

Collective Agreement

between the

York Region District School Board

- and the -

Ontario Public Service Employees Union

Local 514



September 1, 2013 – August 31, 2014

Errors and Omissions Excepted

**Memorandum of Settlement
Between
York Region District School Board
and
Ontario Public Service Employees Union
on behalf of its Local 514**

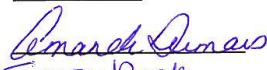
Whereas the parties have met to negotiate a collective agreement; and

Whereas it is the intention and purpose of the Union and the Employer to improve student achievement and further harmonious relationships between the Employer and its Employees.

1. The undersigned representatives of the parties agree to recommend complete acceptance of all the terms of this collective agreement to their respective principals for ratification.
2. The parties agree that the term of the collective agreement shall be from September 1, 2013 to August 31, 2014
3. The parties further agree that the collective agreement shall incorporate all the terms of the previous collective agreement which expired on August 31, 2013 together with the following amendments (errors and omissions excepted):
 - (a) All matters settled and agreed to by the parties prior to the date of this memorandum of settlement.
 - (b) All matters settled and agreed to by the parties today, including Letters, Schedules, MOS and any other documentation attached.
4. The parties agree that all other proposals are withdrawn.
5. The parties further agree that the amendments to the collective agreement shall be effective on the date of ratification except as provided otherwise in these terms of settlement.
6. The parties agree that said memorandum of settlement is conditional upon:
Ratification by OPSEU 514 and by the Board of the York Region District School Board by January 31, 2014; and
Approval of the amendments to the collective agreement and the agreement in its entirety by the Ministry of Education.
7. The parties agree that the Union will produce a draft revised Collective Agreement incorporating the terms of this Memorandum and shall provide it to the Board for the purpose of proofreading and approving the amendments. The parties will also arrange to meet to sign the final version of the Collective Agreement as soon as practicable.

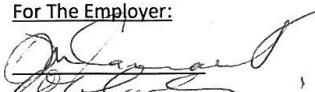
Signed at Oak Ridges this 16th day of January, 2014.

For The Union:



Enza Vaccaro

For The Employer:



Michael

in mind

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ARTICLE 1—SCOPE & RECOGNITION

1.01 The general purpose of this Agreement is to establish and maintain the collective bargaining relations between the Employer and its Employees represented by the Union and to establish and maintain matters covering working conditions and rates of pay and to provide procedures for the prompt and equitable disposition of grievances. This Agreement constitutes the entirety of the agreement between the parties.

1.02 "Employer" means the York Region District School Board.

1.03 "Union" means the Ontario Public Service Employees Union, Local 514.

1.04 "Employee" means an Employee of the Employer included in the bargaining unit defined in Article 1.05.

1.05 The bargaining unit of OPSEU Local 514 is defined exclusively as all instructors employed by the employer in the Language Instruction for Newcomers to Canada (LINC), the Adult non-credit English as Second Language (ESL) and the Citizenship Instruction programs, save and except supervisors, persons above the rank of supervisor, and persons covered by subsisting collective agreements in the Regional Municipality of York.

1.06 The following position titles will be included in this agreement:

ESL Instructor - Day

LINC Instructor – Day

ESL Instructor – Evenings and Weekends

ESL Instructor – Summer

Citizenship Instruction – Day

Citizenship Instruction – Evening and Weekends

Citizenship Instruction - Summer

1.07 Where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included unless specifically excluded

ARTICLE 2—DEFINITIONS

2.01 "Full-time Employee" means an instructor who is regularly scheduled to work fifteen (15) hours or more per week during the academic year in an ESL/LINC/Citizenship Instruction class (September through June.) This would exclude supply instructors.

2.02 "Part-time" Employee means an Instructor who is regularly scheduled to work less than fifteen (15) hours per week during the academic year in an ESL/LINC/Citizenship Instruction class (September through June.) This would exclude supply instructors.

2.03 “Supply” Employee means an Instructor who shall work only when called in by the Employer, or a representative of the Employer, at the discretion of the Employer. Supply Employees shall only be the subject to the Articles listed in Appendix 1 – Supply Employees.

2.04 “Long Term Supply Instructor” shall be defined as a Supply Instructor who is the successful applicant to fill a vacancy which is due to the temporary prescheduled absence of a permanent instructor that is expected to be in excess of thirty (30) consecutive days of the absent instructor’s instructional days. The temporary vacancy will be posted and filled in line with the Employer’s posting process.

Long Term Supply Instructors shall only be subject to the Articles listed in Appendix 1 – Supply Employees.

2.05 “Supervisor” or “Immediate Supervisor”, when used in this Collective Agreement, shall refer to the first supervisory level excluded from the bargaining unit as identified by the Board.

2.06 “Position” shall refer to any permanent ESL/LINC/Citizenship instruction class assignment covered by this collective agreement (eg. Morning, afternoon, evening, weekend, summer or all day.)

2.07 “Vacancy” is a new or existing complement position to which no permanent instructor has been assigned.

2.08 Within the terms of this agreement “instructional day” shall be defined as a day that the employer’s operations are open and includes any day of the week Monday to Sunday, Statutory Holidays excluded.

2.09 “Summer School” shall refer to a class assignment that is held during the month(s) after the conclusion of the second semester that is separate and distinct from classes held during the regular school year and shall have a clearly defined start and end date.

ARTICLE 3—NO STRIKES OR LOCKOUTS

3.01 There shall be no strike or lockout during the term of this Collective Agreement or of any renewal of this Collective Agreement. The terms “strike” and “lockout” shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 4—NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status or handicap (all items as defined in the Ontario Human Rights Code), and union membership or non-union membership.

4.02 The Employer agrees to maintain the Respectful Workplace and Learning Environment Policy, (Board Policy/Procedure 240.0 Respectful Workplace and Learning Environment).

