



Collective Agreement

Between

The Thames Valley District School Board

and

**Continuing Education Instructors
(Represented by)
Ontario Secondary Teachers' Federation**

Term of Agreement:

2008 November 25

to

2012 August 31

A Caring, Learning Community

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ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.01 It is the intent and desire of both parties to establish, promote and facilitate an effective, harmonious and orderly working relationship, to provide for the prompt and equitable disposition of grievances which arise under the terms of this Collective Agreement, and to set out the terms and conditions of employment and other matters that have been agreed to by the parties.
- 1.02 This agreement shall apply to all Employees in the Bargaining Unit defined in the certificate issued by the Ontario Labour Relations Board, that is all Continuing Education Instructors, save and except Administrators and Coordinators and persons above that rank within the Thames Valley District School Board of Education.
- 1.03 The Employer recognizes the Union as the sole collective bargaining agent for all Employees in the Bargaining Unit defined above.
- 1.04 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any OSSTF advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 2 - REPRESENTATION

- 2.01 The Board recognizes the right of O.S.S.T.F. to represent a member at the member's request at any meeting when the conduct or competence of the member is being considered. The Board shall notify the member of the right to Federation representation.
- 2.02 At negotiations for the renewal of this Agreement, the Board shall recognize and meet with a negotiating committee of the Bargaining Unit composed of not more than five (5) Employees employed by the Board and the Bargaining Unit's Chief Negotiator. The parties may have the assistance of such advisors as they may deem necessary from time to time.
- 2.03 The Bargaining Unit shall keep the Board informed as to the members of its Negotiating Committee, the President of the Bargaining Unit or designate, and Bargaining Unit Executive.
- 2.04 The members of the Bargaining Unit's Negotiating Committee, the President of the Bargaining Unit or designate or Bargaining Unit Executive shall not leave their regular duties as an Employee without first obtaining the permission of the Principal of Continuing Education. It is understood that the Bargaining Unit representatives will not absent themselves from their regular duties unreasonably.
- 2.05 Members of the Bargaining Unit Negotiating Team who spend work days negotiating or on a grievance committee shall be treated in all respects as though they are actively at work, covered by all terms and provisions of this Agreement.
- 2.06 The Bargaining Unit shall be entitled to up to ten (10) equivalent days leave per year

to be taken in blocks of not less than one-half (½) days in order to conduct Union business. The Bargaining Unit shall reimburse the Board for the costs of the leave. Leave shall be taken by Bargaining Unit Executive members with the written authorization of the Bargaining Unit President. Such leave shall be scheduled at a time mutually agreeable to the Employee and the Superintendent of Human Resource Services or designate. The Employee shall suffer no loss of pay, benefits, seniority or any other rights and privileges under this Agreement for such leave.

- 2.07 The Board shall grant up to full-time leave of absence for the period of term of office to the President of the Bargaining Unit and to any member serving as an officer of District 11, OSSTF. The Bargaining Unit shall reimburse the Board for the full costs of the leave. The Employee shall suffer no loss of pay, benefits, seniority or any other rights and privileges under this Agreement for such leave. The Employee shall return to the position held prior to the Union leave.
- 2.08 The Joint Staffing Committee shall consist of four (4) representatives of the Employer and four (4) representatives of the Bargaining Unit. The Committee shall meet prior to each term to monitor the assignment of hours to all members of the Bargaining Unit (LBS, ESL, DE and IL) and the assignment of non-instructional duties. Any disagreements concerning assignments or the application of Article 16 (Assignment and Transfer) or Article 18 (Layoffs and Recall) shall be referred to the Mutual Concerns Committee for resolution if they cannot be resolved at the Joint Staffing Committee meeting.
- 2.09 The Mutual Concerns Committee shall consist of not more than five (5) representatives of the Employer and five (5) representatives of the Bargaining Unit. The Committee shall meet to discuss any matters which are of concern to the Bargaining Unit or the Employer. The Committee shall meet once per term at times mutually agreed upon and at other times as required.
- 2.10 No Bargaining Unit representative will suffer a loss of pay as a result of attending a Joint Staffing or Mutual Concerns Committee meeting.

ARTICLE 3 - DEFINITIONS

- 3.01 "Continuing Education Instructor" means a person employed to provide instruction in a Continuing Education Non-credit course or class of English As A Second Language, Literacy and Basic Skills, Driver Education, International Languages and Swimming.
- 3.02 "O.S.S.T.F." or "the Union" means the Ontario Secondary School Teachers' Federation.
- 3.03 "O.S.S.T.F., District 11" means the Employees represented by O.S.S.T.F. employed by the Thames Valley District School Board.
- 3.04 "O.S.S.T.F., District 11 Continuing Education Instructors Bargaining Unit" or "the Bargaining Unit" means the bargaining unit comprised of all Employees covered by this Agreement.

- 3.05 "Permanent Employee" means any Employee who has successfully completed the probationary period.
- 3.06 "Employer" or "the Board" means the Thames Valley District School Board.
- 3.07 "Full-time Employee" means an Employee who is regularly scheduled to work twenty-five (25) or more hours per week.
- 3.08 "Part-time Employee" means an Employee who is regularly scheduled to work less than twenty-five (25) hours per week.

