

COLLECTIVE AGREEMENT



THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

AND

THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL



SEPTEMBER 1, 2019

to

AUGUST 31, 2022

MEMORANDUM OF SETTLEMENT

B E T W E E N

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

("the Board")

- and -

ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL (APSSP)

("the Union")

The parties hereto hereby agree to the following as settlement in full:

1. The Collective Agreement between the Association of Professional Student Services Personnel and the Dufferin-Peel Catholic District School Board shall consist of two parts. Part "A" shall consist of provisions respecting Central issues, as determined by the Memorandum of Settlement made between the Education Workers' Alliance of Ontario/Alliance des Travailleuses et des Travailleurs en Éducation de l'Ontario (EWAO/ATEO) and The Council of Trustees Associations/Conseil des Associations d'Employeurs (CTA/CAE) and Agreed to by the Crown, dated December 9, 2019.
2. Part "B" of the Collective Agreement (Local Terms) shall remain in full force and effect pursuant to the Collective Agreement between the parties (September 1, 2014 – August 31, 2017, and the Extension Agreement (September 1, 2017 – August 31, 2019) subject to the following amendments: Article 2.01 (Duration and Renewal), Article 8 (Annual Salary Schedule), Article 9 (Allowances).
3. All other proposals and counterproposals by the parties are withdrawn.
4. The renewed Collective Agreement shall remain in full force and effect from September 1, 2019 until August 31, 2022.
5. Any increase in wages and allowances shall be in accordance with the terms and conditions of the Central Agreement between the Education Workers' Alliance of Ontario and the Council of Trustees' Associations and agreed to by the Crown on December 9, 2019.
6. This Memorandum of Settlement is subject to ratification by the Union members and the Trustees of the Board. This ratification will occur within 30 days of the signing of this Memorandum.
7. The parties agree that this Memorandum of Settlement when ratified shall constitute a local agreement between the Union and the Board pursuant to and satisfying the requirements of the Central Agreement, and the parties agree to execute and deliver to the Director, Labour Relations and Governance Branch, Ministry of Education the necessary letter of confirmation.
8. The Union's bargaining committee agrees unanimously to recommend the terms of this Memorandum of Settlement to its membership for ratification.

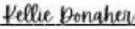
9. The Board's bargaining committee agrees unanimously to recommend the terms of this Memorandum of Settlement to its Trustees for ratification.
10. The parties agree that retroactive pay increases from September 1, 2019 will be paid within two pay periods of the ratification of this agreement.

Signed in Mississauga on this (3rd) third day of May 2021.

FOR THE UNION



Nadia Kerr



Kellie Donaher



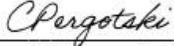
Kristine Chandler



Sandra Lane

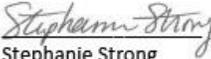


Christine Cheung

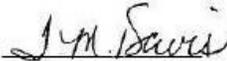


Cristine Pergotski

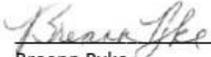
FOR THE BOARD



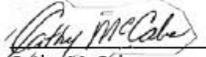
Stephanie Strong



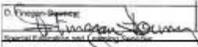
Theresa Davis



Breann Pyke



Cathy McCabe



Deborah Finegan-Downey



Christiane Kyte



Andres Larez

PREAMBLE

The collective agreement shall consist of two parts. Part "A" consists of provisions respecting Central issues. Part "B" consist of provisions with respect to Local issues and certain Central issues.

Part "A": pages 5 - 56

Part "B": pages 57 - 96

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EWAO-ATEO – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part "A" shall comprise those terms which are central terms. Part "B" shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part "A" may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in Part A conflict with a provision in Part B, the provision in Part A, Central Term will apply.

C1.3 Single Collective Agreement

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

C2.00 DEFINITIONS

- C2.1** The "Central Parties" shall be defined as the employer bargaining agency, the Council of Trustees' Associations/Conseil d'Associations des Employeurs (CTA-CAE) and the employee bargaining agency, the Education Workers' Alliance of Ontario / Alliance des travailleuses et travailleurs en éducation de l'Ontario (EWAO-ATEO).

EWAO-ATEO refers to the designated employee bargaining agency pursuant to subsection 20 (3) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which EWAO-ATEO is the designated employee bargaining agency.

The EWAO-ATEO is composed of:

1. Association des enseignantes et des enseignants franco-ontariens.
2. Association of Professional Student Services Personnel.
3. Dufferin-Peel Education Resource Workers' Association.
4. Educational Assistants Association.
5. Halton District Educational Assistants Association.
6. Service Employees' International Union, Local 2.

7. Unite Here, Local 272.

CTA-CAE refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which EWAO-ATEO is the designated employee bargaining agency. For the purposes of this agreement, the CTA-CAE is composed of:

1. AFOCSC refers to l'Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.
2. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
3. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C2.2 The "parties to the collective agreement" are the local parties, namely, the school board and the bargaining agent that represents the applicable bargaining unit of employees of the school board.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Single Collective Agreement

- a) The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C3.2 Term of Agreement

- a) In accordance with the *School Boards Collective Bargaining Act, 2014*, the term of this collective agreement, including central terms and local terms, shall be from September 1, 2019 to August 31, 2022, inclusive.

C3.3 Term of Letters of Agreement

- a) Subject to Section 36 of the *School Boards Collective Bargaining Act, 2014* all central letters of agreement appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.4 Amendment of Terms

- a) In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C3.5 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Section 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry date of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.
- d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Board Collective Bargaining Act, 2014* central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- a. A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b. The "Central Parties" to the grievance process shall be defined as the Council of Trustees' Association and the Education Workers Alliance of

Ontario/Alliance des travailleuses et travailleurs en éducation de l'Ontario (EWAO-ATEO)

- c. The "Local Parties" shall be defined as the parties to the collective agreement.
- d. "Days" shall mean any day other than Saturday, Sunday, or statutory holiday.

C4.2 Central Dispute Resolution Committee

- a. There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of three (3) representatives from the Council of Trustees' Association, two (2) representatives of the Crown and up to five (5) representatives from the EWAO-ATEO.
- b. The Committee shall meet at the request of one of the central parties. The Committee may meet in person, by teleconference or video conference or in any other manner agreeable to the committee.
- c. The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee using the form as per Appendix A.
 - ii. To engage in settlement discussions, and to mutually settle a dispute or grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d. The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.

- e. Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g. Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.
- h. All settlements and arbitration decisions shall be translated into English or French, as applicable.

C4.3 French Language

- a. Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly.
- b. Where such a dispute is filed:
 - i. The decision of the committee shall be available in both French and English.
 - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

C4.4 The grievance shall include:

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

C4.5 Referral to the Committee

- a. Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b. A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c. The Committee shall complete its review within ten (10) days of the grievance being filed.
- d. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may within a further 10 days, refer the grievance to arbitration.
- e. If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and its position on any issues remaining in dispute with the other central party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the central parties.
- f. All timelines may be extended by mutual consent of the parties.

C4.6 Voluntary Mediation

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

C4.7 Selection of Arbitrator

- a. Arbitration shall be by a single arbitrator.
- b. The central parties shall select a mutually agreed upon arbitrator.
- c. The central parties may refer multiple grievances to a single arbitrator.

- d. Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e. The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C5.00 BENEFITS

The Parties have agreed to participate in the OECTA Employee Life and Health Trust (ELHT) per the EWAO – ATEO Participation Agreement effective March 1, 2018. The date on which the board and the bargaining unit commenced participation in the OECTA ELHT shall be referred to herein as the "Participation Date".

Consistent with section 144.1 of the *Income Tax Act (Canada)* ("ITA") boards' benefit plans can only be moved into the OECTA ELHT, such that it will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT.

Post Participation Date, the following shall apply:

C5.1 Eligibility and Coverage

- a) The ELHT will maintain eligibility for EWAO-ATEO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("EWAO-ATEO represented employees").
- b) Retirees who were previously represented by EWAO-ATEO, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ELHT with funding based on prior arrangements.
- c) No individuals who retire after the Participation Date are eligible.

C5.2 Funding

Funding related to the ELHT will be based on the following:

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the EWAO-ATEO plan per FTE and the funding rate per FTE as of September 1, 2021. This reconciliation will adjust the amount per FTE as of September 1, 2022.

- i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The Parties agree to compel the ELHT to provide the audited financial statements at the ELHT's expense no later than November 30, 2022.
 - ii. The total cost represents the actual costs related to the delivery of benefits for EWAO-ATEO represented employees. Total cost is defined as the total cost on August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The Parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.
- b) Conditional on the following criteria being met, the funding amounts outlined in c) and d) will be provided:
 - i. EWAO-ATEO agreeing to the process of transferring the employee share of board-owned plan surpluses to the ELHT as per Memorandum of Understanding #1, and
 - ii. No enhancements shall be made to the EWAO-ATEO Benefit Plan over the term of the agreement that exceeds 1%, including any reductions to premium share or premium holidays.
- c) Funding amounts:
 - i. September 1, 2019: 1%
 - ii. September 1, 2020: 1%
 - iii. September 1, 2021: 1%
- d) In addition to c), as per Memorandum of Understanding #2, the funding amounts below will also be made available:
 - i. September 1, 2019: 3%
 - ii. September 1, 2020: 3%.
 - iii. September 1, 2021: 3%.
- e) For the purposes of clarity, the maximum per-FTE funding amounts payable by the Crown in accordance with paragraphs c) and d) above shall be as follows:

- i. September 1, 2019: \$5,916.79 per FTE;
- ii. September 1, 2020: \$6,153.46 per FTE; and
- iii. September 1, 2021: \$6,399.60 per FTE.