ARTICLE 5—HEALTH AND SAFETY

5.01 The Health and Safety of its Employees and Students is a matter of paramount importance to the Employer. In recognition of that fact, and consistent with the *Occupational Health and Safety Act*, the Employer shall take all reasonable precautions to protect the health and safety of its Employees and Students

ARTICLE 6—RESERVATION OF EMPLOYER'S RIGHTS

6.01 The Union recognizes that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency and, to make, alter, and enforce regulations, policies, procedures and practices to be observed by its employees, including the obligation to participate in medical testing.
- b) Operate and manage its business, direct the working forces, including the right to select, hire, discipline and discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall, and suspend employees.
- c) Plan, direct and control the operations of the workplace, and without restricting the generality of the foregoing, to introduce new methods, facilities, and equipment; to determine the number of employees to be employed, the work schedules, and the location of all facilities and equipment.
- d) It is understood and agreed that all residual rights remain the exclusive purview of the Employer.
- e) Unless otherwise provided for in this collective agreement, the Employer shall not discipline or discharge an employee without just cause

ARTICLE 7—UNION DUES

7.01 The employer shall deduct from each employee's pay period an amount equivalent to such union dues as may be designated by the union from time to time. In addition, the employer shall deduct union dues from any retroactive wage payments. The employer agrees that it will remit the total amount of such deduction to the address specified by the union, not later than the fifteenth (15th) day of each month following the month the deductions were made. The remittance shall be accompanied by a list of names of employees for whom deductions have been made.

7.02 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.

7.03 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.

ARTICLE 8—UNION REPRESENTATION

8.01 At all negotiation meetings for the renewal of this Agreement, the Union may be represented by a Negotiating Committee composed of up to three (3) members of the Bargaining Unit.

8.02 The Union shall notify the Employer, in writing, as to the members of its Union Executive, Negotiating Committee, or other Committee, and Stewards as applicable. The parties agree that such individuals will be active employees of the employer.

8.03 Members of the Bargaining Committee who attend negotiation meetings with the Employer at times when they would otherwise be working in a position recognized by this Collective Agreement, shall be entitled to receive their appropriate daily salary (or portion thereof) for each day (or portion thereof) spent attending

such meetings. Members of the Union under this Article shall also be granted up to two (2) days' time off without pay but with no loss of credits to attend Union bargaining team caucus sessions held prior to such negotiations, conciliation or mediation related to bargaining. The Employer shall invoice OPSEU directly for reimbursement of wages.

8.04 The Employer recognizes the right of the Union to appoint up to 6 (six) members of the Bargaining Unit as Stewards. These stewards will reflect the operational structure of the York Region District School Board Adult Non-Credit ESL, LINC and Citizenship instruction programmes.

It is clearly understood that Stewards will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or other Union business.

8.05 An employee who is required to attend a meeting for the purpose of discussing a matter which may, in the belief of the Employer, result in disciplinary action being taken against the employee shall be made aware of the nature of the meeting and his/her right to union representation in advance of the meeting.

8.06 Upon written request by the Union given not less than ten (10) calendar days in advance to the Employer, the Employer will grant leave of absence without pay, but without loss of seniority to the employees named in such request to absent themselves to attend Union conventions, conferences, educational, seminars or local business of the Local Union, limited, however, for each such event to not more than three (3) employees and to the total time off to not more than twenty (20) scheduled work days and no more than seven (7) days per employee, for the bargaining unit per Agreement year. A work day is defined as the individual attendees regularly scheduled work day. It is understood that not more than two (2) employees shall be absent from the same work location or Board office department at the same time. During such leave, the Employer shall pay to the employee his/her regular wages and benefits and bill the cost of such to the Union for reimbursement a minimum of twice annually. No requests shall result in any one employee having an excessive amount of time off in a school year. The absence of a Steward from his/her normal duties shall be subject to the operational needs of the employer. Such absence shall not be unreasonably denied.

8.07 OPSEU Provincial Position Leave

a) When an employee is elected as the OPSEU President or Vice-President/Treasurer, the Union will, immediately following such election, advise the Employer in writing of the name of the employee so elected. An unpaid leave of absence of up to a maximum of two (2) years without loss of seniority shall be granted to the elected Employee.

b) When an Employee is elected or appointed as an OPSEU Provincial Executive Board Member or Executive Officer, or chosen as a Membership Development Trainee, such Employee shall be granted an unpaid leave of absence up to a maximum of two (2) years without loss of seniority.

c) Upon request by the Union, confirmed in writing, and with a minimum of ten (10) days' notice, unpaid leave of absence will be granted to elected members of Provincial Committees of the Union for the purpose of meeting and conference attendance. Such approval is subject to operational needs but will not be unreasonably denied.

ARTICLE 9—EMPLOYER/EMPLOYEE RELATIONS COMMITTEE

9.01 It is agreed that a joint committee will be established with up to three (3) representatives of the Union and up to three (3) representatives of the Employer.

9.02 The Employer/Employee Relations Committee shall meet every other month to discuss matters of concern. Meetings shall commence during the regular business hours of the Board and shall result in no loss of pay or seniority for the members in attendance up to a maximum of two (2) hours per meeting. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. The chairperson of the committee shall alternate between a Union member and an Employer member.

9.03 All correspondence between the Employer and the Union arising out of this Agreement or incidental thereto, shall pass to and from the Superintendent responsible for Human Resource Services, or designate, and the Local President.

ARTICLE 10—GRIEVANCE PROCESS

10.01 Procedure

Should any difference, (hereinafter called a “grievance”) arise between the Employer and an Employee as to the interpretation, application, administration or alleged violation of this Agreement, an effort to settle such grievance without undue delay shall be made. It is understood that an Employee has no grievance until he/she has first given his/her immediate Supervisor an opportunity to address the complaint. The following procedure shall be adhered to in processing grievances:

10.02 Step 1

An Employee must first submit the problem for a verbal discussion with the immediate Supervisor, within five (5) instructional days, after the Employee becomes aware or should reasonably be expected to have become aware of the circumstances giving rise to the grievance. The immediate supervisor has three (3) instructional days to respond verbally to the employee’s grievance. If the matter is not resolved, to mutual satisfaction, and the employee wishes to move the matter forward, then the grievance may proceed to Step 2.

10.03 Step 2

If the grievance is not resolved at Step 1, it must be reduced to writing on the standard OPSEU grievance form. The union must present the grievance to employee’s immediate supervisor, within five (5) instructional days of the supervisor’s verbal response (Step 1). The supervisor shall respond in writing within five (5) instructional days after receipt of the grievance.