ARTICLE 4 - TERM OF AGREEMENT

- 4.01 This Agreement shall be in effect from the date of ratification and shall continue in force up to and including 2012 August 31 and shall continue automatically from year to year thereafter unless either party gives to the other party written notice within ninety (90) days prior to the expiration date of its desire to negotiate with a view to renewal, with or without modifications, of this Agreement in accordance with the Labour Relations Act.
- 4.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 4.01, 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 Labour Relations Act.
- 4.03 No changes can be made to this Agreement without the mutual written consent of the parties. Any such change must be ratified by the parties, as determined by their respective bargaining procedures.
- 4.04 All attachments to this Collective Agreement form an integral part of the agreement and are grievable and arbitrable in accordance with Article 9 (Grievance and Arbitration Procedure).

ARTICLE 5 - STRIKE AND LOCKOUT

- 5.01 There shall be no strike or lock-out during the life of this Agreement. The terms "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.
- 5.02 In the event of a labour dispute between the Employer and another bargaining unit the parties shall meet to discuss Employees' duties during the dispute.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Parties recognize the right and obligation of the Employer to exercise its management rights and functions including the right and obligation of the Employer to manage the affairs of the Employer in all respects and to carry out such responsibilities of the Employer which are not specifically abridged or amended or limited by the terms of the agreement and which are in compliance with the prevailing statutes and regulations.

- 6.02 The Employer agrees that these rights shall be executed in a manner consistent with the terms and provisions of the Agreement and shall be subject to the right of the Employee and/or the Bargaining Unit to lodge a grievance as set forth herein.
- 6.03 Any changes in the Employer's rules, regulations or policies affecting Employees covered by this Agreement shall be sent to the Bargaining Unit upon implementation.

ARTICLE 7 - UNION SECURITY

- 7.01 All Employees shall as a condition of employment, maintain membership in the Union if they are presently a member. All new Employees shall as a condition of employment, join the Union and remain a member in good standing.
- 7.02 On each pay date which an Employee receives a pay the Employer shall deduct from each Employee the OSSTF dues and any levies chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forward in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 7.03 The OSSTF dues deducted in accordance with 7.02 shall be remitted to the Treasurer of the OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their SIN numbers and the amount deducted, the hourly rate and hours worked and a copy shall be sent to the President and the Secretary of the Bargaining Unit.
- 7.04 Levies specified by the Bargaining Unit in accordance with 7.02, if any, shall be deducted and remitted to the Treasurer of OSSTF, District 11 no later than the 15th of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their SIN numbers, the amounts deducted, the hourly rate and hours worked, and a copy shall be sent to the President and the Secretary of the Bargaining Unit.
- 7.05 OSSTF 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 OSSTF and/or the Bargaining Unit.
- 7.06 If applicable, the Employer shall return prior to July 30 to the Bargaining Unit the Federal Employment Premium Rebates to which the individual Bargaining Unit members are entitled for the previous twelve (12) months.
- 7.07 In returning these monies to the Bargaining Unit, under Article 7.06 the Bargaining Unit holds the Employer harmless with respect to any individual grievances filed by a member of the Bargaining Unit with respect to these funds.
- 7.08 (a) By October 15th of each year, the Employer will provide the Union with a report from the Employer's Human Resource Services Information System which contains a current list of names, home addresses, home telephone

numbers, work locations, job classifications and entitlement hours of Employees covered by this agreement unless prevented by any applicable legislation.

- (b) The Employer shall notify the Union in writing, by the 10th day of the following month, of all appointments, hirings, transfers, layoffs, recalls and terminations of employment and retirements, concerning Employees covered by this agreement during the previous month.
- (c) The Employer shall advise the Bargaining Unit of all job postings and leaves of absence exceeding one (1) month.
- (d) At written request, the Employer will provide up to three times a year a set of labels for all Employees at a cost of \$50.00 per occasion.

7.09 The Employer will be responsible to print the newest collective agreement and:

- (a) distribute a print copy to each newly hired Continuing Education Instructor
- (b) to distribute a print copy to each Continuing Education Instructor who works at a worksite that does not have a board computer connected to the Internet
- (c) post a copy electronically to be accessible to all Employees of the Bargaining Unit.

7.10 The Employer shall provide contact information for the Bargaining Unit President as provided by the Union to each newly hired Continuing Education Instructor.

7.11 With the prior permission of the Employer, the Union may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the building in which they are held.

ARTICLE 8 - MISCELLANEOUS

8.01 Unless otherwise specifically indicated in this Agreement, all correspondence between the parties arising out of or in connection with this Agreement shall be between the Executive Superintendent of Human Resource Services or designate and the President of the Bargaining Unit or designate.

8.02 Bulletin board space will be provided at the work location on Board property of each Employee for the use of the Bargaining Unit.

8.03 Where Employees are directed by their Principal or Coordinator to be in attendance on non-instructional days or at meetings outside of assigned paid time, the Employees shall be paid their normal rate of pay for that time.

8.04 Notwithstanding any other programs provided for Employees, the Board shall provide in advance, information of System Professional Activity Day schedules and activities. Employees may register and participate in such activities on a voluntary

basis and at no cost to the Board, subject to obtaining the prior approval of the Superintendent of Human Resource Services or designate.