C5.3 Cost Sharing

The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the ELHT maintaining current employer and employee premium share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

C5.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H - staffing schedule by Employee/Bargaining group for job classifications that are eligible for benefits.
- b) The FTE used to determine the Board's benefits contributions will be based on the estimated average FTE reported by the Boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the Board to the Plan's Administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the Board in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds will be remitted to or recovered from the Trust in a lump sum upon collection from the Trust Administrator.
- d) In the case of a dispute regarding the FTE used to determine the Board's benefit contributions to the ELHT, the dispute will be resolved between the Board and the Local union represented by EWAO-ATEO.

C5.5 Payment in Lieu of Benefits

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

- b) New hires after the Participation Date who are eligible for benefits from the ELHT are not eligible for pay in lieu of benefits.

C5.6 Benefits Committee

- a) A benefits committee comprised of the employee representatives, the employer representatives, including the Crown, and ELHT Representatives will meet to address all matters that may arise in the operation of the ELHT.

C5.7 Privacy

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

C6.00 SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

Definitions:

The definitions below shall be exclusively used for this article.

"Full year" refers to the ordinary period of employment for the position.

"Permanent Employees" – means all employees who are not casual employees, or employees working in a long-term supply assignment, as defined below.

"Long Term Supply Assignment" means, in relation to an employee,

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

"Casual Employees" means,

- i. A casual employee within the meaning of the local collective agreement,

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

Notwithstanding the above, an employee working in a Long-Term Supply Assignment shall not be considered a casual employee for purposes of sick leave entitlement under this article while working in the assignment.

"Fiscal Year" means September 1 to August 31.

"Wages" is defined as the amount of money the employee would have otherwise received over a period of absence, excluding overtime.

a) Sick Leave Benefit Plan

The Board will provide a Sick Leave Benefit Plan which will provide sick leave days and short-term disability coverage to provide protection against loss of income when ill or injured as defined below. An employee, other than a casual employee as defined above, is eligible for benefits under this article.

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only. Appointments shall be scheduled outside of working hours, where possible.

Employees receiving benefits under the *Workplace Safety and Insurance Act*, or under a LTD plan, are not entitled to benefits under a school board's sick leave and short term disability plan for the same condition.

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

Subject to paragraphs d), e) and f) below, Employees will be allocated eleven (11) sick days payable at one hundred percent (100%) of wages on the first day of each fiscal year, or the first day of employment.

Employees on Long Term Supply Assignments

Subject to paragraph d) below, Employees completing a, full-year long term supply assignment shall be allocated eleven (11) sick days payable at one hundred percent (100%) of wages at the start of the assignment. An employee completing a long-term supply assignment that is less than a full year will be allocated eleven (11) sick days payable at one hundred percent (100%) reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

c) Short Term Disability Coverage – Days Payable at 90% Wages

Permanent Employees

Subject to paragraphs d), e) and f) below, permanent Employees will be allocated one hundred and twenty (120) short-term disability days at the start of each fiscal year or the first day of employment. Permanent Employees eligible to access short term disability coverage shall receive payment equivalent to ninety percent (90%) of regular wages.

Employees on Long Term Supply Assignments

Subject to paragraph d) below, Employees completing a full year long term supply assignment shall be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of wages at the start of the assignment.

An employee completing a long-term supply assignment that is less than a full year will be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of wages reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

d) Eligibility and Allocation

A sick leave day/short term disability leave day will be allocated and paid in accordance with current Local practice.

Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

Permanent Employees

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below:

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) sick leave days payable at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability leave

days based on the provisions outlined in c) above reduced by any paid sick days already taken in the current fiscal year.

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the allocation outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

Employees on Long Term Supply Assignments

Employees completing long term supply assignments may only access sick leave and short-term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation may be used in subsequent long-term supply assignments, provided these occur within the same fiscal year.

Employees employed in a long-term supply assignment which is less than the ordinary period of employment for the position shall have their sick leave and short-term disability allocations pro-rated accordingly.

Where the length of the long-term supply assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/short term disability leave to occur. If a change is made to the length of the assignment, an adjustment will be made to the allocation and applied retroactively.

e) Refresh Provision for Permanent Employees

Permanent Employees returning from LTD or workplace insurance leave to resume their regular working hours must complete eleven (11) consecutive working days at their regular working hours to receive a new allocation of sick/short-term disability leave. If the Employee has a recurrence of the same illness or injury, s/he is required to apply to reopen the previous LTD or WSIB claim, as applicable.

The Local union and Local school board agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short-Term Leave and Long-Term Disability Plans.

In the event the Employee exhausts his/her sick/short-term disability leave allocation from the previous year and continues to work part-time, their salary will be reduced accordingly and a pro-rated sick/short-term allocation for the employee's working portion of the current year will be provided. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time

to full-time hours. Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

For the purposes of d) and e) of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school board's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made, and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

g) Graduated Return to Work

Where an Employee is not receiving benefits from another source and is working less than his/her regular working hours in the course of a graduated return-to-work as the Employee recovers from an illness or injury, the Employee may use any unused sick/short term disability allocation remaining, if any, for the portion of the day where the Employee is unable to work due to illness or injury. A partial sick/short term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to an employee's regular hours.

Where an employee returns on a graduated return to work from a WSIB/LTD claim and is working less than his/her regular hours, WSIB and LTD will be used to top up the employee's wages, as approved and if applicable.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;
- and has sick leave days and/or short-term disability days remaining from the previous year

The employee can access those remaining days to top up their wages proportional to the hours not worked.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source,
- and is working less than his/her regular hours of work,
- and has no sick leave days and/ or short-term disability days remaining from the previous year,

The employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. In accordance with paragraph c), the Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

Sick Leave Days Payable at 100%

A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is to be provided by the Employee for absences of five (5) consecutive working days or longer.

Short Term Disability Leave

In order to access short-term disability leave, medical confirmation may be requested and shall be provided.

In either instance where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the Union and the school board. Compensation will not be denied for the sole

reason that the medical practitioner refuses to provide the required medical information. A school Board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

In cases where the Employee's failure to cooperate is the result of a medical condition, the Board shall consider those extenuating circumstances in arriving at a decision.

i) Notification of Sick Leave Days

The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11-day allocation of sick leave at 100% of salary.

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

k) Top-up Provisions

Employees accessing short term disability leave as set out in paragraph c) will have access to any unused sick leave days from their last fiscal year worked for the

purpose of topping up wages to one hundred percent (100%) under the short-term disability leave.

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked.

Each top-up to 100% from 90 to 100% requires the corresponding fraction of a day available for top-up.

In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days/Miscellaneous Personal Leave Days in the current year. These days can be used to top-up salary under the short-term disability leave.

When employees use any part of a short-term disability leave day they may access their top up bank to top up their salary to 100%.

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

The Council of Trustees' Associations (CTA) and Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario (EWAO-ATEO) agree to establish a joint Central Labour Relations Committee (Committee) to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C7.2 Membership

The Committee shall include four (4) representatives from EWAO-ATEO and up to four (4) representatives from the CTA. The parties may mutually agree to invite the Crown and/or other persons to attend meetings in order to provide support and resources as required.

C7.3 Co-Chair Selection

EWAO-ATEO and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's agendas, work and meetings.

C7.4 Meetings

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee shall meet on agreed upon dates three (3) times in each school year, or more often as mutually agreed.

C7.5 Agenda and Minutes

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.

- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

The parties to the Committee agree that any discussion at the Committee will be on a without-prejudice and without-precedent basis, unless agreed otherwise.

C7.7 Cost of Labour Relations Meetings

The parties agree that efforts will be made to minimize costs related to the committee.

C8.00 EWAO-ATEO MEMBERS ON PROVINCIAL COMMITTEES

EWAO-ATEO appointees to Provincial Committees will not have their participation charged against local collective agreement union release time or days.

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an employee is required through clear direction by the board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work and compensation, including any relevant overtime/lieu time provisions, shall apply.

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

C10.00 CENTRAL BARGAINING

The employee bargaining agent will be consulted prior to the tendering process for the broader central bargaining location. The tendering process shall be conducted in accordance with the OPS Procurement Directive.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

APPENDIX A

**EWAO-ATEO / COUNCIL OF TRUSTEES' ASSOCIATIONS
NOTICE OF CENTRAL DISPUTE**

Name of Board where Dispute Originated:	
EWAO-ATEO Local & Bargaining Unit Description:	
Policy <input type="checkbox"/>	Group <input type="checkbox"/>
Individual <input type="checkbox"/>	Grievor's Name (if applicable):
Date Notice Provided to Local School Board/EWAO-ATEO Local:	
Central Provision Violated:	
Statute/Regulation/Policy/Guideline/Directive at issue (if any):	
Detailed Statement of Relevant Facts (attach additional pages if necessary):	
Remedy Requested:	
Date:	Signature:
Committee Discussion Date:	
Withdrawn <input type="checkbox"/>	Settled <input type="checkbox"/>
Referred to Arbitration <input type="checkbox"/>	Referred to Local Grievance Procedure <input type="checkbox"/>
Date:	Co-Chair Signatures:
This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 40 days after becoming aware of the dispute.	

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- a) An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- b) If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
 - b) the Employee's salary as of August 31, 2012.
- c) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out upon death consistent with the rate in accordance with subsection (2).
- d) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and except where there are grievances pending, the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- e) For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have 10 years of service with the board:
 - i. Waterloo Catholic District School Board

Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

RE: STATUS QUO CENTRAL ITEMS

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions below shall otherwise remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2014-2017 collective agreements. The items listed below shall not be subject to local bargaining or to amendment by the local parties.

Items:

- Staffing levels excluding staffing processes
- Paid vacations and holidays (including statutory holidays)
- Hours of work, excluding scheduling
- Work week, excluding scheduling
- Work year, excluding scheduling
- Preparation time for all staff whose core duties are directly related to student instruction
- Long-term disability
- WSIB top-up
- Paid leaves
- Information sharing as it related to prevention of violent incidents
- Allowances/Premiums (excluding percentage increase)

LETTER OF AGREEMENT #2

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: JOB SECURITY - PROTECTED COMPLEMENT

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members;
or
 - d. School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Agreement, at any relevant time, the overall protected complement is equal to:

- a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Central Administration
 - i. Professionals (including CYWs)
 - j. Maintenance/Trades
6. This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #3

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: PROFESSIONAL DEVELOPMENT

The parties acknowledge the important skills and expertise that education workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

Where the Ministry provides funds to local school boards specifically to provide professional development to employees represented by EWAO-ATEO, local school boards shall consult with local EWAO-ATEO representatives prior to finalizing and delivering the funded professional development.