10.04 Step 3

If the grievance is not resolved at Step 2 and the union wishes to move the matter forward, the union must submit a written request to the superintendent responsible. The request to move to the next step must be submitted within five (5) instructional days of receipt of the employer’s written response (Step 2). The superintendent responsible shall convene a meeting with the appropriate employer officials, the grieving

employee, and the employee's steward, within ten (10) instructional days following the receipt of the grievance. A reply in writing within five (5) instructional days of the grievance meeting will be provided by the employer. Failing satisfactory resolution, the grievance may be moved to arbitration in line with Article 11

10.05 Group Grievances

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately, the Union may present a group grievance in writing, signed by each grievor. Such a grievance will only be possible where the remedy sought is identical.

10.06 Policy Grievances

The union may submit a policy grievance which is distinguishable from the grievance of any individual employee and which concerns the union itself and alleges a violation of this agreement. Such a grievance may be presented in writing to the superintendent responsible within ten (10) instructional days after the alleged violation of this agreement. If the grievance is not settled within ten (10) instructional days it may then be referred to arbitration under the provisions of this Collective Agreement and Article 11

10.07 Time Limits

The time limits specified in Articles 10.00 through 10.06 may be extended by mutual agreement between the Parties, in writing. Where there is not mutual agreement, the timelines remain in effect and are binding.

10.08 Definition of instructional day

Within the terms of Articles 10 and 11, instructional day shall be defined as any day of the week, Monday to Sunday, Statutory Holidays excluded.

ARTICLE 11—ARBITRATION

11.01 Both Parties to this Agreement agree that any grievance which has not been settled may be referred to Arbitration in accordance with the terms of this agreement.

11.02 The Party desiring arbitration must send a notice of intention to proceed to arbitration to the other party within ten (10) instructional days after the last step in the grievance procedure has been exhausted (step 3). The arbitrator will be selected by mutual agreement of the parties within thirty (30) instructional days.

11.03 Each of the Parties to this Agreement will equally bear the remuneration and expenses of the Arbitrator.

11.04 The decision of the Arbitrator shall be final and binding upon the Parties.

11.05 The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement. The jurisdiction of the Arbitrator shall be strictly confined to dealing with the issue in dispute between the parties as outlined in the grievance.

ARTICLE 12—DISCHARGE

12.01 Should the employer deem it necessary to discharge an Employee, where possible, it shall be done in the presence of a Union Steward.

12.02 An Employee who claims that he/she has been discharged without just cause may grieve such discharge at Step 2 of the grievance procedure. Such a written statement of grievance must be lodged with the superintendent responsible, or his/her designate, within five (5) instructional days from the discharge that is the subject of the grievance.

ARTICLE 13—PROBATIONARY EMPLOYEES

13.01 It is understood that no grievance shall be submitted concerning the discharge, layoff or other form of disciplinary action of a probationary employee.

ARTICLE 14—SENIORITY

14.01 Seniority is defined as time worked in a permanent (non-supply) position described in the recognition clause of this collective agreement. Seniority is based on date of hire with YRDSB as an Adult ESL, non-credit, LINC and/or Citizenship instruction instructor and shall be calculated based on consecutive time worked in a permanent ESL/LINC/Citizenship Instruction position. Breaks between semesters and layoff due to class closures and authorized leaves shall not be considered as breaks in continuous service for the purpose of seniority calculation subject to lay-off and recall provisions in this collective agreement.

Seniority is used exclusively for the purposes of job postings and layoffs. A new employee shall be on probation for a period not to exceed one term (five months) period and when an employee proves satisfactory he/she shall be confirmed in his/her position and his/her name shall be placed on the seniority list and his/her seniority shall date back to the commencement of his/her probationary period as a permanent ESL/LINC or Citizenship Instruction Instructor.

The employer will maintain a seniority list showing each employee's name, job classification(s) and the date upon which the seniority commenced.

The seniority list will be revised and provided to the Union and Local President electronically annually.

Complaints about the accuracy of the seniority list will be considered within thirty (30) instructional days that the list is provided to the union and the list shall be deemed to be accurate if no complaint or grievance is received within the said time limit of thirty (30) instructional days. Only changes made to the seniority list since the previous version will be considered. The parties agree that the seniority lists of June 27, 2013 are deemed to be accurate and any changes to subsequent lists shall be made in accordance with this Article.

If an employee is absent from work due to personal illness or authorized leave of absence, the employee shall not lose their seniority rights. However, an employee's seniority shall be lost and their employment deemed to be terminated for any of the following reasons:

- Absence from work for three (3) consecutive working days without a valid reason,
- Absent from work without notifying supervisor

It shall be the duty of the employee to notify the Employer in writing to Human Resource Services within seven (7) days of any change of address or telephone number. If an employee should fail to do this, the Employer will not be responsible for failure to reach such employee and any notice sent by the Employer to the address of the employee which appears on the Employers records, shall be conclusively deemed to have been received by the employee.

ARTICLE 15—LEAVES

15.01 Bereavement Leave

An employee shall be granted three (3) consecutive days leave without loss of salary or wages in the event of the death of an employee's parent, spouse, sibling, or child. The above three (3) days may be split between days required for the funeral and days required for a memorial service or religious considerations.

15.02 An employee shall be granted two (2) consecutive days leave without loss of salary or wages in the event of the death of an employee's mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchild or grandparent. The above two (2) days may be split between one day required for the funeral and one day required for a memorial service or religious considerations.

15.03 Bereavement Leave day(s) shall not be deducted from sick leave credits.

15.04 Jury Duty/Subpoena

An Employee who is absent by reason of a summons to serve as a juror, or a subpoena as a crown witness shall be paid the difference between the normal earnings and the payment he/she receives as a juror or a witness.

The employee will provide proof of direction to service as a juror or crown witness; attendance and the amount of pay received.