- 8.05 An Employee shall have access to his/her personnel file upon making prior request and shall be accompanied by a representative of the Employer and a representative of the Bargaining Unit if requested by the Employee.
- 8.06 It is the obligation of the Employee to keep the Board informed of the Employee's current mailing address and phone number.
- 8.07 The Board shall provide adequate insurance protection for Employees against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Employees covered by this Agreement.
- 8.08 Subject to the other legal obligations of the Board, qualified Continuing Education Instructors who have applied to teach (which presently requires registration with ATTN) in the elementary and/or secondary panels and have notified their Supervisor in writing on or before January 01 of each year of their desire to be hired to a contract teaching position, will be given due consideration for such positions before outside hiring.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 An Employee who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement may discuss the complaint with the immediate Supervisor. Such a complaint shall be brought to the attention of the immediate Supervisor within twenty (20) days after the Employee becomes aware or should have been aware of the circumstances giving rise to the complaint. The Employee and immediate Supervisor shall complete their informal discussions within five (5) days. Failing resolution of the complaint by informal discussion, the Employee may request the Union to lodge a grievance as provided for herein.

Step One

The Union shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought. The signed grievance shall be sent to the Superintendent of the appropriate department within twenty (20) days of the Employee becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed. The Superintendent or designate will meet jointly with the grievor and the Union Representative(s) within fifteen (15) days of receipt of the grievance. The Superintendent or designate shall forward a written decision to the Bargaining Unit Representative within fifteen (15) days of the date on which the grievance meeting was held.

Step Two

If no settlement is reached at Step One, the Union may, within ten (10) days of receipt of the written reply of the Superintendent of the appropriate department or

designate, refer the matter to the Executive Superintendent of Human Resource Services or designate. If referred to a designate, the designate shall not be the same individual who may have acted as a designate under Step One. The Executive Superintendent of Human Resource Services or designate shall meet with the Union Representative(s) within ten (10) days of receipt of the written request to discuss and endeavour to solve the problem. The Executive Superintendent of Human Resource Services or designate shall answer the grievance in writing within fifteen (15) days of the meeting.

Step Three

If no settlement is reached, the Union may submit the grievance to arbitration within twenty (20) days of receipt of the response.

9.02 (a) **Single Arbitrator**

When either party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other party to the Agreement indicating the name(s) of a proposed Arbitrator. Within ten (10) days thereafter, the other party shall respond in writing indicating their agreement with a proposed Arbitrator or suggesting another name(s). If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

(b) **Board of Arbitration**

When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the Agreement indicating the name of its appointee to the Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the Arbitration Board, the other Party may request the Minister of Labour to appoint such a nominee.

(c) **Decision of the Arbitrator**

An Arbitrator or Board of Arbitration shall endeavour to give a decision, including one on whether a matter is arbitrable, within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties and upon any employer or Employees affected by it.

(d) **Powers of the Board**

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the *Labour Relations Act*.

9.03 The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

9.04 **Discharge Grievance**

Where an Employee has received a termination notice, the Employee may file a grievance at Step One within ten (10) days of written notice of termination.

9.05 **Policy Grievance**

The Union and the Board shall have the right to file a grievance or Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the words of Step One and Two modified as appropriate.

General Guidelines

9.06 "Days" shall mean instructional days as set by the Board for the standard regular day school year calendar.

9.07 Time limits under the grievance and arbitration process are to be adhered to, although the parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with the provisions of the *Labour Relations Act*.

9.08 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

9.09 If the party against whom the grievance is lodged fails to respond within the time limit, the grievance shall automatically move to the next step in the process.

9.10 At any time of the grievance/arbitration procedure either or both parties may be represented by legal counsel so long as notification of the use of legal counsel at Step One has been submitted to the other party at least one (1) week prior to any meeting, or such shorter time as the parties agree.

9.11 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 person and time for grievance mediation to occur.

9.12 A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision or condition of the Agreement, including the question of whether a matter is arbitrable.

ARTICLE 10 - PROVISIONS FOR ABSENCE WITH PAY

10.01 Sick Leave

- (a) Permanent part-time and permanent full-time Employees shall be credited with hours available and use such hours in accordance with this Article. Where an Employee has sufficient credited hours greater than or equivalent to their hours of absence, there shall be no deduction of salary. The total credited hours will be reduced by the number of hours absent.
- (b) On September 01 of each year, a permanent Employee working twenty-five (25) hours or more as of September 01, will be credited with one hundred (100) hours based on ten (10) month school year. Employees working twelve and one half (12.5) or more hours as of September 01, will be credited with sick leave hours on a pro-rata basis to a twenty five (25) hour assignment. Any changes after September 01 in the assigned hours shall result in a pro-rata adjustment in the hours of sick leave.
- (c) Credited hours may not be carried beyond August 31 in any given year.
- (d) Permanent Employees may use credited sick leave hours during summer assignments.
- (e) Absences permissible and chargeable under the Sick Leave Plan shall be for personal illness, personal injury, clinical tests, hospitalization for medical observation or treatment, emergency dental appointments, or any other such absence for health reasons certified by a physician or a licentiate of dental surgery.

10.02 Special leave without a deduction from salary and without loss of sick leave credits shall be available to Employees for the circumstances and under the condition outlined hereunder. Leaves under Article 10.02 require advance approval of the Supervisor, unless otherwise indicated.

(a) Jury Duty

When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Employee is not a party or one of the persons charged, the Employee must refund to the Board all monies received as a juror or witness exclusive of traveling allowances and living expenses. The court summons or subpoena must be submitted by the Supervisor to the Executive Superintendent of Human Resource Services or designate for approval.

(b) Bereavement Leave

- (i) Up to three (3) days shall be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include parent, sibling, spouse or partner, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law,

daughter-in-law, legal guardian, grandchild, grandparent or person who has acted as father or mother in lieu of the natural parent.

(ii) Notwithstanding the above, the leave may be extended by a maximum of two (2) days subject to the approval of the Executive Superintendent of Human Resource Services or designate.