Local provisions that do not conflict with this Letter of Agreement will remain.

LETTER OF AGREEMENT #4

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: SCHEDULED UNPAID LEAVE PLAN

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2019-2020, 2020-2021 and 2021-2022 school years. Employees approved for SULP days shall not be replaced.

For employees who work a 10-month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2019-2020 school year;
- 2) two (2) Professional Activity days in each of the other school years outlined above; that will be made available for the purpose of the SULP.

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

For the 2019-2020 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the remaining school years, the days will be designated by June 15, of each school year for the upcoming year. All interested employees will be required to apply, in writing, for leave for the school year by no later than September 30 of each year. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS. The following clause is subject to either Teacher Pension Plan amendment or legislation.

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

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

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #5

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: SICK LEAVE

The parties agree that any existing collective agreement provisions with respect to the items listed below, that do not conflict with the clauses in the Sick Leave article in the Central Agreement, shall remain status quo for the term of this collective agreement:

1. Responsibility for payment for medical documents.
2. Sick leave deduction for absences of partial days.

LETTER OF AGREEMENT #6

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: CENTRAL LABOUR RELATIONS COMMITTEE

The parties agree that the Central Labour Relations Committee will discuss the following topics:

- Provision of information relating to bargaining unit members, including scope, manner of disclosure and timing, in order to assist the parties in preparation for the next round of central bargaining
- Concerns, if any, regarding systemic issues relating to allocation or application of sick leave/short term disability leave
- Any other issues raised by the parties

LETTER OF AGREEMENT #7

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: MINISTRY INITIATIVES

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: MINISTRY INITIATIVES COMMITTEE

EWAO-ATEO will be invited to be a participant at the Ministry Initiatives Committee.

LETTER OF AGREEMENT #9

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: PROVINCIAL WORKING GROUP – HEALTH & SAFETY

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

- Violence prevention training
- Central vs. multisite Joint Health and Safety Committees
- Standardization of personal protective equipment
- Student aggression

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

LETTER OF AGREEMENT #10

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: VIOLENCE PREVENTION TRAINING

The parties are committed to the prevention of violence in the workplace and recognize that staff training is important in achieving this objective.

The CTA and the Crown will make available to school boards for employees represented by EWAO-ATEO a training module on the prevention and de-escalation of violence.

The training module will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that permanent EWAO represented employees who are regularly in contact with students in a school or are assigned to a school shall attend the half day of professional development training and that the day will not be designated as Sulp. In addition, EWAO represented employees in long-term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

LETTER OF AGREEMENT #11

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: PROFESSIONAL ACTIVITY (PA) DAY

The parties confirm that there will continue to be seven (7) PA days per school year during the term of this collective agreement. There will be no loss of pay for EWAO-ATEO members (excluding casual employees) as a result of the implementation of the seventh PA day. For further clarity, the seventh (7th) PA day will be deemed a normal work day. EWAO-ATEO members will be required to attend and perform duties as assigned.

LETTER OF AGREEMENT #12

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: SPECIALIZED JOB CLASSES

Where there is a difficulty with recruitment or retention for a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the local parties may agree to apply a temporary skills shortage allowance to that job class in order to assist with recruitment and retention.

LETTER OF AGREEMENT #13

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: JOB SECURITY - MERGERS, AMALGAMATIONS OR INTEGRATION

The parties (EWAO and the CTA) agree to meet within 30 days (or another mutually agreed time) of receiving written notice of a decision to fully or partially merge, amalgamate or integrate a school board or authority. The Crown shall receive an invitation to participate in the meeting. The parties agree to discuss the impact to the affected school board or authority of the merger, amalgamation or integration, including possible redeployment strategies.

Historical Appendix of Central Terms – For Reference Only

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #2

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

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

RE: STATUS QUO CENTRAL ITEMS REQUIRING AMENDMENT AND INCORPORATION

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. The following language must, however, be aligned with current local provisions in order to reflect the provisions of the applicable 2012-2013 MOUs. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

The following pregnancy/parental/SEB proposal is intended to reflect the current practice and is not intended to improve or reduce benefits.

Common Central Provisions

MATERNITY BENEFITS/SEB PLAN

- a) A full-time and part-time permanent employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive ***[insert either (i) 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks or (ii) local superior provision reflecting status quo]*** immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Plan (STLDP).

- b) Full-time and part-time permanent employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

Employees not defined above have no entitlement to the benefits outlined in this article.

SHORT TERM PAID LEAVE PLANS

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

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

Provisions with regard to short term paid leaves shall not subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

WSIB TOP-UP

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

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

RETIREMENT GRATUITIES

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

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

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

The following language applies only to those employees eligible for the gratuity above."

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

Boards which have Long Term Disability waiting periods greater than 131 days shall ensure there is language that accords with the following entitlement:

An Employee who has applied for long-term disability is eligible for additional short term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the employee to the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the employee was required to wait more than 131 days before being eligible for benefits under a long-term disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

Historical Appendix of Central Terms – For Reference Only

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Board Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Catholic School Trustees Association
(hereinafter called 'OCSTA')**

AND

**Association franco-ontarienne des conseils scolaires catholiques
(hereinafter called 'AFOCSC')**

AND

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

The Crown

RE: BENEFITS

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

The EWAO-ATEO shall request inclusion into the AEFO Employee Life and Health Trust (ELHT), (hereinafter, the "Trust") within fifteen (15) days of central ratification. Should EWAO-ATEO fail to reach agreement, consistent with the parameters contained herein, by February 29, 2016, the parties to this LOA will meet to consider other options.

The parties to this LOA agree to comply with the Trust's requirements. If AEFO agrees to accept the request for inclusion, the provisions of the agreement between EWAO-ATEO and AEFO shall be reflected in the AEFO trust agreement.

The provisions contained herein shall be applicable to EWAO-ATEO within the Trust.

The Participation Date for EWAO-ATEO shall be no earlier than February 1, 2017 and no later than August 31, 2017 and may vary by Board.

1.0.0 GOVERNANCE

1.1.0 EWAO-ATEO shall be a separate division within the Trust and accounted for separately.

1.2.0 The parties confirm their intention to develop a governance structure that may include the following:

- a) the addition of a non-voting trustee to be appointed by the EWAO-ATEO to the AEFO board of Trustees or an alternative representation option available pursuant to the terms of the Trust
- b) the creation of an EWAO-ATEO subcommittee of the Trust with the following responsibilities pertaining to the EWAO-ATEO division:
 - i) Plan design and amendments,
 - ii) Use of surpluses,
 - iii) Necessary actions or decisions required during a period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period,
 - iv) Any matter related to copay arrangements, and
 - v) Any other matters as appropriate.

The sub-committee decisions must comply with the requirements of the Trust and be approved by the Trust.

2.0.0 ELIGIBILITY and COVERAGE

2.1.0 The following EWAO-ATEO represented employees are eligible to receive benefits through the Trust:

- 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
- 2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 2.1.4 No individuals who retire after the Board Participation Date are eligible.

- 2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 2.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 Start-Up Costs

- 3.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
 - b. A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$325,000), to cover start-up costs and/or reserves.
- 3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 3.1.3 The Crown shall pay \$160,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the central agreement and shall pay a further \$160,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by EWAO-ATEO subject to the province's transfer payment and accountability requirements.

3.2.0 On-Going Funding

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

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

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

- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

3.2.8 The Trust shall retain rights to the data and the copy of the software systems.

3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:

a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.

b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;

i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs.

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

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

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

i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing

benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either EWAO-ATEO or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either EWAO-ATEO or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.

- ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.10, EWAO-ATEO or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust the amount determined in s. 3.2.9 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to 3.2.9 (d) and 3.2.9 (e) will be added to the base funding in 2016-17.
- g. With respect to 3.2.9 (d) and 3.2.9 (e) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.

- j. Funding previously paid under 3.2.9 (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and EWAO-ATEO.
- l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
- o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- p. Some EWAO-ATEO members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board's participation date.

4.0.0 TRANSITION COMMITTEE

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

5.0.0 PAYMENTS

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

6.0.0 ENROLMENT

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

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

- 7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

8.0.0 CLAIMS SUPPORT

8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

9.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

COLLECTIVE AGREEMENT

BETWEEN:

**THE DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called "the Board" or "the Employer")**

and

**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(DUFFERIN-PEEL CHAPTER)
employed by the Dufferin-Peel Catholic District School Board
(hereinafter called "the Association" or "APSSP")**

PREAMBLE

WHEREAS it is the goal of the Board to enhance and protect student programs within the Board's ability to finance, and to provide the best possible Catholic educational service for the separate school children of the Regional Municipality of Peel and the County of Dufferin;

AND WHEREAS to achieve that goal it is essential that the Board and its Employees maintain the harmonious relationship which exists between them;

IT IS THE DESIRE OF THE BOARD AND ITS EMPLOYEES, to set forth in this Agreement, the salaries, allowances and certain other conditions of employment which govern its Employees.