15.05 Leave for personal reason

a) An employee may be granted a leave of absence without pay, without benefits and without loss of seniority up to sixty (60) calendar days if his/her written application is approved by the appropriate official of the Employer and is sent to the Employer's business office at least fifteen (15) calendar days prior to the requested leave. Such request should show good and sufficient reason. The granting of any leave of absence will be confirmed in writing. An employee must have accumulated at least one (1) year of seniority in order to qualify for a leave of absence as outlined in Section (a) of this Article. The employee may apply in advance so long as the qualification would be met on or before the start of the leave.

b) An employee may be granted a leave of absence without pay, without benefits and without loss of seniority of greater than sixty (60) calendar days and up to but no longer than one (1) year if approved by the Director or his/her designate. An employee requesting leave under this Article shall make the request in writing to the Superintendent responsible for Human Resource Services or his/her designate at least thirty (30) calendar days

prior to the requested leave. Such request should show good and sufficient reason. The granting of the leave of absence shall be confirmed in writing. An employee must have accumulated at least two (2) years' seniority in order to qualify for a leave of absence as outlined in Section (b) of this Article. The employee may apply in advance so long as the qualification would be met on or before the start of the leave.

An employee granted a leave under Article 15.05 shall have his/her position guaranteed for up to one year provided the position continues to exist. If the position doesn't exist the Employer will provide a position equal in pay and classification if a vacancy exists, subject to other terms within this agreement.

An employee on leave may retain his/her membership in any benefit plan to which he/she was registered, by paying full premiums applicable under a preauthorized plan where this is within the terms of the Employer's contract with the insurer. The Employer will collect the benefit premium on a monthly basis by debiting the employee's bank account for a sum equal to the monthly premium cost for providing the benefits elected by the employee during the approved leave of absence. All leave requests and approvals must be in line with the employer's leave process.

15.06 Quarantine

An Employee will be provided with an unpaid leave of absence when he/she is quarantined or otherwise prevented by the Medical Officer of

Health from attending upon his/her assigned duties, providing the employee is not the person that is ill. Quarantine notice must be provided to the employer.

Where it can be established to the satisfaction of the employer, that quarantine arises in and out of the course of their employment and is a direct result of exposure in the workplace, the leave will be with pay.

15.07 Pregnancy, Parental and Adoption Leave

a) Leave of absence for pregnancy/parental reasons shall be granted as per the *Employment Standards Act, 2000*, as amended from time to time. The employee requesting Pregnancy/Parental Leave shall advise his or her supervisor of his or her intention to take leave as soon as possible, and shall arrange for the date on which said leave shall commence.

b) Where an Employee officially or legally adopts a child, leave of absence (Parental Leave) shall be granted as set out in the *Employment Standards Act, 2000*.

c) Employees taking a Pregnancy/Parental Leave will continue to accumulate seniority, and at the conclusion of the leave, shall be reinstated to the position the Employee most recently held at the same site, if it exists, or to a comparable position, if it does not.

d) Supplemental Employment Benefits: An Employee who is eligible for benefits pursuant to Article 16.01, and who is eligible to receive E.I. Pregnancy or Parental Benefits from Service Canada, and who is eligible to receive Pregnancy/Parental Leave under the *Employment Standards Act, 2000*, will receive, upon application, 100% of the Employee's full pay during the two (2) week waiting period before E.I. benefits commence. For the following three (3) weeks the Employee's E.I. benefits will be supplemented to 100% of the Employee's full

pay. During this five (5) week period there will be no deduction to the Employee's sick leave account. Such payments shall not be made if the employee accessed the sick leave gratuity plan and/or the E.I. waiting period has been waived.

e) Benefits: where an employee is eligible for benefits pursuant to Article 16.01, the Employee shall maintain benefit coverage during Pregnancy, Parental or Adoption Leave.

15.08 Extension to Parental Leave

Upon request, an extension of up to one (1) year shall be granted to any Employee who is entitled to a Pregnancy/Parental Leave. Employees granted such leaves will continue to accumulate seniority. Upon return from an extended leave, the Employee will be reinstated to the position the employee most recently held at the same site, if a vacancy exists, or to a comparable position if it does not.

15.09 Paternity Leave

Where a Seniority Employee is eligible for benefits pursuant to Article 16.01, the Board shall grant the Seniority Employee a Paternity Leave of four (4) consecutive business days with full salary and benefits. Such days shall be charged to the Employee's sick leave account, and must be taken at the time when the child comes into the custody, care and control of the Employee for the first time.

ARTICLE 16—BENEFITS

16.01 Benefits

ESL/LINC/Citizenship instructors whose regular work schedule is fifteen (15) or more hours per week are eligible for the following benefits. Such hours must be accumulated in the ESL/LINC/Citizenship day sessions exclusively and excludes Summer School hours.

Summary of Benefits

Extended Health Care Plan (Policy #83081)

BENEFIT	Annual Deductible	Amount Reimbursed	Overall Maximum	Premium
*Semi-Private Hospital Private Hospital	Nil Yes	100%	Unlimited	100% Board Paid
*Prescription drugs	\$25.00 per person \$50.00 per family	80-100% *refer to page 10	Unlimited	100% Board Paid
*Massage	Yes	100%	Up to \$750 every calendar year per person	100% Board Paid
*Hearing Aids	Yes	100%	Up to \$1000 every	100% Board Paid

			24 consecutive months	
Vision Care	Nil	100%	Up to \$500 every 24 consecutive months	100% Board Paid
Eye Examinations	Nil	100%	Up to \$120 every 24 consecutive months (adults), 1 per calendar year (children under the age of 18)	100% Board Paid

*Annual deductibles may be taken from any one of these benefits to a maximum of \$25/single or \$50/family

BENEFIT	Annual Deductible	Amount Reimbursed	Overall Maximum	Premium
Basic: examinations, fluoride treatment, fillings, endontics, periodontics	Nil	100% of the current ODA fee guide	\$5000 per person per calendar year	100% Board Paid
Dental Rider (Major Restorative & Orthodontic Services)	Not Available (N/A)	0%	N/A	N/A
Life Insurance (Policy #16595) Basic: 2x earnings (rounded up to the next higher \$1000)	Nil	N/A		100% Board Paid
Accidental Death & Dismemberment: 2x earnings (rounded up to the next higher \$1000)	Nil	N/A		100% Board Paid