(iii) Up to one (1) day per school year shall be granted to attend the funeral of a friend or family member not included in Article 10.02 (b) (i).

(c) **Acts of Nature**

(i) An Employee who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) instructional days leave per school year with deduction of sick leave credit(s). An Employee may apply in writing to the Executive Superintendent of Human Resource Services or designate for an increase in the maximum allowable days under this section.

(ii) An Employee who is delayed by local weather conditions but arrives at his/her workplace as soon as possible during the regular instructional hours of that day will not have a sick leave deduction made.

(iii) When a school/job location is closed by the Employer due to climatic conditions, an Employee shall be paid for the equivalent of the assigned day(s) or fraction thereof, provided an Employee is scheduled to work on such a day.

(d) **Religious Holidays**

An Employee shall be entitled to leave for religious holidays in accordance with Board Policy.

(e) **Quarantine**

Leave shall be granted when an Employee is absent from work because of exposure to a common case disease, or the Employee is quarantined or otherwise prevented from working by order of the medical health authorities.

(f) **Care Day**

An Employee may request to use one (1) day per school year to care for an immediate family member who is ill. For purposes of the Article, immediate family will be partner, child or parent.

ARTICLE 11 - LEAVE OF ABSENCE WITHOUT PAY

11.01 Short Term Unpaid Leave of Absence

The Employer may grant a short term leave of absence without pay of one (1) day up to two (2) weeks to an Employee for good and sufficient reason if, in the opinion of the Employer, the Employee's absence will not conflict with its efficient operations. Employees requesting a short term leave of absence should submit

their written request as far in advance of the leave as possible. A short term leave of absence may not be used for or to extend a vacation period.

11.02 **Long Term Unpaid Leave of Absence**

A long term leave of absence of greater than two (2) weeks and up to one (1) year in length, may be granted by the Executive Superintendent of Human Resource Services or designate, upon written request of an Employee, subject to the following provisions:

- (a) The request shall be received four (4) weeks prior to the commencement of the term in which the leave is to begin;
- (b) Subject to Article 18 (Layoffs and Recall), the leave shall not change the Employee's ongoing entitlement to hours of work per week or affect the Employee's placement on the Seniority list;
- (c) An Employee may request an extension of up to one (1) year provided the request is received four (4) weeks prior to the effective date of the extension;
- (d) The maximum duration of each long term leave and extension shall be two (2) years.

11.03 Employees shall return to their former position if it exists or, if it no longer exists, to an equivalent position provided the Employee has not been laid off or displaced under the terms of this collective agreement.

11.04 An Employee will be granted any change in the pay scale which may have occurred during the leave relative to the position most recently held or to a comparable position to which the Employee may be assigned, however, the leave shall be without pay or sick leave and time on leave shall not count for calculation of salary increments.

11.05 Employees must make arrangements with the Employer and/or with the Teachers Pension Plan or OMERS Pension Plan regarding pension plan contributions. During this leave, an Employee may continue to participate in the benefit plans at the Employee's full expense.

ARTICLE 12 - PREGNANCY AND PARENTAL LEAVES

12.01 Employees shall be granted pregnancy and parental leaves in accordance with the *Ontario Employment Standards Act* as amended from time to time.

12.02 In order to facilitate the hiring of replacement Employees, the Employee will try to give four (4) weeks notice of the beginning and end dates of the leave.

12.03 Application for leaves shall be made to the Executive Superintendent of Human Resource Services or designate through the Supervisor. For Pregnancy Leave, the application must include the certificate of a legally qualified medical practitioner stating the Employee is pregnant and giving the estimated date when birth will occur. The Employer shall provide a standard form letter for such purpose.

12.04 The Employer shall provide a parental/pregnancy/adoption leave Supplementary Employment Benefit Plan which shall pay the Employee an amount equal to the Employment Insurance rate for the two week waiting period prior to the start of

benefits under Employment Insurance.

- 12.05 During such leaves, an Employee may continue to participate in the benefit plans outlined in Article 13 (Benefits). The Employer will continue to pay its share of benefit premiums for Employees who have been granted statutory leaves in accordance with the *Employment Standards Act*.
- 12.06 Extended Parenting Leave up to a maximum of twenty-four (24) months, may be granted subject to such leaves coinciding with natural breaks in the work schedule.
- 12.07 Seniority will continue to accrue during the leaves in accordance with Article 14.01 (Seniority).
- 12.08 Employees shall return to their former position if it exists or to an equivalent position provided the Employee has not been laid off or displaced under the terms of this collective agreement.
- 12.09 Notwithstanding Article 12.04 an Employee going on Pregnancy Leave may request sick leave from the date of delivery if the Employee has sufficient sick leave to her credit, provided a medical certificate is supplied by a physician. It is understood that time on sick leave in these circumstances counts as time for purposes of Pregnancy Leave.
- 12.10 The SEB Plan will not be applicable for Employees who elect sick leave of at least ten (10) days as per Article 12.09 above unless their sick leave is not recognized by the Employment Insurance Commission as replacement for the statutory waiting period.

ARTICLE 13 - BENEFITS

- 13.01 (a) Subject to the availability through an insurance carrier of the group insurance plans specified below, common benefit plans for all eligible Employees of the Bargaining Unit shall be provided. The Plans shall be comprised of the following components:
- (i) Health Plan;
 - (ii) Dental Plan;
 - (iii) Life Insurance Plan: including basic group life insurance, and optional Employee life.
- (b) Employees are eligible to participate in the benefit plans once they have completed three (3) calendar months of employment in a permanent position, provided they are actively at work and not on lay off.
- 13.02 (a) The Employer will pay on behalf of each eligible Employee working twenty-five (25) hours or more per week, one hundred percent (100%) of the premiums for health, dental plans and basic group life insurance for the months of September through June. Employees will pay one hundred percent (100%) of the premiums for the months of July and August if not employed during the summer term.