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ARTICLE 1 – RECOGNITION

- 1.01 The Board recognizes the Association as the exclusive bargaining agent for all Mental Health Liaisons, Psycho-Educational Consultants, Psychological Associates, Psychologists, Speech and Language Pathologists, Senior Social Worker, Social Workers and Child and Youth Workers, Senior Psychologists, save and except Acting Chiefs of Service, Chiefs of Service, Chief Support Officer – Child and Youth Work and any Employee covered by another collective agreement.
- 1.02 At all negotiation meetings for the renewal of this Agreement, the Association may be represented by a Negotiating Committee composed of up to six (6) bargaining unit Employees as stated in a letter to the Board at the commencement of negotiations. Employees attending any negotiation, conciliation or mediation meeting during working hours, shall do so without loss of salary or sick leave credits. The Association Team may be accompanied at the table by an Association (provincial) representative, union consultant, and/or legal consultant.
- 1.03 The terms of this Agreement shall apply to all Employees while in the employ of this Board, unless specifically stated otherwise. The Negotiating Committee has a mandate to negotiate for those employed as defined in Article 1.05.
- 1.04 The Board shall not engage or assign any person outside the bargaining unit, employed on a permanent basis to perform job functions carried out by members of the bargaining unit except in an emergency situation.
- 1.05 **Definition of Employees**
The term "Employees" in all aspects of this Agreement shall mean persons covered by the Collective Agreement.
- 1.06 The Association recognizes and accepts that it is the sole and exclusive right and obligation of the Board to manage the affairs of the Board and to determine policies except as may be expressly agreed otherwise in this Agreement.

ARTICLE 2 – DURATION AND RENEWAL

- 2.01 Further to Article C3.2 of the Central Agreement, this Agreement shall have effect from September 1, **2019**, up to and including August 31, **2022**, and from year to year thereafter unless either party gives notice, in writing, within the ninety (90) day period prior to the termination date, that it desires to negotiate with a view to the renewal of this Agreement.

- 2.02 The Parties shall, within thirty (30) calendar days from the giving of the notice, agree on a first negotiations meeting date and shall negotiate in good faith and make every effort to arrive at an agreement.
- 2.03 There will be a simultaneous exchange of proposals/issues at a mutually agreed upon negotiations meeting.
- 2.04 On an annual basis, the Board shall, by February 15th, provide the Association Executive with the following:
- a) a scattergram showing the number of Employees at the various levels of each category,
 - b) a listing of Employees, their years of experience, category and salary,
 - c) information in regard to the cost of the benefit packages for this Employee group based on data from the previous year, incorporating any projected benefit increases.

ARTICLE 3 – CONDITIONS OF EMPLOYMENT

- 3.01 **Evidence of Health**
The Employee, upon request, shall submit medical evidence of freedom from communicable disease.
- 3.02 **Documentary Proof**
- a) Proof of qualifications and all prior professional experience must be submitted to the Board. The Employer will inform the Employees, at the time of hiring, that supportive documents must be submitted to the Board.
 - b) Supportive documents applicable to allowances as provided for in Article 9 must be submitted to the Board in order to receive payment of the allowance. However, the payment shall be effective as of the date of the course completion or the date of employment with the Board.
- 3.03 **Employee's Personnel File** Each Employee has the right to knowledge of any and all information kept on said Employee and all information is accessible to him/her at a reasonable time. Where an assessment is written on a probationary Employee, that Employee will receive a copy of the assessment. An Employee will receive a copy of any disciplinary notation that is placed in his/her file. An Employee shall have the right to object in writing to the accuracy or completeness of any document in the file and such objection shall be filed with the disputed document. Alternatively, if the Employee disputes the accuracy of any such

document, he/she may appeal the matter to a member of senior staff designated by the Director. Such senior staff member shall, within fifteen (15) days, where possible, from receipt of a written request by the Employee stating the alleged inaccuracy, either confirm, amend, or remove the information contained in the document.

- 3.04 No seniority employee will be laid off or experience a reduction in hours of employment, should the Board decide to contract out services. The Board agrees to discuss contracting out services in advance, where possible, with the APSSP President or designate.

ARTICLE 4 – RELATIONSHIP

- 4.01 The Board and the Association agree that no Employee shall in any manner be discriminated against or coerced, restrained or influenced because of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization.
- 4.02 It is agreed that the Association and the Employees will not engage in Association activities during working hours or hold meetings at any time on Board premises without obtaining the prior permission of the Board. Provided the regular procedure is followed, the Board will, subject to the Board’s usual requirements and policies, grant a permit to the Association for the use of its premises and facilities for the purpose of membership and executive meetings without payment thereof.
- 4.03 Every Employee in this bargaining unit has a right to be free of sexual harassment in the workplace.
- 4.04 The Board and the Association agree that it is the inherent right of all individuals to be treated with dignity and respect. The Board is committed to the creation of a working environment that fosters respect for the dignity and well being of all employees and recognizes that every employee has a fundamental right to a workplace that is free from harassment, discrimination and/or threats to personal safety.

ARTICLE 5 – PLACEMENT OF STAFF

- 5.01 **Category One**
Child and Youth Workers who do not hold a degree from an accredited university, but are qualified and/or certified in their specific field of employment will be placed in this category.

5.02 **Category Two**

Social Workers and Speech Language Pathologists who are qualified and/or certified and who hold a Bachelor's degree or equivalent degree from an accredited university in their specific field of employment will be placed in this category.

Child and Youth Workers who hold a degree from an accredited university in their specific field of employment, or a degree which the Director deems relevant to the field of employment at the Board, will be placed in this category.

A Child and Youth Worker interested in getting a degree other than the CYW Bachelor's degree may submit a proposed university program leading to the Bachelor's degree, to the Director. Within one (1) month of receiving all required documentation, the Director will indicate to the applicant whether the program is sufficiently relevant to the field of the employee's employment as a Child and Youth Worker at the Board as to warrant placement in Category Two.

All decisions of the Director, under paragraph 2 herein, shall be final and not subject to appeal.

The effective date of Category Two wage placement will be the date of hire, if applicable, or the date of successful completion of courses leading to a degree, as documented by the degree granting institution.

5.03 **Category Three**

Social Workers, Speech/Language Pathologists, Senior Child and Youth Workers, Senior Social Workers, Psycho-Educational Consultants, Psychologists and Psychological Associates who hold a Master's Degree in their specific field of employment with the Board, a D.S.P.A. or a D.S.P. or an Honours B.A. plus a two (2) year diploma in child study from the Institute of Child Study, and are qualified and/or certified in their specific field of employment with the Board will be placed in this category.

5.04 **Category Four**

Psychologists who hold a Ph.D. in Psychology and who hold a valid permanent Ontario Registration in Psychology or who have been previously grand-parented into this Category, will be placed in this Category.

5.05

Where an individual's training, qualifications and experience cannot be readily classified using the above terms, the Director of Education or designate and the Chief of Service shall review the training, qualifications and experience in order to make an appropriate determination of the category in which the individual shall be placed and all the allowances the individual shall receive.

The Association executive shall be notified as soon as possible of any determination made under this article.

- 5.06 a) Initial placement on the salary grid will reflect credit (one (1) increment level) for each year of prior professional experience up to category maximum. A year of professional experience shall be defined as one (1) year of relevant full-time employment, or the amount of time equivalent to one (1) year of full-time employment accrued in part-time position(s).
- b) Employees will progress on the salary grid one (1) increment level for each year of professional experience up to category maximum. A year of professional experience shall be defined as one (1) year of relevant full-time employment, or the amount of time equivalent to one (1) year of full-time employment accrued in part-time position(s).
- 5.07 Effective June 30, 1991, Employees, including those on approved leaves of absence or on the recall list, who are concurrently employed by other institutions, or who can provide acceptable notarized proof of self-employment, in the same professional field shall have their concurrent experience recognized for purposes of yearly increment. Such experience may be submitted for credit towards salary increment once per year between July 1 and August 31. If applicable, salary adjustments will be retroactive. Concurrent 57 experience shall not exceed a full-time equivalent. Seniority shall accrue only for experience in this Board.
- 5.08 If a new classification is established, the Board shall notify the Association at least one (1) month prior to filling a position within the classification.

ARTICLE 6 – DUES CHECK OFF

- 6.01 Any Employee of the Board covered by this Agreement may become a member of the Association if he/she wishes to do so, and may refrain from becoming a member of the Association if he/she so desires.
- 6.02 The Board will deduct annual Association dues from all Employees covered by this Agreement, over twenty six (26) pay periods per year. The Association shall notify the Board in writing of any change in the present amount of such annual dues.
- 6.03 All dues so deducted shall be remitted to the Treasurer of the Provincial Association not later than the 15th day of the month following the month in which such deductions were made together with a list of the names of all Employees from whose pay cheques dues were deducted.

6.04 The Association agrees to indemnify and save the Board harmless for any liability arising out of the operation of this Article.

Should the Board fail to remit to the Association dues which it has deducted from the employees, the Board shall remit all outstanding dues as soon as possible.

ARTICLE 7 – WORK YEAR

7.01 The work year shall be the school year.

ARTICLE 8 – ANNUAL SALARY SCHEDULE

8.01

September 1, 2019

<u>Yrs Exp.</u>	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>
0	\$44,543	\$56,586	\$62,530	\$71,772
1	\$47,189	\$59,540	\$67,129	\$76,408
2	\$49,972	\$63,218	\$71,438	\$80,655
3	\$52,661	\$66,126	\$73,934	\$83,146
4	\$54,782	\$69,165	\$76,951	\$86,171
5	\$56,860	\$72,105	\$78,987	\$88,221
6	\$58,982	\$74,729	\$81,523	\$90,737
7	\$61,083	\$77,266	\$84,061	\$93,275
8	\$63,199	\$79,823	\$86,602	\$95,833
9	\$65,348	\$82,324	\$89,164	\$98,373
10	\$68,055	\$84,886	\$91,684	\$100,887
11		\$88,664	\$94,199	\$103,405
12			\$96,739	\$105,963
13			\$99,362	\$108,590
14			\$103,295	\$112,710

*See Article 5, Category 4.