16.02 Sick Leave

ESL/LINC instructors who are eligible for benefits are credited with two days per month prorated based on percentage time worked, to a maximum of 20 days per year. A full time week consists of 30.0 hours. Absences will be tracked and reported by Human Resource Services. **(SEE MOU)**

Gratuity

Any employee who has attained the age of fifty-five (55) years or more, and whose combined age and years of service exceed the ninety (90) factor or any other factor as determined by OMERS, or the eighty-five factor (85) or any other factor as determined by T.P.P.; and who ceases to be employed because of retirement from the Employer's service due to age or who ceases to be employed by reason of disability and having retired are immediately entitled to and receive a pension, shall be paid a Retirement Gratuity, calculated in accordance with Employer policy and procedure, in an amount not exceeding fifty percent (50%) of his/her accumulated sick leave credit, up to a maximum of one hundred and twenty (120) days' earnings at his/her regular rate immediately prior to retirement. In case of an employee's death, the above benefit would be paid to the employee's designated beneficiary for group life insurance unless otherwise stipulated in writing by the employee. **(SEE MOU)**

16.03 O.M.E.R.S/T.P.P.

The Board and the Employee shall make the required contributions to the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) or Teacher's Pension Plan (T.P.P.) on behalf of each eligible and participating Employee, according to the terms and conditions of each Plan

ARTICLE 17—VACATION PAY

17.01 It is understood and agreed that all Employees vacation pay will be paid on a bi-weekly basis, on regular earnings in lieu of vacation as follows:

- a) Less than ten (10) years of continuous service 4%
- b) After ten (10) years of continuous service 5%

ARTICLE 18—PAID HOLIDAYS

18.01 The paid holidays recognized by the Employer for Employees who qualify under the provisions of the Ontario Employment Standards Act are as follows:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

ARTICLE 19—PERSONNEL FILE

19.01 An employee shall have access during normal business hours to his/her individual personnel file that is maintained in Human Resource Services. The employee shall have the right to copies of any material contained in such file.

The employer will place a copy of any disciplinary documents in the employee's personnel file. A copy of any such document shall be given to the employee and the Union. In accordance with employer policy, disciplinary documents will be removed three years from the date of issue provided there is no occurrence of behaviour requiring additional disciplinary action.

ARTICLE 20—STAFFING AND VACANCIES

20.01 **Staffing for the school year terms:** Positions are allocated at the beginning of each term based on seniority within the position at site. Where possible, employees will be assigned the same site and position as the previous term (summer school excluded). Where there is an increase in positions at a site, the vacancy will be posted. Where there is a decrease in the

number of positions at a location, prior to commencement of term or within the first month of the term, the instructor with the least seniority at that site will be laid off.

20.02 **Staffing changes during the term:** Vacancies that arise during the term will be offered first to any instructor on layoff and then shall be filled in accordance with the employer's posting process and the provisions of the Collective Agreement.

Where there is a cancellation of a class, after one month into the term, the instructor of the cancelled class will be laid off.

20.03 **Job Postings:** Vacancies will be posted in line with the Employer's posting process for a period of no less than four (4) days between Monday and Friday, prior to being filled permanently. All applications for a posted vacancy shall be made using the Employer's application process. There shall be no job postings during March Break or Christmas Break unless mutually agreed upon by the Union and the Employer.

20.04 Bargaining unit employees shall have priority preference to any bargaining unit positions. Seniority shall be the determining factor when in the judgment of the Employer the skills, ability and qualifications of more than one applicant for the posted position are relatively equal. If no suitable applications are received the employer reserves the right to hire.

20.05 When a successful candidate has been chosen for a vacancy as a result of their applying to a vacancy they are to remain in their existing position until the scheduled end of the assigned term that they currently hold.

This does not prevent employees from applying for a position during the assigned term

20.06 It is understood that the employer shall have the right to fill the vacancy on a temporary basis until it has been filled on a permanent basis.

20.07 Job postings shall include the following:

- a) Position
- b) Location
- c) Qualifications
- d) Hours of work
- e) Hourly rate
- f) Specific requirements where applicable (e.g. American Sign Language)

ARTICLE 21—SUMMER SCHOOL

21.01 Summer school opportunities will be posted and filled in line with the vacancy process outlined in Article 20.0.

ARTICLE 22—LAYOFF

22.01 Whenever, in the judgment of the Employer, circumstances require the lay-off of Employees, the Employer shall endeavor to provide as much notice of the impending lay-off as may be possible.

22.02 For the purpose of this Article, a lay-off shall mean a permanent reduction in the workforce and/or a temporary reduction in positions. The provisions of this Article shall not apply in cases of normal school breaks and shall only apply in cases of indefinite lay-off.

22.03 Prior to the lay-off of any Employee, the Employer will first determine if there are any vacancies and/or a position currently held by a supply Employee into which the Employee subject to lay-off can be redeployed into. An Employee who is laid off may elect to be automatically added to the Supply list at the time of the lay-off.

22.04 In cases of lay-off which include Employees who have been trained in particular job functions which remain an Employer requirement, such Employees will not be laid off unless more senior members of the Union who would otherwise be laid off possess the necessary knowledge, training, qualifications, skills, ability and are willing to perform the work required.

The matter of knowledge, training, qualifications, skills and ability is a decision of the employer, which shall not be exercised in an unfair or unreasonable manner.

ARTICLE 23—RECALL

23.01 Employees who are laid off in accordance with Article 22.0 will be retained on the seniority list for a period equal to their length of service with the Employer at the time of lay-off but in no event to exceed eighteen (18) months. During that period, they will be subject to recall, in order of seniority, if suitable work becomes available for which they have the knowledge, training, skill, ability and qualifications to perform the required work effectively.

A similar time slot is defined as:

1. evening;
2. weekend;
3. day;
4. morning; or
5. afternoon slot.

For the purpose of this Article, “suitable work” is defined as a position in a similar time slot and of comparable hours to what was held prior to layoff. “Comparable hours” is defined as an increase or decrease of hours up to two and a half (2.5) hours per week.

An employee will not be required to accept recall to a time slot that directly conflicts with his/her existing work schedule in a position covered by this collective agreement.