For Employees working during the summer term, the Employer will pay on behalf of each eligible Employee working twenty-five (25) hours or more per week, one hundred percent (100%) of the premiums for health, dental plans and basic group life insurance for the month of July. Contributions for eligible part-time Employees shall be pro-rated according to the Employee's

hours of work during the summer term.

Prepayment of premiums for July (if applicable) and August will be deducted over the final six (6) pay periods of the school year.

Participation in the life insurance, health and dental plans is a condition of employment for all full-time Employees. Full-time Employees may decline participation in the health and dental plans provided proof of coverage by an alternative plan is submitted.

- (b) Eligible part-time Employees regularly scheduled to work at least seventeen and one half (17.5) hours but less than twenty-five (25) hours per week will be eligible to participate in the Benefit Plans. The Employer's contribution to the health and dental plans shall be prorated according to the Employee's permanently assigned hours of work.
- 13.03
- (a) Eligible part-time Employees regularly scheduled to work at least seventeen and one half (17.5) hours shall be provided with \$40,000 of term life insurance and full-time Employees shall be provided with \$80,000 of term life insurance.
 - (b) Optional Employee Life Insurance is available to a maximum of \$100,000 in \$25,000 units. This plan will be administered by the Employer with full premium costs of the plan and administration costs being paid by the Employees.
 - (c) Optional Spousal Life Insurance is available to a maximum of one hundred thousand dollars (\$100,000) in twenty-five thousand dollars (\$25 000) units as an option to Employees for spouses. To apply for Optional Spousal Life Insurance, spouses must complete evidence of insurability. Eligibility to participate in the plan will be determined by the insurance carrier. Dependent Life Insurance of ten thousand dollars (\$10,000) is provided as an option to Employees for dependent child or children. The plan shall be administered by the Board. Full premium costs shall be paid by the Employees covered by the plan.
- 13.04
- Subject to eligibility requirements and the provisions of any legislation, an Employee on any leave of absence without pay may opt out of participation in all benefit plans while on leave or shall be responsible for paying one hundred percent (100%) of the premium costs.
- 13.05
- The parties agree that the co-payment arrangements as set out in Article 13.02 (a) satisfy the requirements of the Pay Equity Plan dated 2004 September 07.

ARTICLE 14 - SENIORITY

- 14.01
- Seniority is defined as the length of continuous service from the last date of hire to a permanent position within the Bargaining Unit with the Board and predecessor boards which were within the Thames Valley District School Board. Absence through sickness, accident, approved leave of absence or lay-off with recall rights shall not be deducted in determining length of continuous service. These provisions shall be effective from the date of ratification.
- 14.02
- The Employer shall maintain a seniority list showing each Employee's name, date of hire and classification. In January of each year, the Employer shall electronically post an up-to-date seniority list. Two copies shall be forwarded to the Bargaining

Unit.

- 14.03 Any questions as to the accuracy of the seniority list must be submitted by the Bargaining Unit to the Manager, Human Resource Services or designate, in writing, within 30 working days, of the posting of the list.
- 14.04 In compiling the seniority list all ties shall be broken based on the following criteria in order:
- (a) total experience with the Board;
 - (b) by lot in a manner to be determined by the Board and the Bargaining Unit.
- 14.05 Newly hired Employees shall serve a probationary period consisting of the first one hundred and twenty (120) hours of instruction. However, the probationary period will not be longer than six months. After completion of the probationary period, seniority shall be effective from the original date of hire to a permanent position and the appointment shall be permanent.

ARTICLE 15 - NO DISCRIMINATION

- 15.01 The Board agrees that there will be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicaps as those terms are defined in the *Ontario Human Rights Code*.

ARTICLE 16 - ASSIGNMENT AND TRANSFER

- 16.01
- (a) Permanent Employees must notify the Employer in writing by submitting the "Request for Instructional Hours" form on or before April 1 of their request for the program, number of hours, preferred work zone and location(s) in order to assist in the assignment of staff for terms 1 to 5 for the following school year.
 - (b) Permanent Employees must notify the Employer in writing by submitting the "Request for Instructional Hours" form on or before April 1 of their request to work during the summer term.
 - (c) Permanent Employees hired after April 1 will complete a Request for Hours form. Their request will be considered as if submitted by the Collective Agreement deadline. It will not be considered as a revision.
- 16.02 The Coordinator/Principal will take into consideration all requests submitted in accordance with Article 16.01, along with the program needs, qualifications, seniority and preferred work zone when allocating instructional assignments. Additional hours will not be assigned until all staff have been assigned the same number of hours as their current entitlement. It is agreed that no Employee will be offered more than twenty-five (25) hours of work per week if there are less senior Employees with fewer hours of work per week than they have requested.

Notwithstanding the above, Lead Instructors shall be entitled to be scheduled up to a maximum of forty (40) hours per week.

When allocating instructional assignments for the summer term, entitlement hours

will not be considered.

