subject to the approval of the Principal of Adult and Continuing Education.

- 16.08 There will be two terms of equal length for ESL/LBS day classes between September and June where practicable.
- 16.09 There will be two terms of equal length for ESL/LBS night classes between September and June where practicable.

ARTICLE 17- VACANCIES IN OTHER BARGAINING UNITS

- 17.01 C.E.I. who possess the necessary qualifications to teach in the elementary and/or secondary panel may inform the appropriate superintendent at any time that they are interested in obtaining a teaching position.
- 17.02 The Board agrees to consider such applications for interviews when teachers are being hired for the appropriate panel.
- 17.03 The Board agrees to notify the President of the C.E.I. Union when the Board is accepting applications in either the secondary or elementary panels.

ARTICLE 18 - LAYOFF AND RECALL

- 18.01 The Board agrees that should layoffs be necessary, employees will be laid off in reverse order of seniority in the bargaining unit subject to (a) and (b) below.
- (a) Where a layoff would result in the cancellation of a program due to the unavailability of a qualified instructor, the next least senior instructor shall be laid off.
- (b) **When the application of Article 18.01 results in the layoff of a Program Leader, the position of added responsibility shall be posted in accordance with Article 16. If no qualified instructor applies to the posting, the Program Leader shall be recalled to the position and the next least senior instructor shall be laid off.**
- 18.02 The Board shall notify, in writing, both the employee(s) affected by such layoff and the C.E.I. President. The written notification shall state the date the layoffs are to take effect.
- 18.03 Laid-off employees will maintain their seniority on the recall list for a period of up to two (2) years.
- 18.04 The Board shall maintain and publish by September 1, of each year, a recall list of laid-off employees in order of seniority, with a copy to the President of the C.E.I.
- 18.05 Bargaining Unit members who are eligible for recall shall file with the Board, their most recent address and telephone number.

- 18.06 Employees will be recalled in order of seniority from the most senior employee to the least senior employee and as positions become available and they are qualified for the position.
- 18.07 When a position becomes available, the Board shall contact the Member being recalled by telephone and shall follow-up with a letter by registered mail.
- 18.08 A Member shall have seven (7) days after the date of the registered letter to notify the Board of their acceptance of the recall. A Member may refuse recall for reasons of illness or injury without prejudice to the Member's recall rights.
- 18.09 Subject to Article 18.10, no external hiring shall take place either to fill permanent vacancies or supply work until all laid off employees have been given an opportunity for recall.
- 18.10 If the Board decides to replace an absent instructor, the replacement instructor shall be selected on the basis of seniority from the C.E.I.'s seniority list. If none are available, the Board may replace the absent instructor from instructors on the supply list.

ARTICLE 19 - EMPLOYEE BENEFITS (LBS AND ESL)

NOTE: The provisions of this article will apply to LBS and ESL Instructors instructing at least two (2) classes in each of two (2) terms or at least two (2) classes in at least three (3) terms for a minimum of twenty (20) hours per week, and thirty six (36) weeks per year based on the daily rate.

Benefits provided in this article will become effective the month following the month of ratification for eligible employees.

The benefits for each school year will be pro-rated in accordance with the timetable given to the instructors in the previous **term**. These benefits will continue on the same pro-ration regardless of whether the timetable of an instructor changes during the current school year.

- 19.01 (a) Eligible employees shall receive sick leave credits for each term of service with the Board equal to two (2) days for each month of service (maximum of eighteen (18) days per year).
- (b) A deduction shall be made in sick leave credits amounting to the number of days which an instructor is absent through illness and for which that instructor is paid, in any term, provided the instructor has sick leave days to his/her credit in accordance with Subsection 19.01 (c).
- (c) Unused sick leave credit may accumulate to a total of 100 days to the duration of his/her employment.

19.02 **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 Ontario Health and/or Workplace Safety and Insurance.
- (b) The Board will pay the full premium cost of:
An extended health care plan negotiated by the parties including enhanced out-of-Canada coverage for employees and their dependents which provides coverage over and above Ontario Health. The deductible during any given year shall be \$10 per individual or \$20 per family.
- (c) The Board will pay 90% of the premium costs of:
A generic prescription plan for employees and their dependents. 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 dispensing fee will be capped at \$6.50 per prescription.

19.03 **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, periodontics services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers).