23.02 Recall to work shall be by courier or registered mail to the last address recorded by the Employee with the Employer. It shall be the duty of the Employee to notify the Employer promptly of any change of address. Should an Employee fail to do this, the Employer shall not be responsible for failure of a notice sent by courier to reach such Employee. An Employee who is recalled to work must signify his/her intention to return within three (3) working days after delivery of recall and must return on the date specified in the recall notice or forfeit his/her right to recall.

23.03 Copies of all letters that have been sent by courier or registered mail will be provided to the Local President or designate.

(a) An Employee has the right to refuse up to two (2) recalls to a position offered by the employer based on travel considerations without prejudice to the member’s recall rights on the occasion of each layoff.

Thereafter, if an employee refuses an offer of recall to employment of equal or greater hours, the Employer shall have no further obligation to the Employee under the Collective Agreement.

b) If an Employee accepts an offer of recall to employment of less hours, the Employer shall have no further recall obligations to the Employee.

c) If an Employee does not accept an offer of recall to employment of less hours, the Employee shall remain on the recall list for the period remaining under Article 23.01.

ARTICLE 24—WAGES (See Schedule 1)

ARTICLE 25—MILEAGE

25.01 If an employee is directed by the employer and agrees to operate his/her own vehicle when engaged in the employer's business, he/she shall be entitled to the prevailing mileage allowance as per Board policy.

ARTICLE 26—COPY OF AGREEMENT

26.01 The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties agree that this agreement will be posted electronically on the Employer's intranet. Further, electronic PDF versions will be made available to the Employer and the executive of the local.

ARTICLE 27—DURATION OF AGREEMENT

27.01 This Agreement shall continue in effect from September 1, 2013 to August 31st, 2014, and shall continue automatically thereafter for periods of one (1) year unless either party notifies the other, in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

SCHEDULE 1—WAGES

Effective September 1, 2013 all ESL/LINC/Citizenship Program Instructors shall be paid in accordance with the following schedule: **(SEE MOU)**

POSITION	HOURLY RATE
Full-time Instructor	\$36.00
Part-time Instructor	\$36.00
Long Term Supply Instructor	\$31.62
Supply Instructor	\$31.62

APPENDIX 1—SUPPLY INSTRUCTORS

The parties agree that this appendix sets out all of the rights and privileges for supply instructors for the LINC/ESL/Citizenship Instructor programs.

1.0 The following provisions of the collective agreement apply to supply instructors:

Article 1 – Scope and Recognition

Article 2 – Definitions

Article 3 – No Strikes or No Lockouts

Article 4 – No Discrimination

Article 5 – Health and Safety

Article 6 – Reservation of Employer’s Rights

Article 7 – Union Dues

Article 8 – Union Representation

Article 10 – Grievance Process

Article 11 - Arbitration

Article 27 – Duration of Agreement

2.0 Effective September 1, 2013, the hourly rate of pay for supply employees shall be listed in “Schedule 1—Wages”.

3.0 Vacation pay of 4% will be paid on regular earnings in lieu of vacation for supply employees on a bi-weekly basis.

4.0 The employer shall maintain a seniority list showing each supply instructor’s name and seniority ranking. Seniority is defined as continuous service from the date of inclusion on the supply list. The seniority list will be revised and provided to the union annually.

5.0 The Employer will endeavour to distribute supply work on an equitable basis. Such distribution of work will be based on progression through the seniority list, and subject to availability. Modifications to this process may be discussed and agreed upon through the Employer/Employee Relations Committee.

6.0 A new supply employee will be on probation for a period of twenty (20) days worked.

7.0 A supply employee who does not work at least six (6) days for the employer in this bargaining unit for a period of one complete standard school year shall be deemed to be removed from the supply list.

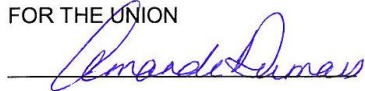
Memorandum of Agreement Between York Region District School Board (The Employer) and Opseu Local 514 (The Union)

The parties agree that the following employees will be afforded salary protection at their current rate of \$36.93 per hour for the duration of this collective agreement:

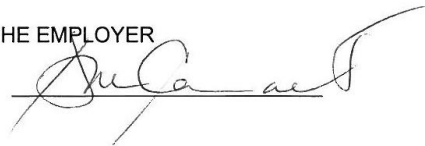
Azizi, M.
Chan, M.
Fish, P.
Lai Shau Lan
Ponimansky, D.
Resnick, B.
Scott, A.
Valin, C.
Vaccher, E.
Wolfshout, S.

DATED at Oak Ridges Ontario this 16th day of January, 2014

FOR THE UNION

A handwritten signature in blue ink, appearing to read "Bernard Dumas", written over a horizontal line.

FOR THE EMPLOYER

A handwritten signature in black ink, appearing to read "D. G. ...", written over a horizontal line.

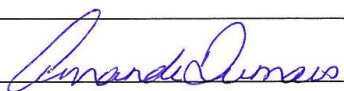
Memorandum of Understanding Between York Region District School Board (The Employer) and Opseu Local 514 (The Union)

The Ministry of Education and the Ontario Public Service Employees Union have reached a Memorandum of Understanding dated June 27 2013 (2013 MOU)

The parties agree that the Memorandum of Understanding dated June 27 2013 (2013 MOU) is to be appended to, and form part of, the September 1, 2013 to August 31, 2014 local collective agreement without amendment and forms part of the collective agreement. Should there be any inconsistency between the terms of the collective agreement and the terms of the MOU the terms of the MOU will prevail.

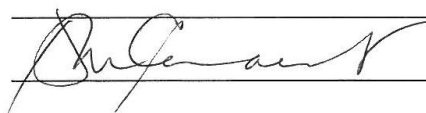
Signed this 18th day of November, 2013

For the Union



A handwritten signature in blue ink, appearing to read 'Amanda Dumas', is written over two horizontal lines.

For the Board



A handwritten signature in black ink, appearing to read 'B. G. ...', is written over two horizontal lines.