- 16.03 (a) When permanent hours become available within the Bargaining Unit, the Board shall offer these hours to the most senior Employee whose entitlement is twenty-five (25) hours or less and who is qualified and available and has filed a request in accordance with Article 16.01. When such work is assigned to the most senior Employee, the additional hours will become part of the Employee's current entitlement for staffing purposes under Article 16.02. In the event that the most senior Employee is not available to take the assignment without undue disruption to the program, the assignment may be offered to another Employee on a temporary basis for the rest of the term.
- (b) When permanent hours become available within the Bargaining Unit, the Board shall offer these hours to the most senior Employee whose entitlement is more than twenty-five (25) hours and who is qualified and available and has filed a request in accordance with Article 16.01. When such work is assigned to the most senior Employee, the additional hours will become part of the Employee's current entitlement for staffing purposes under Article 16.02. In the event that the most senior Employee is not available to take the assignment without undue disruption to the program, the assignment may be offered to another Employee on a temporary basis for the rest of the term.
- 16.04 (a) When a temporary vacancy occurs through a leave of absence or when additional program hours become available, the Board shall offer the available work on a temporary basis to the most senior Employee entitled to fewer than twenty-five (25) hours who is qualified and available and has filed a request in accordance with Article 16.01 for more hours.
- (b) When a temporary vacancy for a Lead Instructor through a leave of absence of up to two (2) years occurs, an acting appointment shall be made to fill the position.
- 16.05 For the purposes of Article 16.04, new positions or additional program hours will become permanent at the commencement of the fourth (4th) full-time consecutive term or seventh (7th) month for part-time programs.
- 16.06 In the event that no permanent Employee has requested the available work or that no permanent Employee is qualified for the available work and no Employee with recall rights is able to fill the position, notice of the vacancy or position shall be posted electronically for a period of five (5) working days with a copy to the Bargaining Unit President. The notice shall specify the job title, hours and location. If no permanent Employees with the skill, ability and qualifications apply for the posting, the position will be advertised externally to the Bargaining Unit.
- 16.07 Lead Instructor posting will be issued once a year on May 1 for appointment September 1st. Mid-year vacancies will be filled as acting appointments pending the annual posting.
- 16.08 The Employer will not initiate any administrative transfer without prior consultation with the Bargaining Unit President.
- 16.09 Assignments during July and August and assignments of a temporary nature shall not change an Employee's ongoing entitlement to hours of work per week.

ARTICLE 17 - JOB SECURITY

- 17.01 No Employee will be laid off or have a reduction in assignment as a direct result of the Employer contracting out any of the services currently being performed by the members of the Bargaining Unit.
- 17.02 The Employer will not contract out any of the services being performed by the members of the Bargaining Unit while there are Employees on lay off who have the necessary skill, ability and qualifications to do the work available.
- 17.03 Employees shall not have their hours of work changed or reduced owing to the use of Co-op students or volunteers in the workplace. The Employer shall not refuse to recall a laid-off Employee or to fill a vacancy owing to the use of Co-op students or volunteers in the Workplace.

ARTICLE 18 - LAYOFFS AND RECALL

- 18.01 In the event of a lay-off, Employees shall be laid-off in reverse order of their seniority within their classification, and shall continue to accumulate seniority while on lay-off for the following twenty-four (24) months.
- 18.02 The Employer shall notify the Bargaining Unit President of its decision to lay-off Employees prior to the notification of the Employees affected. The Employer will provide notice of layoff in accordance with the *Employment Standards Act*.
- 18.03 If a class is closed after five (5) instructional days the Employee will be placed in a comparable assignment within their work zone for the remainder of the semester. If a comparable assignment is not available, the Employee will be entitled to exercise the displacement process as outlined in this Article or request an unpaid Leave of Absence for the remainder of the semester under Article 11.02 (Leave of Absence Without Pay).
- If the number of Lead Instructors decreases, the most junior Lead Instructor will be placed in an Instructor position consistent with seniority but will retain recall rights to the classification for a period of twenty-four (24) months. Lead Instructors will be protected at locations in the event of staff decreases, however, not from lay-offs within the bargaining unit.
- 18.04 An Employee who has been declared surplus to a work zone may accept a lay-off or may displace the least senior Employee in the same classification provided the Employee has the ability and qualifications to do the job. The displacement process within the department will be in accordance with the following steps:
- (i) Current work zone;
 - (ii) Board wide.
- Employees are entitled to displace other Employees up to the full value of their current regular assignment.
- 18.05 First access to the displacement process in this Article shall be on the basis of seniority of surplus Employees, subject to Article 18.03.

Recall

- 18.06 The Employer shall notify all Employees who have been laid-off under this Article of any newly available work. This shall include any temporary assignments for which the laid-off Employee is qualified. An offer of a temporary assignment shall be made to qualified Employees with recall rights in order of seniority. All Employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- 18.07 Employees shall be recalled in order of greatest seniority provided that the individuals have the skill, ability and qualifications and are available to fill the positions for which they are recalled.
- 18.08 An Employee who accepts recall to a position in accordance with this Article shall be reinstated as though there had been no interruption in service with full rights and benefits under this Agreement.
- 18.09 The seniority rights of an Employee shall cease and the Employee's employment shall be deemed to be terminated if the Employee refuses a second recall within the Employee's preferred work zone. An Employee may refuse any recall to a position outside the preferred work zone.
- 18.10 Where an Employee refuses recall to a position the next senior Employee on lay-off shall be offered the position until all laid off Employees have been contacted.
- 18.11 No Employee may increase the assigned number of hours per week until all Employees have been placed in positions equal to their current/declared assignment. Every effort will be made to match the number of hours in as few placements as possible.
- 18.12 No new Employee shall be hired and no Employee shall increase hours until those Employees on lay off have been offered recall.