September 1, 2020

<u>Yrs Exp.</u>	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>
0	\$44,988	\$57,152	\$63,155	\$72,490
1	\$47,661	\$60,135	\$67,800	\$77,172

2	\$50,472	\$63,850	\$72,152	\$81,462
3	\$53,188	\$66,787	\$74,673	\$83,977
4	\$55,330	\$69,857	\$77,721	\$87,033
5	\$57,429	\$72,826	\$79,777	\$89,103
6	\$59,572	\$75,476	\$82,338	\$91,644
7	\$61,694	\$78,039	\$84,902	\$94,208
8	\$63,831	\$80,621	\$87,468	\$96,791
9	\$66,001	\$83,147	\$90,056	\$99,357
10	\$68,736	\$85,735	\$92,601	\$101,896
11		\$89,551	\$95,141	\$104,439
12			\$97,706	\$107,023
13			\$100,356	\$109,676
14			\$104,328	\$113,837

*See Article 5, Category 4.

September 1, 2021

<u>Yrs Exp.</u>	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>
0	\$45,438	\$57,724	\$63,787	\$73,215
1	\$48,138	\$60,736	\$68,478	\$77,944
2	\$50,977	\$64,489	\$72,874	\$82,277
3	\$53,720	\$67,455	\$75,420	\$84,817
4	\$55,883	\$70,556	\$78,498	\$87,903
5	\$58,003	\$73,554	\$80,575	\$89,994
6	\$60,168	\$76,231	\$83,161	\$92,560
7	\$62,311	\$78,819	\$85,751	\$95,150
8	\$64,469	\$81,427	\$88,343	\$97,759
9	\$66,661	\$83,978	\$90,957	\$100,351
10	\$69,423	\$86,592	\$93,527	\$102,915
11		\$90,447	\$96,092	\$105,483
12			\$98,683	\$108,093
13			\$101,360	\$110,773
14			\$105,371	\$114,975

*See Article 5, Category 4.

Nothing in the term of this Agreement shall allow the Board to reduce the salary of any Employee covered by this Agreement except in those cases where the duties and responsibilities of the Employee have been reduced.

8.02 It is understood that the annual salary rates include vacation pay and public holiday pay as required by the Employment Standards Act.

METHOD OF PAYMENT

1. Annual Salary
Annual Salary shall be determined by appropriate scale and level as in Article 8.
2. Part-time Employees
Annual salaries and allowances will be prorated on the basis of part-time as a ratio of full-time employment.
3. Temporary or Part-year Employees
For Employees employed for a portion of the school year or commencing employment after the start of the school year, annual salaries and allowances shall be prorated in accordance with the proportion of days worked relative to the number of days in the school year.
4. Direct Deposit
All payments shall be deposited electronically at the financial institution of the employee's choice and payment information is maintained in the Employee Portal which can be printed by the employee.
5. Payment Basis
Payment shall be made bi-weekly by direct deposit, on Thursdays, based on 1/26 of the annual salary.

ARTICLE 9 – ALLOWANCES

- 9.01 Employees who are required to use their vehicle for authorized business of the Employer shall be reimbursed at the following rate: Ministry of Education base rate for Southern Ontario. Mileage shall be calculated from the first work location and end at the last work location of each day.
- 9.02 Employees who hold a doctoral degree in a relevant field of study shall receive **\$2,222** effective September 1, **2019** in addition to their grid placement subject to Article 9.03.
- 9.03 Unless expressly agreed otherwise in this Agreement, the Board reserves the right to prorate any allowance or salary for part-time and/or part-year service.

- 9.04 Employees who hold the positions of Senior Psychologist and Senior Social Worker will receive a responsibility allowance of **\$4,509** effective September 1, **2019**; **\$4,554** effective September 1, **2020**; **\$4,600** effective **September 1, 2021** in addition to their grid placement subject to Article 9.03.
- 9.05 The position of Psychologist with a Master's Degree and Psychological Associates shall receive **\$1,504** effective September 1, **2019**; **\$1,519** effective September 1, **2020**; **\$1,534** effective **September 1, 2021** in addition to their grid placement, subject to Article 9.03.

ARTICLE 10 – BENEFITS

- 10.01 a) Subject to, and in accordance with, the terms and conditions set out in each Plan, the Board shall assume the under-noted contributions to the Plans, based upon full-time employment of Employees eligible to enroll in such Plans.

The Board shall assume single benefit coverage and basic life insurance for Employees unless family coverage is directed.

- b) The agreement to pay the cost of a group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Board to pay or provide the benefits under any such group plan to any Employee should any insurer fail or refuse to pay or provide same, in whole or in part.
- c) The Board will assume one-half (1/2) of the under-noted percentage premium cost for part-time Employees employed not less than half time.
- d) An Employee granted leave may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in Articles 10.02, 10.03, 10.04, and 10.05 at the Employee's own expense.
- e) The Board shall contribute the percentage of premium cost for full-time employees as hereinafter set out.

10.02 **Life Insurance**

\$10,000 Basic Life Insurance coverage - 100% of required premium to be paid by the Board.

Additional optional life insurance coverage at 3X annual salary - 0% of required premium.

- 10.03 Semi-private hospital coverage - 100% of required premiums.

10.04 Effective January 1, 2009
Major Medical Plan with extension to cover: vision care \$200 every twenty-four (24) months for adults and \$150 every twelve (12) months for dependent children, hearing aids \$500 every five (5) years, chiropractic coverage maximum \$275 per person, massage therapy, psychological services, speech and language pathology services, and Health Care Outside Canada. Deductible - \$10 single, \$20 family
..... 90% of required premiums.

10.05 Dental Plan based on current O.D.A. Fee Guide, maximum lifetime orthodontic \$3,000, per lifetime, per person, maximum individual annual dental \$2,000 including 9-month recall examinations
..... 90% of required premiums.

10.06 **Long Term Disability Plan**

- a) The Board shall pay 100% of the required premiums for the group Long Term Disability (LTD) Plan. Employees (full-time/part-time) who are absent for seventy-five (75) working days for the same continuing disability must apply for Long Term Disability benefits, which, if the Employee is eligible, will begin on the 76th day of absence.
- b) Employees (full-time/part-time) who are working reduced hours on an approved vocational rehabilitation plan must also apply for Long Term Disability benefits, which, if the employee is eligible, will begin on the 76th day of absence.

Employees who have made application for Long Term Disability and who have not been granted LTD benefits as of the 76th day of absence shall receive a salary of seventy (70%) percent of wages, deducted from sick leave credits.

- c) Upon approval of Long Term Disability benefits, an employee must reimburse the Board for any salary paid after the 75th day of absence. Upon reimbursing the Board for monies owed, the appropriate number of sick leave credits shall be reinstated to the employee.

If LTD benefits are not approved, the Board shall reimburse the employee the 30% salary previously deducted and sick leave credits will be adjusted accordingly.

Note: Payments and adjustments are based on availability of the employee's sick leave credits.

10.07 a) The Employer reserves the right to change employee benefit insurers or carriers at any time, providing that the benefits are equal or better, and providing the

APSSP executive is notified in writing at least sixty (60) days in advance of the change. No Employee shall suffer as a result of the change of carriers.

- b) The Board shall provide to APSSP, a copy of each of the current Master Benefit Plans and any subsequent revisions to such plans.
- 10.08 All new or changed coverage of benefits negotiated into this Agreement will take effect the first day of the month following ratification. Any increases in premiums that occur during the period of this Agreement will be recognized as a cost in negotiating the subsequent Salary Agreement.
- 10.09 Those employed on a short-term basis for less than five (5) months will not be entitled to benefits as described in Articles 10.01, 10.02, 10.03, 10.04, 10.05, 10.06 and 10.13.
- 10.10 a) The Board and Employee shall make the required contributions to the Ontario Municipal Employees Retirement System on behalf of each eligible Employee, according to the terms and conditions of the Plan. The Board and Employee will make the required contributions to the Canada Pension Plan.
- b) If an Employee has an Ontario Teacher Certificate, he/she must notify the Benefits Department. At that time, the Board will provide the Employee with information enabling the Employee to enroll in the Teachers' Pension Plan.
- 10.11 Subject to Article 10.09, all present and newly hired Employees shall be covered by the Long Term Disability Plan if they are eligible as defined by the Plan.
- 10.12 For the purposes of eligibility for benefits coverage under Articles 10.03, 10.04, and 10.05, an Employee's "family" shall include the Employee's spouse, and children as defined below:
- Child means a person who is unmarried, is a natural, legally adopted, foster, or step-child of the Employee or spouse, and who relies upon the Employee for support, is in regular attendance at an accredited institute of learning and is less than 25 years old. Any mentally or physically handicapped child who was insured up to the maximum age shall remain insured beyond such age provided the child remains totally dependent on the Employee for support and maintenance.
- 10.13 The Board shall make available through its insurers optional life insurance coverage for dependent spouses and dependent children (including children who would qualify under Article 10.12) of Employees. The following conditions shall apply to such insurance:

- (i) Such insurance shall be available in units of \$10,000 up to a maximum of ten (10) units.
- (ii) The Employee shall pay the full cost of such insurance and shall pay the premium in instalments through deductions on each pay.

ARTICLE 11 – WORKPLACE SAFETY AND INSURANCE BOARD

11.01 When an Employee is awarded Workplace Safety and Insurance Board benefits, the Board shall continue to pay the Employee the difference between the Employee's gross salary and the Loss of Earnings Benefits received from the Workplace Safety and Insurance Board as per legislation.

Employees who are or may be absent for seventy-five (75) working days of continuous disability or who are on an approved vocational rehabilitation plan and cannot sustain full hours at work, must apply for Long Term Disability benefits which if the employee is eligible, will begin on the 76th day of absence (See Article 10.06).

ARTICLE 12 – LEAVE PLANS

12.01 Sick Leave information shall be maintained in the Employee Portal which can be printed by the employee.

12.02 An Employee who is absent from work shall follow the appropriate procedures as outlined by the Human Resources Department and the appropriate Supervisory Officer for reporting his/her absence. Employees who are absent without following the appropriate procedures may be subject to deductions from salary if an acceptable explanation is not provided.