The dental plan shall provide for a nine (9) month recall visit.

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

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

- (c) The Board will pay 100% of the premium cost for orthodontics (50% coinsurance to a lifetime maximum of \$1,800.)

19.04 **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 \$200.00 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 or any combination thereof. The full benefit

of \$200.00 is available at two-year intervals to commence from the date of the most recent purchase made under the vision care plan.

- 19.05
- (a) The Board will pay the full premium cost of a group life insurance plan which provides \$40,000 straight term coverage for all eligible instructors.
 - (b) Optional group life insurance will be offered to eligible instructors at their expense. The maximum optional group life insurance will be \$100,000 in \$25,000 segments and will be subject to the minimum requirements of the insurance carrier.
 - (c) In the event of an instructor being totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of this coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement, whichever comes first.
 - (d) Optional dependents life insurance will be offered to the instructors at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.

ARTICLE 20 - MISCELLANEOUS LEAVES (LBS AND ESL)

- 20.01 The provisions of this article will apply to LBS and ESL Instructors instructing at least two (2) classes in each of two (2) terms or at least two (2) classes in at least three (3) terms for a minimum of twenty (20) hours per week, and thirty-six (36) weeks per year based on the daily rate.

Eligible employees shall be allowed leave without loss of salary as described hereunder:

- (a) Compassionate leave shall be granted by the Manager of Human Resources without loss of salary and without deduction of sick leave credits up to three (3) days for the purpose of compassionate leave at the time of death of a member of the C.E.I.'s or spouse's immediate family which includes spouse, parent, sister, brother, step-parent, child, step-child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law or father-in-law, grandparent or total dependents. Additional days may be granted by the Manager of Human Resources when required for travelling.
- (b) Compassionate leave of up to one full day shall be granted to attend the funeral of a close friend or relative. Additional time may be granted by the Manager of Human Resources when required for travelling.
- (c) Adoption or birth of a child - two (2) days per occurrence.

- 20.02 An instructor's salary shall be paid without deduction from sick leave credits when the instructor is absent from duty for any of the following reasons:
- (a) jury duty
 - (b) quarantine
 - (c) subpoena
 - (d) other orders by health authorities
- 20.03 Miscellaneous Leave up to a maximum of five (5) days in any one school year other than that limited to three (3) days in Section 20.01, may be granted by the Manager of Human Resources without loss of salary and without loss of deduction of sick leave credits for other reasons approved by the Manager of Human Resources or extended under this Article to accommodate special circumstances for reasons approved by the Manager of Human Resources.

ARTICLE 21 - PREGNANCY/PARENTAL LEAVES

- 21.01 The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.
- 21.02 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.**
- 21.03 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.**
- 21.04 To receive pay, the employee must forward to Human Resources proof of receipt of pay from EI. 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.**
- 21.05 The pay will not exceed the amounts specified in 21.03 above.**
- 21.06 The 6-week period will include the 2-week waiting period and furthermore is not in addition to the 17-week pregnancy leave maximum and 35 week parental leave maximum.**
- 21.07 If not eligible for EI, the employee will be entitled to regular compensation from the employees’ accrued sick leave bank for a maximum of 6 weeks or days accrued in their sick leave bank.**
- 21.08 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 22 - LEAVE OF ABSENCE

- 22.01 A permanent employee may be granted a leave of absence without pay, by the Board on the recommendation of the appropriate Superintendent, up to one (1) school year. The leave of absence shall not interrupt the continuance of employment of the employee with the Board. An employee shall apply in writing not later than April 1st.

ARTICLE 23 - SAFETY

- 23.01 The Board shall abide by the Occupational Health and Safety Act and the regulations thereunder.

ARTICLE 24 - WORKPLACE SAFETY AND INSURANCE

- 24.01 It is agreed that when a C.E.I. member is injured during the performance of his/her duties and is unable to perform such duties and has applied for Workplace Safety and Insurance benefits, the employee will be placed on sick leave until such time as approval of the Workplace Safety and Insurance claim is rendered, up to the amount of the employee's accumulated sick days. During this period, provided the employee has sick leave days to his/her credit, the employee will be receiving the WSIB legislated amount of eighty-five percent (85%). 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. If the Workplace Safety and Insurance claim is rejected, the employee will be placed on sick leave provided the employee has sick leave days to his/her credit, and his/her salary will be adjusted accordingly retroactive to the first day of the absence.
- 24.02 (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 otherwise have received. The portion of a day deducted from the employee's sick leave credit per day of absence will be equal to the ratio of the difference between the WSIB permanent disability loss of earnings benefit and the net salary compared to the employee's gross salary.
- (b) Employees who receive payments under Article 21.02 (a) and who are drawing sick leave in accordance with Article 21.02 (a) will be entitled to the Board's contribution to benefits.
- 24.03 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.