ARTICLE 19 - EVALUATION

- 19.01 An Employee shall receive a copy of any written documentation about the Employee's performance and is entitled to make written comments in response to the documentation. Such documentation and comments will be retained as part of the Employee's file.
- 19.02 No member of the Bargaining Unit shall evaluate or participate in the evaluation of another member of the Bargaining Unit.

ARTICLE 20 - DISCIPLINE

- 20.01 The Employer recognizes the right of OSSTF to represent a member at the member's request at any meeting when the conduct or competence of the member is being considered. The Board shall notify the member of the right to Federation representation.
- 20.02 The Employer agrees that no Employee shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to termination of probationary and temporary Employees.

- 20.03 When an Employee is disciplined, suspended, demoted or discharged the Employee and the Bargaining Unit will be advised promptly in writing of the reason for such actions.
- 20.04 An Employee's record shall not be used against the Employee at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided that no additional adverse reports are written within the twenty-four (24) month period. The Executive Superintendent of Human Resource Services may determine and shall notify the Employee at the time of issuance that materials relevant to the discipline of any Employee for serious misconduct be maintained in the Employee's personnel file beyond twenty-four (24) months. Notwithstanding the foregoing, an Employee may submit a request for earlier removal of documentation in writing to the Executive Superintendent of Human Resource Services.

ARTICLE 21 - PAY ADMINISTRATION

21.01 Statutory Holidays

Employees shall be paid 4% of gross salary in each pay period in lieu of pay for statutory holidays.

21.02 Vacation Pay

Employees shall be paid vacation pay of 4% of the gross salary in each pay period.

21.03 Employees shall be paid bi-weekly by direct deposit. On or before each payday each Employee shall be provided electronically with an itemized statement of salary (wages) and deductions.

ARTICLE 22 - RATES OF PAY

22.01 Effective 2008 September 01, Continuing Education Instructors shall be paid the following hourly rates exclusive of vacation pay and holiday pay:

Job Group	Position	Rate of Pay			
		Effective 2008 09 01	Effective 2009 09 01	Effective 2010 09 01	Effective 2011 09 01
Group 1	Swimming Instructors	\$12.57	\$12.95	\$13.34	\$13.74
Group 2	Driver Education Instructors (In car)	\$17.47	\$17.99	\$18.53	\$19.09
Group 3	International Languages Instructors	\$19.59	\$20.18	\$20.79	\$21.41
Group 4	ESL, LBS and In-school Driving Instructors (without an Ontario Certificate of Qualification)	\$24.19	\$24.92	\$25.67	\$26.44

Job Group	Position	Rate of Pay			
		Effective 2008 09 01	Effective 2009 09 01	Effective 2010 09 01	Effective 2011 09 01
Group 5	ESL, LBS and In-school Driving Instructors (who hold an Ontario Certificate of Qualification)	\$32.32	\$33.29	\$34.29	\$35.32
Lead Instructor Allowance		\$2.58	\$2.66	\$2.74	\$2.82
<p>Note # 1: In-school Driving Instructors who, as of 1994 May 16 were being placed by the Board for pay purposes in Group 5 category, shall continue in the Group 5 category when performing those duties for so long as they do not resign their employment with the Board.</p>					

22.02 Instructors will be entitled to the Group 5 rate on the date that a valid Certificate of Qualification comes into force. In order to retain entitlement to the Group 5 rate, Instructors must be legally eligible to teach in Ontario.

22.03 Temporary Employees for Groups 4 and 5 shall be paid the Group 4 rate.

ARTICLE 23 - RESIGNATION/RETIREMENT

23.01 An Employee may resign or retire on the last day of a term by giving written notice to the Board four (4) weeks prior to the date of resignation/retirement.

23.02 An Employee may resign or retire at any other time by the mutual consent in writing by the Employee and the Board.

ARTICLE 24 - PERSONAL INFORMATION

24.01 In compliance with all relevant sections of the Municipal Freedom of Information and Protection of Privacy Legislation, an Employee shall be entitled upon request to view the Employee's personnel file and request copies, removal or amendment of materials in the file. The Employer shall respond to such requests within ten (10) working days.

24.02 Where an Employee authorizes, in writing, access to her/his personnel files by a Union representative acting on the Employee's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.

24.03 The Board shall keep any medical information in separate files which may be accessed only by appropriate health care professionals and Board or Union representatives involved in matters where medical information is relevant.

24.04 It is the obligation of the Employee to keep the Board informed of the Employee's current mailing address and phone number.

ARTICLE 25 - HEALTH AND SAFETY

25.01 The Board, the Union and its members shall comply with the provisions of the Occupational Health and Safety Act and Regulations, as they may be amended from time to time.

ARTICLE 26 - TEMPORARY EMPLOYEES

26.01 A temporary Employee is an Employee who is replacing a permanent Employee who is absent due to illness or leave of absence or an Employee hired for a temporary assignment.

26.02 Temporary Employees shall pay union dues in accordance with Article 7 (Union Security).

26.03 Temporary Employees shall be eligible for Statutory Holiday and Vacation Pay in accordance with the *Ontario Employment Standards Act*.

26.04 Temporary Employees are only covered by the following provisions of the Collective Agreement:

(a) Article 20 (Discipline)

(b) Article 9 (Grievance and Arbitration Procedure).

(c) Temporary Employees shall be paid an hourly rate of pay as outlined in Article 22 (Rates of Pay).