12.03 **Medical Certificate Required**

As a condition of sick leave payment, Employees must be prepared to produce a medical or dental certificate for an absence of five (5) or more consecutive working days. The medical documentation may be required to be provided on the attached form. The Employer may waive the necessity of such certificate.

12.04 a) **Emergency Leave**

The Director of Education or designated Supervisory Officer may grant emergency leave with pay up to a maximum in any one (1) school year of five (5) days as per the Emergency Leave Guidelines Memo.

b) **Bereavement Leave**

(i) An Employee is entitled to a leave of up to five (5) days by reason of a death in the immediate family, which is defined as: spouse, parent, parent-in-law, child, grandchild, brother, sister, ward or former legal guardian.

(ii) An Employee is entitled to a leave of up to two (2) days by reason of death of the Employee's grandparent, uncle, aunt, brother-in-law, son-in-law, daughter-in-law, sister-in-law, niece or nephew.

12.05 **Compassionate Leave**

In addition to any emergency days granted in Article 12.04, the Director of Education or designated Supervisory Officer may grant additional days of compassionate leave without pay at his/her discretion.

12.06 Use of sick leave allotment shall be in accordance with the applicable requirements and Provincial and Federal statutes and regulations in force during the term of this Agreement.

12.07 **Required Absences**

An Employee who is required to be absent because of jury duty, subpoena as a witness in any proceedings to which he/she is not party to or one (1) of the persons charged, quarantine (as identified by the Medical Officer of Health) or Board related proceedings shall not be subject to loss of pay or deduction from sick leave credits. The Board may not grant payment in other court related matters.

12.08 In order to qualify for payment as set out in Article 12.07, an Employee who is on jury duty or subpoenaed shall tender all monies received in the proceedings to the Board less such amounts as are intended for mileage and other stated expenses.

12.09 **Pregnancy, Parental and/or Adoption Leave**

a) Pregnancy, Parental and/or Adoption Leaves shall be granted in accordance with the Employment Standards Act. An Employee must either:

(i) pay the Employee's contributions for benefits, if any, in advance of commencing such leaves in order to maintain benefit coverage during the pregnancy, parental and/or adoption leave (and the Board will then continue to pay its share of the benefit premiums); or

(ii) provide the Board with written notice that the Employee does not intend to pay the Employee's contributions, if any, in advance of commencing such leaves, in which case the benefit coverage will be discontinued for the period of the pregnancy, parental and/or adoption leaves.

- b) Employees taking the statutory pregnancy, parental and/or adoption leave shall:
 - (i) be reinstated when the leave ends to the position and assignment the Employee most recently held, if it still exists, or to a comparable position, if it does not. Where it is not possible to return the employee to the previous assignment, a rationale will be provided.
 - (ii) the reinstatement to the previously held assignment does not apply if the pregnancy, parental and/or adoption leave is extended by the employee. If an employee extends such leave the employee will be returned to a comparable position.
- c) Seniority continues to accrue during the pregnancy, parental and/or adoption leave and extended leave in accordance with d) below.
- d) Upon request, an extension of up to one (1) year shall be granted to any Employee who is entitled to statutory pregnancy, parental and/or adoption leave. Upon returning to employment from this extended leave, every effort shall be made to place the Employee in the same Family (Families) of Schools.
- e) An Employee who is granted an extension to the pregnancy, parental and/or adoption leave may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in Article 10, provided the Employee pays the full cost of the benefit premiums.

12.10 The Board shall grant an Employee a paternity leave of four (4) days with full salary and benefits for the birth or adoption of a child.

12.11 **Professional Leave**

An Employee who is absent for professional purposes approved by the Board may be granted Leave of Absence of up to five (5) days within a school year without loss of pay or sick leave deductions. For example: a) Time off to write examinations for improvement of professional qualifications. b) Time off to attend executive meetings if an elected executive member, or related professional functions.

12.12 A **Association Leave**

Leave of absence with pay and without loss of seniority or sick leave credit will be granted, upon written request by the Association given not less than ten (10) working days prior to the requested leave, provided that the Association reimburses the Board for the full cost of salary, benefits and other related costs involved. Such leave shall be confined to employees named in the written request and will be for a maximum of thirty (30) days per year.

Should an emergency arise, the Employer may at its discretion consider requests made less than ten (10) working days in advance of the leave.

- 12.12 B At the request of the Association, provided that six (6) weeks advance notice is given to the Superintendent of Human Resources & Employee Relations, the Board shall grant a member, or members of the Executive of the Association a leave of absence with pay for the duration of the term of office to an elected position, or any lesser period which may be requested by the Association, provided that the Association reimburses the Board for the full cost of salary, benefits and other related costs involved. Upon completion of the leave reasonable efforts will be made to return the employee to his/her previous assignment. Regardless of the length of the leave, full seniority rights shall be granted.

Should circumstances arise such that the notice period is less than six (6) weeks, a request can be made to the Superintendent of Human Resources & Employee Relations. The Board shall grant the request subject to the operational needs of the Board.

- 12.13 An Employee may be granted a personal leave for either a portion of or all of the following school year if a request is submitted to the Superintendent of Human Resources & Employee Relations by January 31st. Such leave, if granted, shall be without pay, benefits, or the accumulation of experience for increment purposes. Seniority will continue to accrue during the period of the leave. Every effort shall be made to place Employees returning from personal leave in the same family (ies) of schools where applicable. The Employee shall be notified of the decision within sixty (60) days of the deadline. Benefits coverage may continue, subject to the consent of the carrier, at the Employee's own expense.

- 12.14 **Deferred Salary Leave**
Members have access to the Deferred Salary Leave Plan for APSSP, currently in force, including all available options. Information is available year round on-line through the Board's Human Resources Portal.

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

- 13.01 The Board and the Association share a desire to improve professional standards by giving the Employees the opportunity on occasion to participate in seminars, workshops, short courses, or similar programs to keep up to date with knowledge in their respective fields. Such programs shall be arranged in consultation with and with the approval of the appropriate Superintendent and the Employee's Chief of Service.

- 13.02 In order to benefit from an exchange of knowledge and experience, an Employee shall have the opportunity on occasion to attend conferences and conventions related to his/her field of specialization, and employment with the Board, subject to operational requirement and budget constraints. Leave may be granted with pay or without pay, together with expenses and/or applicable registration fees to Employees attending such conferences and conventions. Attendance at conferences and conventions shall be arranged in consultation with and with the approval of the appropriate Superintendent and the Employee's Chief of Service (if applicable).
- 13.03 The Board shall designate a pool of funds to be used for Professional Development purposes for members of this bargaining unit. The amount of this fund shall be \$4,120, replenished annually on September 1, of each year and jointly administered by the Association and the Board through the Staff Development Department and designated Association representatives.
- 13.04 An Employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his/her field of employment may be granted leave with pay for the purpose and may be reimbursed for payment of reasonable expenses. Attendance at conferences and conventions shall be arranged in consultation with and with the approval of the appropriate Superintendent and the Employee's Chief of Service (if applicable).
- 13.05 Employees attending an approved conference or convention shall do so without loss of benefits or seniority.

ARTICLE 14 – SENIORITY

- 14.01 a) Seniority, as referred to in this Agreement, shall mean length of continuous service in a classification covered by the APSSP Collective Agreement in the employ of the Employer and its predecessor Boards. School breaks and approved leaves of absence shall not constitute a break in service.

Subject to Article 14.02, an employee who transfers to a position outside of the bargaining unit and then returns to the APSSP bargaining unit shall receive full credit for seniority prior to the transfer provided the period outside of the bargaining unit does not exceed two (2) school years.

An employee who takes a position outside of the bargaining unit as a result of a layoff as per Article 14.04 and then returns to the APSSP bargaining unit shall receive full credit for seniority prior to the transfer provided their recall rights have not expired as per Article.

Seniority lists shall be compiled for each discipline: Social Work, Speech Pathology, Child and Youth Work and Psychology.

No current employee as of October 28, 2008 shall have their seniority adjusted as a result of the change in definition.

- b) By mutual consent, the Board and the Association may agree to permit the accumulation of the seniority for work performed outside the APSSP bargaining unit in a non-union bargaining position within the Board, provided the period outside the bargaining unit does not exceed two (2) school years.

14.02 Employees, who are appointed to Acting Chief of Service positions in any of the classifications as set out in Article 1.01, shall be excluded from the bargaining unit for a period not to exceed two (2) school years. Upon completion of the Acting Chief of Service assignment, the Employee will be returned to the bargaining unit without loss of seniority. For the duration of the acting administrative position, issues regarding discipline of APSSP members will be referred to the Superintendent of Special Education and Support Services or designate.

14.03 Seniority is a factor in the promotion and transfer processes in accordance with Article 22.03.

14.04 All cases of layoff or recall after layoff shall be based on seniority in the job classification. For the term of this agreement the recall provisions for Child and Youth Workers will be as per Letter of Understanding #4 – Recall or Return to Work of Laid-Off CYWs. When seniority is equal, (as defined in Article 14.01), the following conditions apply:

1. accumulated service, in total, with this Board, in the applicable job classification, regardless of any breaks in employment if a tie still occurs,
2. total experience in a school in the same professional field if a tie still occurs,
3. total experience in the same professional field if a tie still occurs,
4. qualifications, as reflected by placement according to Article 5 of this agreement if a tie still occurs,
5. where all the above factors are equal, determination shall be by lottery conducted jointly by the parties.

14.05 No Employee who has completed probation shall be laid off while there is a temporary Employee in the same classification on the payroll.

14.06 Seniority Employees with more than one (1) year of service, who are laid off shall have recall rights for rehiring for thirty six (36) months from the date of layoff. Seniority Employees with no more than one (1) year of service who are laid off shall have recall rights for rehiring for twelve (12) months from the date of layoff.