ARTICLE 25 - MILEAGE

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

ARTICLE 26 - DURATION

26.01 This Collective Agreement shall be in effect from **September 1, 2002** and shall continue in full force up to and including **August 31, 2004** and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification of this Collective Agreement, in accordance with the Ontario Labour Relations Act.

26.02 If either party gives notice of its desire to negotiate amendments in accordance with Section 26.01 above, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Collective Agreement in accordance with the Ontario Labour Relations Act.

26.03 Nothing herein prevents the revision or amendment of any provision of this Collective Agreement by mutual consent in writing of the parties hereto during the term of this Collective Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified by the Trustees of the Board on behalf of the Board and the membership of the C.E.I., District 9 on behalf of the instructors.

Dated at Windsor, Ontario this _____ day of _____, 2003.

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

**On behalf of the
THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION. DISTRICT 9
Continuing Education Instructors' Branch**

Chairperson of the Board

OSSTF-CEI President

Chairperson-Negotiation Policy Cttee.

Negotiator

Chief Negotiator

Negotiator

Principal

**LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
REPRESENTING
CONTINUING EDUCATION INSTRUCTORS**

Other instructors may be employed that may not have qualifications as per the Regulation. The following conditions apply:

- 1. The Board will grandfather (retain employment) current permanent members who do not possess an Ontario Teacher Certificate.**
- 2. In cases where there is no qualified instructor, if the Board requires further instructors, the Board may hire an instructor without their Ontario Teacher Certificate.**
- 3. Such placements will be temporary for one term and probation and seniority provisions will not apply.**

Dated at Windsor, Ontario this _____ day of _____, 2003

**For the Greater Essex County
District School Board**

**For the Ontario Secondary School
Teachers' Federation – District 9
Continuing Education Instructors**

**LETTER OF UNDERSTANDING
BETWEEN
THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
REPRESENTING
CONTINUING EDUCATION INSTRUCTORS**

Whereas the Board and the C.E.I. agree to the following terms and conditions with respect to Summer Work.

1. The summer school program for ESL/LBS may be offered at the sole discretion of the Principal of Adult and Continuing Education. If there is going to be summer work available, the following shall be the process for work distribution.
 - (a) All qualified employees shall be given an opportunity for summer ESL/LBS instructional work.
 - (b) The Principal of Adult and Continuing Education will inform employees of the availability of summer work when the decision is made each year by posting a "Summer Opportunities Notice" for C.E.I. members.
 - (c) An employee interested in summer work will notify the Principal of Continuing Education, in writing, by June 15th, stating the preferred assignment. The C.E.I. President, or designate, will be provided with a list of interested employees.
 - (d) Summer work assignments will be granted to interested employees on a seniority basis.
 - (e) An employee will receive the hourly rate of pay for an ESL/LBS Instructor in accordance with Article 9 for all summer work.

Dated at Windsor, Ontario this _____ day of _____, 2003

**For the Greater Essex County
District School Board**

**For the Ontario Secondary School
Teachers' Federation – District 9
Continuing Education Instructors**

**LETTER OF UNDERSTANDING
 BETWEEN
 THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
 AND
 THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
 REPRESENTING
 CONTINUING EDUCATION INSTRUCTORS**

Hourly rate of International Language and General Interest Instructors

Effective September 1, 2002

Base Rate	Vacation	Statutory Holidays	Total
\$22.04	\$1.63	\$0.65	\$24.32

Effective September 1, 2003

Base Rate	Vacation	Statutory Holidays	Total
\$22.71	\$1.68	\$0.66	\$25.05

Dated at Windsor, Ontario this _____ day of _____, 2003

**For the Greater Essex County
 District School Board**

**For the Ontario Secondary School
 Teachers' Federation – District 9
 Continuing Education Instructors**