(d) Article 24 (Personal Information)

SIGNATURES

Dated at London, Ontario this tenth (10th) day of December 2008

SIGNED and AGREED on behalf of the Thames Valley District School Board



James Stewart
Chairperson of the Board



Bill Tucker
Director of Education



Graham Hart
Chair - Negotiations Advisory
Committee



Mike Sereda
Executive Superintendent -
Human Resource Services



Beth Strong
Manager - Human Resource Services

SIGNED and AGREED on behalf of the Continuing Education Instructors (Represented by Ontario Secondary Teachers' Federation)



Lydia Salmon
President & Chief Negotiator



Nancy McDougall
Federation Services Officer

LETTERS OF UNDERSTANDING

ASSIGNMENTS OVER 30 HOURS PER WEEK

This will serve to confirm that, notwithstanding Article 16.02, Employees with a current assignment of greater than thirty (30) hours per week will maintain their entitlement/assignment during the staffing process for subsequent semesters.

BENEFITS

The parties agree to implement changes that occur in the CUPE 4222 A group health and dental benefit plans within the group health and dental plans for the OSSTF-CEI.

Parties agree to meet six (6) months prior to 2010 September 1 to review plan changes.

Employees will be eligible for benefits after the age of 65 effective on date of ratification. Hearing aid coverage will increase to \$3,500 in any five (5) calendar years effective on the date of ratification.

CONTINUING EDUCATION PROFESSIONAL DEVELOPMENT ACCOUNT

Commencing in the 2009-2010 school year and continuing for the term of the agreement, professional development funds will be provided annually to each Group 4 ESL and LBS Continuing Education Instructor on staff with the Board on September 15. The Board agrees to provide these funds to the Union, in the amount of \$1505.00 no later than September 30. This account will be administered by the Union and distributed to eligible Continuing Education Instructors for professional expenses to support the advancement of Employees from Group 4 to Group 5 ESL and LBS Instructor positions.

Continuing Education Instructors with permanent hours (including preparation time) of less or more than twenty-five (25) hours per week shall receive a pro-rated amount. The Board shall provide the Union with a list of Employees and their hours effective 2009 September 15.

The Board is not liable for any tax implications which may arise as a result of these payments.

Effective 2012 August 31 the Continuing Education Professional Development Account will be discontinued and the hourly rate of pay for Group 4 ESL and LBS instructors will be adjusted by \$1.40 per hour.

If any aspect of this Letter of Understanding is in conflict with a direction or guideline from the Ministry of Education concerning the Continuing Education Professional Development Account, the parties shall meet to discuss and resolve this matter.

OMERS

Employees may choose to join the Ontario Municipal Employees Retirement System (OMERS) if, during each of the two immediately preceding calendar years, they:

- worked at least 700 hours; or
- earned at least 35% of the Year's Maximum Pensionable Earnings (YMPE), as defined under the Canada Pension Plan (the 2001 YMPE is \$38,300).

PAY EQUITY

The parties agree that the hourly rates as given in Article 22 - Rates of Pay, shall be inclusive of any pay equity adjustments that may be required over the term of the agreement and meet the obligations of the Board as stipulated in the Pay Equity Agreement negotiated between the parties.

PREPARATION TIME

1. Effective 2009 September 1, ESL and LBS Instructors with a permanent entitlement of twenty-five (25) hours or more will be granted three (3) hours of preparation time per week.
2. Employees who have been granted non-instructional time prior to 2009 September 1 shall retain their existing non-instructional time as preparation time or if existing non-instructional time for an Employee working twenty-five (25) hours or more is less than the entitlement provided in Section 1, the Employee's entitlement to preparation time will be increased to three (3) hours per week.
3. Preparation time shall be scheduled subject to the approval of the Supervisor and shall be used for on-site assistance to students, preparation, marking and assigned non-instructional duties which are directly related to the program such as intake assessments, curriculum development, professional development and staff meetings. Classroom supervision will only be assigned in order to schedule intake assessments and professional development.
4. Assigned duties shall be equitably distributed by the program administrator. The schedule of such duties shall be set out at the beginning of each term. Assignment of duties shall be monitored by the Joint Staffing Committee.
5. Subject to seniority provisions, Employees who currently perform intake assessments as their regular duties may be reassigned to classroom instruction. These Employees shall not suffer a reduction of hours as a result of assessments being performed as non-instructional duties by other Employees.
6. It is agreed that Employees who have more preparation time than outlined in Section 1 above that resign or are granted a leave of absence of 12 months or more under Article 11 (Leave of Absence Without Pay) for the purpose of taking other employment will be entitled to preparation time as outlined in Section 1 above upon return to active status. It is agreed that a voluntary reduction in workload for more than two years constitutes a resignation from that portion of the Employee's workload entitlement and will result in a prorated reduction in preparation time and the reduction will be permanent subject to Section 1 above. A reduction in workload that results from lay-off will result in a prorated reduction in preparation time and the reduction will be permanent subject to Section 1 above.
7. It is agreed that a listing of Employees who are eligible for preparation time and their maximum entitlements shall be provided to the Union. The Employee shall retain entitlement subject to limitations set forth in this Letter of Understanding.
8. Prior to 2011/4/30, the staffing committee will convene to reconcile the impact of section 6 of the Letter of Understanding on Preparation Time along with the funding allocation defined in Appendix 11 of the B10 memo dated 2008 August 18.

Any available funding shall be applied to augment preparation time in the Bargaining Unit.