14.07 In the event circumstances require the layoff of seniority Employees, the Employer shall endeavour to provide as much notice of the impending layoff as may be possible to the President of the Association and the seniority Employees affected.

14.08 An Employee will be considered on probation for the first ten (10) months of employment and will have no seniority rights during that period. Appointments to the regular staff shall be made by the Family of Schools Superintendent, providing the Family of Schools Superintendent and the Chief of Service are in agreement regarding the Employee's successful completion of the probationary period. The Employee's seniority shall be backdated in accordance with Article 14.01. The dismissal of a probationary Employee may not be the subject of a grievance.

14.09 The Board will provide a seniority list to the President of the Association by December 31st of each year.

14.10 **Temporary Employees**

Temporary Employees are those Employees who are hired for a designated term, with specified start and end dates. Temporary Employees do not have seniority rights and the dismissal of a Temporary Employee shall not be made the subject of a grievance.

14.11 Temporary Employees who have completed two (2) full school year assignments shall become Permanent Employees upon commencement of a third (3rd) assignment and their seniority calculated in accordance with Article 14.01. Under extenuating circumstances, the above-noted timeline may be extended by mutual agreement.

In the event a Temporary Employee has completed less than two (2) full school year assignments and is appointed to a permanent position, the Board shall reduce the probationary period to a period of less than ten (10) months but not less than five (5) months provided the Temporary Employee was employed for at least five (5) continuous months immediately prior to the permanent assignment. Upon completion of the probationary period, seniority shall be calculated in accordance with Article 14.01.

ARTICLE 15 – DISCHARGE AND DISCIPLINARY CASES

- 15.01 No Employee shall be dismissed or disciplined without just cause. The Board shall notify the Association promptly in writing of the reasons for the dismissal or discipline. Failure to notify will not void the Board’s action nor the right to grieve the action.
- 15.02 A permanent Employee shall be dismissed only upon the authority of the Director or designated Supervisory Officer.
- 15.03 The Superintendent of Human Resources & Employee Relations in consultation with the Family of Schools Superintendent, the Superintendent of Program/Superintendent of Special Education and Support Services and the Chief of Service, may suspend a permanent Employee. The Employee concerned and the Association shall be advised promptly in writing of the reason for such a suspension.
- 15.04 A permanent Employee considered by the Association to be wrongfully disciplined shall be entitled to a hearing under Article 16 Grievance Procedure.
- 15.05 Should it be found upon investigation that a permanent Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in his/her former position without loss of pay or seniority, or such other arrangement as is just and equitable in the opinion of the parties, or in the opinion of the Board of Arbitration if such matter is referred to Arbitration.
- 15.06 In the event an Employee is to be disciplined or discharged, such Employee is entitled to be accompanied by a representative of the Association, and the Chief of Service or designate. In the absence of such representation, the discipline imposed shall be set aside until the Employee has received representation at a meeting of parties.
- 15.07 The President of the Association shall receive a copy of any written warning given to a permanent Employee which may lead to disciplinary action, and if requested by the Association to do so, the Board will furnish additional information.

ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.01 The purpose of this Article is to establish a procedure for the settlement of grievances. The Board acknowledges the right of the Association to appoint or otherwise select an Association Grievance Committee consisting of two (2) Employee members. The President/designate of the Association shall inform the

Board of the names of the individuals on this Committee. The Board shall supply the necessary facilities for grievance meetings.

16.02 The time limits in this Article are mandatory and not simply directory, except as set out in Article 16.08.

16.03 A working day shall be defined as a day other than Saturday, Sunday, a paid holiday or a day falling during school breaks

16.04 Within the terms of this Agreement, a grievance shall be defined as a difference as to the interpretation, application, administration or alleged violation of this Agreement.

16.05 A grievance to be acceptable under this Agreement, must be in writing, must specify the Article or Articles allegedly violated, must indicate the relief sought and must be signed by the grievor in the case of an individual grievance and the Chair of the Grievance Committee in the case of an Association grievance.

16.06 Complaints and grievances shall be settled in the following manner and sequences:

Step One

a) The Employee having a complaint arising out of this Agreement shall first approach his/her Principal/Superintendent.

b) The complaint must be received within fifteen (15) working days after the Employee becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint.

c) The Principal/Superintendent shall meet with the Employee within fifteen (15) working days to discuss the grievance. The Employee is entitled to be accompanied by a representative of the Association Grievance committee. A representative from the Employee Relations Department may also attend the meeting.

d) The Supervisor shall reply, verbally, within five (5) working days after receipt of the complaint. Failing satisfaction with the verbal reply of the Supervisor, the complaint may then become a grievance and may be processed to Step Two.

Step Two

a) Failing satisfaction with the reply in Step One, then within ten (10) working days of receipt of the reply, the grievance may be submitted in writing, by the

Association Grievance Committee to the Superintendent of Human Resources & Employee Relations.

- b) The Superintendent of Human Resources & Employee Relations or designate shall meet with the Association Grievance Committee within fifteen (15) working days to discuss the grievance. The Association is entitled to have their outside consultant in attendance at this meeting.
- c) The Superintendent of Human Resources & Employee Relations or designate shall reply in writing within five (5) working days of the grievance meeting.

Step Three - Voluntary Mediation/Alternative Dispute Resolution

- a) Prior to exhausting the formal grievance procedure and formally referring an unresolved grievance, as defined under Article 16.04 above, to arbitration, the parties, by mutual agreement, may refer the disputed matter to Voluntary Mediation/Alternative Dispute Resolution for settlement.
 - (i) The mediator shall be selected jointly by the parties to resolve the dispute. Both parties are entitled to be accompanied by outside representatives.
 - (ii) Either party may opt out of the Voluntary mediation/ alternative Dispute.
 - (iii) Resolution at any time during the process. Any party withdrawing its participation from Voluntary Mediation/Alternative Dispute Resolution must advise the other party in writing at least five (5) working days prior to the scheduled mediation date. The expenses of the Mediator shall be equally shared by both parties.
- b) When mutual agreement to enter into voluntary mediation does not occur, the rationale and/or reasons for not entering into voluntary mediation will be communicated promptly in writing.

16.07 The privileges of Committee members to leave their work without loss of pay to attend to Association business is granted on the following conditions:

- a) The time shall be devoted to the prompt handling of grievances.
- b) The Committee members concerned shall obtain permission from their Superintendent, or Principal when appropriate, before leaving work, such permission not to be unreasonably withheld.
- c) No Committee member shall spend an unreasonable time serving grievances.

- 16.08 Failure to advance a grievance within ten (10) working days of Article 16.06, Step 2 c) shall mean the grievance has been abandoned. If the Board does not respond to a grievance within the time limits expressed, the grievor may proceed to the next step of the grievance procedure. The time limits reflected in this Article may be extended in writing by mutual agreement.
- 16.09 **Policy Grievance**
In the case of a dispute involving a question of general application or interpretation, the grievance may be lodged at Step Two.
- 16.10 **Group Grievance**
Where more than one (1) Employee has the identical grievance, the Employees may submit a group grievance signed by each Employee and an APSSP Executive Member, to the Superintendent designated by the Superintendent of Human Resources & Employee Relations, who shall respond in writing within five (5) working days to the APSSP Executive Member. Failing satisfaction, the grievance may be advanced to Step Two.

ARTICLE 17 – ARBITRATION

- 17.01 When a difference arises between the Parties relating to the interpretation, application or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, either Party may, provided they have exhausted the required Grievance Procedure established under this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to Arbitration.
- 17.02 The notice shall contain the name of the first Party's nominee to the Arbitration Board and shall be delivered to the other Party within ten (10) working days of the reply under Step Two or the outcome of Step Three of the Grievance Procedure set out in Article 16.06. The Recipient Party shall, within ten (10) working days, advise the first Party of the name of its nominee to the Arbitration Board.
- 17.03 The two (2) nominees so selected shall, within fifteen (15) working days of the nomination of the second of them, name a third person who shall be the Chairperson of the Arbitration Board. If the Recipient Party fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a Chairperson, the Minister of Labour for the Province of Ontario may be asked to make the appointment, whichever is applicable.

- 17.04 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and that decision shall be final and binding upon the Parties and upon any Employee affected by it.
- 17.05 The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson of the Arbitration shall govern.
- 17.06 The powers of the Arbitration Board shall be the powers set out in the Ontario Labour Relations Act.
- 17.07 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.
- 17.08 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairman.
- 17.09 The Board of Arbitration shall not be authorized to make any decisions inconsistent with any Act or Regulations there under, or the provisions of this Agreement, nor to alter, modify or amend, add to or delete from any part of this Agreement.
- 17.10 At any time before or after the Board of Arbitration has been formed, but prior to the Arbitration Board's hearing of the grievance, the parties may settle the grievance and withdraw the grievance from arbitration.
- 17.11 If the parties agree to a Sole Arbitrator instead of a Board, then all references herein to the Board of Arbitration shall be read as Sole Arbitrator.
- 17.12 When Employees are required to attend at an arbitration, they shall be granted leave with pay upon notice from the Association provided the Association reimburses the Board for the salaries and benefits of the Employee on approved leave.

ARTICLE 18 – NO STRIKE, NO LOCKOUT

- 18.01 There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement. The terms "strike" and "lockout" will be as defined in the Labour Relations Act.
- 18.02 During any disruption of work by other employee groups within this Board, Employees covered by this Agreement shall perform only their usual professional duties.