Memorandum of Understanding Between York Region District School Board (The Employer) and Opseu Local 514 (The Union)

Whereas the Union and the Employer are party to a collective agreement,

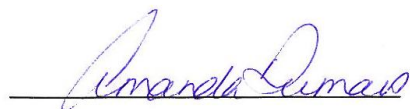
The parties agree to that:

In the event that the York Region District School Board is approved for and in receipt of additional funding for the specific purpose of wages for ESL, LINC or Citizenship instructors prior to September 1, 2014, the parties shall meet to determine what if any impact the funding increase may have on wages for the period of September 1, 2013 to August 31, 2014. The Employer will inform the Union if/when they can apply for or receive said funding and shall meet with Local 514 executive with respect to these funds.

The parties acknowledge and agree that this Memorandum of Agreement will be void as of August 31, 2014 and does not establish precedence nor will it form part of or append to the collective agreement.

Signed at Aak Ridges, Ontario, this 10TH day of January, 2014.

For the Union

A handwritten signature in blue ink, appearing to read "Amanda Lemaire", written over a horizontal line.

For the Employer

A handwritten signature in blue ink, appearing to read "Mike", written over a horizontal line.

Memorandum of Agreement Between York Region District School Board (The Employer) and Opseu Local 514 (The Union)

Whereas the Union and the Employer are parties to a collective agreement currently in effect;
and

Whereas the parties have agreed to implement the following process on a trial basis;

The parties agree that effective the second semester of the 2013/2014 ESL/Linc/Citizenship program academic year the following will apply:

Instructors who are laid off after the first month of the second semester of the 2013/2014 academic year and who are on the recall list at the time of the staffing for the first semester of the 2014/2015 academic year shall retain their seniority within the site from which they were laid off for the purposes of class assignment as if they had not been laid off. Where the number of classes remains the same or is further reduced, the instructor(s) with the least seniority at the site would be laid off.

Where no positions exist at the site from which the employee was laid off, he/she shall be offered a position in accordance with Article 23.01.

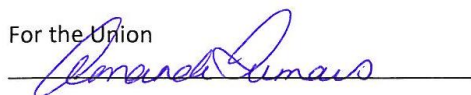
This process does not form part of or append to the collective agreement, however, may be extended with mutual consent between the parties.

The parties acknowledge and agree that the process defined in this Memorandum of Agreement does not establish precedence and is without prejudice.

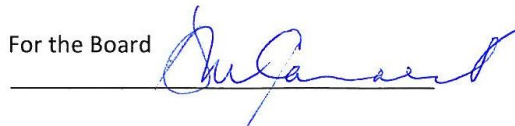
The parties agree that no grievance shall be submitted by the union or its members arising out of the implementation or impact of this trial process.

Signed this 16 day of January, 2014

For the Union

A handwritten signature in blue ink, appearing to read "Patricia Simais", written over a horizontal line.

For the Board

A handwritten signature in blue ink, appearing to read "J. G. ...", written over a horizontal line.

Memorandum of Agreement Between York Region District School Board (The Employer) and Opseu Local 514 (The Union)

Where an Article of the 2012/13 collective agreement is eliminated, replaced or otherwise modified by Regulation and/or the June 27, 2013 Memorandum of Agreement (MOU) between the Ministry of Education and parties, including the Ontario Public Service Employees Union, the parties agree that the content of such Article shall be in accordance with the MOU. For the purposes of the Collective Agreement, such articles will be formatted in such a manner (i.e. gray watermarked) in the collective agreement and a notation to indicate that the content of the Article is addressed in the MOU.

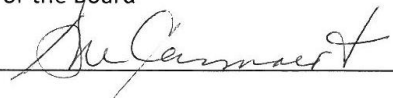
For greater clarity, the modifications referred to above shall continue to conform to the MOU for the 2013/2014 Collective Agreement unless negotiated otherwise by the parties after June 27, 2013.

Signed this 16 day of January, 2014

For the Union

A handwritten signature in blue ink, appearing to read "Romana Edwards", written over a horizontal line.

For the Board

A handwritten signature in black ink, appearing to read "De Garmat", written over a horizontal line.

**MEMORANDUM OF UNDERSTANDING, dated June 27, 2013,
between
the Ministry of Education
and
Canadian Office and Professional Employees
Custodian Association of Huron Perth
Educational Resource Facilitators of Peel
Essex & Kent Counties Skilled Trades
Labourers' International Union of North America
Ontario Public Service Employees Union
Service Employees' International Union
Unite Here**

The government will make every effort to ensure that the provisions set out below are implemented by the school boards, and will take measures to support that outcome, including:

- A) recommending to Cabinet that the matching amendments be made to the regulation under the *Education Act* dealing with Sick Leave Credits and Gratuities, and
- B) making every effort to ensure that:
 - 1. The changes shall be appended without amendment to, and form part of, the existing local collective agreements;
 - 2. For the changes noted as needing local discussions about implementation, those discussions will commence immediately and must conclude by August 29, 2013; as follows:
 - I. Local discussions cannot be inconsistent with the terms contained in the 2012 MOUs, as applicable, and these changes or associated regulations and legislation;
 - II. Prior to the first local implementation discussions meeting, the Parties shall disclose to each other the local implementation issues for consideration;
 - III. There shall be a minimum of two and no more than six full-days of local implementation discussions for each bargaining unit. Such time requirements may be altered with mutual consent;
 - IV. At any point in the process, a request may be made by either Party for mediation assistance from the Ministry of Labour.

Dated this 26TH JULY AZ day of ~~June~~, 2013, Toronto, Ontario

For the Unions

For the Government

Canadian Auto Workers



Canadian Office and Professional
Employees



Custodial and Maintenance
Association

Custodian Association of Huron
Perth

Educational Resource Facilitators
of Peel

For the Unions

For the Government

Essex & Kent Counties Skilled
Trades

Labourers International Union of
North America

A. Zafiridis

Ontario Public Service
Employees Union

Service Employees' International
Union

Unite Here

I. Non-Vested Retirement Gratuity for Employees

Retirement Gratuities

Where a retirement gratuity provision existed in the 2008-12 collective agreement, the minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

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

$$\frac{X}{30} \times \frac{Y}{200} \times \frac{Z}{4} = \text{Gratuity Wind-Up Payment}$$

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

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

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

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

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

The pay-out for those who have vested Retirement Gratuities shall be as per Ontario Regulations 2/13 and 12/13 made under the *Putting Students First Act, 2012* and Ontario Regulations 1/13 and 11/13 made under the *Education Act*.

II. Sick Leave/Short Term Sick Leave and Disability Plan

For employees in an English Catholic board, where two plans exist, the bargaining unit may choose either of the sick leave plans pursuant to the terms of the OSSTF MOU dated April 9, 2013 or the sick leave plan pursuant to the terms of the OECTA MOU dated May 16, 2013.

For employees in an English Catholic board, where one plan exists, the bargaining unit will have that same plan.

For the remaining bargaining units, the following shall apply:

Sick Leave/Short Term Sick Leave and Disability Plan

Sick Leave Days

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

- b. If 3 a) does not apply, the employee may use a sick leave credit provided for the current fiscal year in respect of the first work day if, for the purpose of providing proof of the sickness or injury, the employee submits,
 - i. the information specified for that purpose in the employee's employment contract or collective agreement, or
 - ii. if such information is not specified in the employment contract or collective agreement, the information specified for that purpose under a policy of the board, as it existed on August 31, 2012.
 - c. If an employee is absent due to sickness or injury on his or her first work day in a fiscal year, section 3a) and b) also applies in respect of any work day immediately following the employee's first work day until the employee returns to work in accordance with the terms of employment.
 - d. For greater certainty, the references in section 3a), b) and c) to a sickness or injury include a sickness or injury of a person other than the employee if, pursuant to the definition of illness in section 2, the employee is entitled to use a sick leave credit in respect of a day on which the other person is sick or injured.
 - e. A partial sick leave credit or short term sick leave credit will be deducted for an absence due to illness for a partial day.
 - i. However, WSIB and LTD providers are first payers. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.
- 4. Any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that currently have less than five (5) days shall remain at that number. Local collective agreements that have more than five (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.
- 5. For the purposes of section 2, if an employee of a board is only employed to work for part of a year, the employee's eligibility for sick leave credits shall be reduced in accordance with the policy of the board, as it existed on August 31, 2012. If hired after the beginning of the fiscal year, a full-time employee is entitled to the full allocation of sick leave credits as per sections 2 and 8.

6. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Attendance Support Program. For clarity, current practices with respect to the payment for medical notes will continue.
7. The Parties agree to continue to cooperate in the implementation and administration of early intervention and return to work processes.

Short Term Sick Leave

8. Each school year, an employee absent beyond the eleven (11) sick leave days paid at 100% of salary, as noted in section 2 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 90 per cent of the employee's regular salary if the employee is absent due to personal illness including medical appointments and as per the board adjudication processes in place as of August 31, 2012.
9. Short-Term Sick Leave days under the Short-Term Leave and Disability (STLDP) shall be treated as traditional sick leave days for personal illness including medical appointments.
10. The Board's Disability Management Teams shall determine eligibility for the Short-Term Leave and Disability Plan (STLDP) subject to the terms and conditions of the 2008-2012 collective agreement and/or board policies, procedures and practices in place during the 2011-2012 school year.

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

11. For employee absences that extend beyond the eleven (11) sick leave days, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan.
This top up is calculated as follows:
 - Eleven (11) days less the number of sick days used in the prior year.
12. In 2012-13, the transition year, each employee shall begin the year with two (2) days in the top-up bank.
13. In addition to the top-up bank, compassionate leave top-up may be considered at the discretion of the board. The compassionate leave top-up will not exceed two (2) days and is dependent on having two (2) unused leave days in the current year. These days can be used to top-up salary under the STLDP.
14. When employees use any part of a short term sick leave day they may access their top-up bank to top up their salary to 100%.

Long Term Assignments

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

LTD Plans for Support Staff

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

III. Maternity Benefits

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

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

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

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

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

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

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

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

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

IV. Unpaid Leave Days

There is no requirement for employees to take an unpaid day.

V. Offsetting Measures for All Bargaining Units

Voluntary Unpaid Leave of Absence Program for All Bargaining Units

1. In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all Unions who are signatories to this agreement and their respective bargaining units effective on the date of signature on the present agreement.
2. Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
3. Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available staff to cover for absent employees, and subject to reasonable system and school requirements.
4. For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year provided the requests are made in writing by September 15, 2013.
5. Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of the OMERS or OTPP, as applicable.

Attendance Recognition

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

Individual member sick leave usage for the 2013-14 school year shall be as per the definition for sick leave in the 2008-2012 Collective Agreement and shall be determined as of June 30, 2014.

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

For members of the Unions who are signatories to this agreement, other than permanent regular bargaining unit members, the payment shall be equal to a member's regular daily rate of pay and shall be contingent upon the member having taken a VLAP day during the term of this collective agreement.

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

VI. Specialized Job Classes

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

VII. Job Security for Support Staff

Job Security

1. The existing FTE complement as of March 30, 2013, in all job classes of the Unions who are signatories to this agreement, will be maintained until August 31, 2014. For clarity, a job class is defined as per existing collective agreements or the past practice of the parties in implementing surplus provisions.
2. Staffing provisions contained in the 2008-12 collective agreements with regard to surplus and bumping will continue.
3. Notwithstanding the above, layoff of permanent employees, after the date of signing of this agreement, can occur, only in the following circumstances:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment; or
 - c. Funding reductions directly related to services provided by bargaining unit members.
4. Where complement reductions are required pursuant to 3 (b) or (c) above, they shall be achieved as follows:
 - a. In the case of declining enrolment, staffing reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, staffing reductions shall not exceed the amount of such funding reductions.
5. Reductions as may be required in 3 (b) and (c) above shall only be achieved through lay-off after consultation with the applicable Union on alternative measures, which may include:
 - a. Priority for available temporary, casual and/or occasional assignments;
 - b. The establishment of a permanent supply pool where feasible;
 - c. The development of a voluntary workforce reduction program (contingent on full provincial government funding).
6. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
7. These Job Security provisions expire on August 31, 2014.
8. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.