ARTICLE 19 – COMMUNICATIONS

- 19.01 Except as otherwise indicated herein, all correspondence from the Board to the Association arising out of this Agreement or incidental thereto shall be forwarded to the President of the Association. The Association shall advise the Board in writing of the name and address of the President of the Association and of any changes. All correspondence from the Association to the Board arising out of this Agreement or incidental thereto shall be forwarded to the Superintendent of Human Resources & Employee Relations
- 19.02 The Board shall supply to the Association the names, addresses, telephone numbers, and work locations of all Employees covered by this Agreement once yearly, by October 31, as currently on file.
- 19.03 The Board shall supply to the Association in writing the names, addresses, and telephone numbers of all newly hired Employees covered by this Agreement, and agrees to inform the Association within five (5) working days in writing the name of any Employee covered by this Agreement who is laid-off, granted an extended leave, or has resigned.
- 19.04 The Association and the Board desire every Employee covered by this Agreement to be familiar with the Agreement. For this reason, the Board shall issue a printed copy of the agreement to each Employee and the cost of all copies shall be shared equally between the Board and Association.
- 19.05 The Board agrees to provide each newly hired Employee, at the time of documentation, a current list of the APSSP Executive members as provided by the Association, and a copy of the current collective agreement.

ARTICLE 20 – JOINT CONSULTATION COMMITTEE

- 20.01 A Joint Consultation Committee shall be established to consider matters of mutual interest to the Association and the Board. The Association and the Board shall each be entitled to four (4) representatives on the Committee.

By mutual verbal consent in advance, each party is entitled to have additional resource persons, or alternate persons, attend meetings from time-to-time.

The Joint Consultation Committee meeting shall be held bi-monthly during the school year, or at times to be mutually agreed upon.

20.02 The parties agree that the process of assigning APSSP members can be discussed in Joint Consultation.

ARTICLE 21 – CODES OF ETHICS

21.01 The Board acknowledges that registered Psychologists and Psychological Associates are obligated to function in accordance with the Code of Ethics of the College of Psychologists of Ontario and that Speech and Language Pathologists are obligated to function in accordance with the Code of Ethics of the College of Audiologists and Speech-Language Pathologists of Ontario, and registered Social Workers are obligated to function in accordance with the Code of Ethics of the Ontario College of Social Workers and Social Services Workers.

ARTICLE 22 – POSTING PROCEDURES

22.01 Effective: September 1, 2009:

a) The Employer shall post, commencing on a pay day, all permanent positions as they become available. The start date of the position will be determined by operational needs.

(i) All positions will be posted on the Board's website.

(ii) The Employer will accept applications for a period of five (5) working days from the first date of posting.

(iii) Permanent employees who have successfully completed their probationary period are eligible to apply for postings.

b) The Employer will send a notice of any postings to the President of the Association on the first day of the posting.

22.02 No applicant from outside the Bargaining unit shall be interviewed for posted positions until those eligible employees cited in Article 22.01, meeting the basic qualifications, have been interviewed and no suitable applicant has been found.

22.03 Transfers and promotions to posted positions shall be based on the following factors:

a) the skills, competence, ability, knowledge and training of the individual to do the job;

- b) when the Board determines that the qualifications in factor (a) are relatively equal as between two (2) or more Employees, seniority as outlined in Article 14.01 shall govern.

In the event that a tie occurs, the following tie-breaking formula will apply:

- (i) accumulated service, in total with this Board, in the applicable job classification, regardless of any breaks in employment if a tie still occurs,
 - (ii) total experience in a school in the same professional field if a tie still occurs,
 - (iii) total experience in the same professional field if a tie still occurs,
 - (iv) qualifications, as reflected by placement according to Article 5 of this agreement if a tie still occurs,
 - (v) where all the above factors are equal, determination shall be by lottery, conducted jointly by the parties.
- c) When a permanent vacancy is to be filled by an external applicant, the Board will ensure that the relevant Chief of Service, Chief Support Officer – Child and Youth Work, Senior Social Worker or an APSSP member from the specific discipline will be on the interview panel.

22.04 Employees shall be entitled to one (1) lateral transfer, arising from a job posting, in a calendar year. Notwithstanding the preceding, such restriction may be waived by the mutual agreement of the President of the Association, the Superintendent of Human Resources & Employee Relations (or designate), and the Employee.

22.05 a) Facilitated transfer request forms are available year round for printing via the DP HR Portal. Any Child and Youth Worker wishing to apply for a facilitated transfer to another family of schools effective September 1 of the following school year shall complete the appropriate form and submit it to the Human Resources Department. Facilitated transfer requests will be received until April 30.

b) The name of the Child and Youth Worker who submits a request for a facilitated transfer will be placed on a list to be distributed to the Family of Schools Superintendents/Chief Support Officer – Child and Youth Work by May 15. The employer shall give reasonable consideration to accommodate facilitated transfer requests.

- c) A Child and Youth Worker who is granted a facilitated transfer will take the placement assigned.

22.06 **Process for Placement of Surplus Child and Youth Workers**

Surplus occurs when staff must be reassigned among Families of Schools and/or the Program/Special Education and Support Services Department.

In the event that reassignment is necessary, Child and Youth Workers who are interested in being contacted to take voluntary transfers, should indicate an interest in writing to the Chief Support Officer – Child and Youth Work.

Family of School Process, Program / Special Education and Support Services Department Process

In the event the Board identifies a surplus situation in a Family of Schools, Program / Special Education and Support Services, the Human Resources Department in conjunction with the Family of Schools Superintendent / Superintendent of Special Education and Support Services shall:

- a) Review and grant applicable requests for Facilitated Transfer
- b) Failing (a), review and grant applicable informal requests for voluntary transfer made by Employees to the Chief Support Officer – Child and Youth Work, or
- c) Failing (b), transfer the least senior Child and Youth Worker, in accordance with Article 14, from the Family of Schools where the complement is decreasing, to a 78 Family of Schools, Program / Special Education and Support Services Department where the complement is increasing.

22.07 **CYW Placement Preference Form**

The CYW Placement Preference Form will be submitted to the Family of Schools Superintendent / Superintendent of Special Education and Support Services and the Chief Support Officer – Child and Youth Work.

22.08 **Transition Period**

The Board acknowledges that the Child and Youth Worker may require a transition period when an assignment has been changed in order to meet the needs of the students. Therefore, the Family of Schools Superintendent will endeavour to provide the CYW, if possible, with ten (10) working days notice of any change of assignment.

22.09 The Employer will endeavour to notify Employees by no later than June 15 in each school year, of their tentative placement for the next school year.

22.10 Where there is a change in placement not requested by a Child and Youth Worker, the Family of Schools Superintendent and/or designate, or the Superintendent of Program / Special Education and Support Services Department and/or designate shall provide a rationale for the change.

ARTICLE 23 – PERFORMANCE EVALUATION

23.01 Evaluation of an Employee shall be conducted by the appropriate Supervisory Officer in consultation with the respective Chief of Service, or, where there is no Chief of Service, in consultation with personnel designated by the Director.

LETTER OF UNDERSTANDING #1

In recognition of the Board's broad goals of preserving essential programs, keeping tax increases within control, and avoiding lay-offs and financial deficits, the Board will endeavour, as far as is practicable and to the best of its ability, to retain staff.

LETTER OF UNDERSTANDING #2

Re: Quality of Service to Students

The parties agree to discuss at the Joint Consultation Committee issues related to the preparation and the delivery of service to students, and other factors that may influence the ability of employees to function in a professional and confidential manner. Information resulting from these discussions will be communicated to the appropriate Board personnel.

LETTER OF UNDERSTANDING #3

Re: Disruption of Work

The parties will meet to discuss any procedures, duties or responsibilities of APSSP members during a strike of another employee group.

LETTER OF UNDERSTANDING #4

Re: Recall or Return to Work of Laid-Off CYWs

The parties agree that during the term of this agreement the following procedures will apply in the event that the Board requires a Child and Youth Worker (CYW) as a replacement for an absent CYW during a period of layoff. Temporary assignments over two (2) months will interrupt the original recall period, but will not start the recall period again under Article 14.06.

1. At the time of layoff, CYWs will be required to indicate whether they are interested in being called into work should the Board decide to replace absent CYWs. Those who are already on layoff will also be required to indicate whether they are interested in being called into work should the Board decide to replace absent CYWs. Declining temporary recall does not affect layoff/recall status.
2. A CYW who is assigned by the Board (excluding those assigned by TRACS) to replace an absent CYW for less than two (2) months will receive an APSSP daily rate based on Category 1, Step 0 of the current APSSP grid. CYWs who are permanently employed by the Board in another capacity will not be offered any assignments of less than two (2) months.
3. A CYW who is assigned by the Board to replace an absent CYW for two (2) months or more will be temporarily recalled in reverse order of layoff. The CYW will be placed on the APSSP

salary grid 80 according to their qualifications and experience. The CYW will receive written notice of layoff with the temporary recall notice.

4. CYWs who are permanently employed by the Board in another capacity and are temporarily recalled to an assignment of two (2) months or more shall be granted a leave of absence for the duration of the temporary assignment.
5. CYWs will be recalled to permanent assignments in reverse order of layoff including those CYWs on temporary assignments or employed in another capacity with the Board. The Board may hire a temporary CYW only if all CYWs on the recall list have declined the offer of the temporary assignment.
6. Extend recall from 30 to 36 months.

LETTER OF UNDERSTANDING #5

Re: Election Re Recall Rights

The parties agree to discuss Election Re Recall Rights under S 67 of the Employment Standards Act at the time notice of impending layoff is given by the Employer.

LETTER OF UNDERSTANDING #6

Re: Staffing Placement Process

The parties agree to meet in order to discuss, through Joint Consultation, the staffing placement process for APSSP Employees. Any recommendations that may result will be forwarded to the Superintendent of Special Education and Support Services and the Chiefs of Service for consideration.

LETTER OF UNDERSTANDING #7

Re: Electronic Communication

The parties acknowledge that the Board communicates important information regarding its practices via electronic mail and, as such, it is important that employees access their Board e-mail on a regular basis.

LETTER OF UNDERSTANDING #8

Re: Return to Work Meetings

At any meeting to discuss an employee's return to work arrangements, the employee shall be entitled to Association representation and the Board will advise the employee of this entitlement. At the option of the employee, the Association representative shall be present at the meeting.

LETTER OF UNDERSTANDING #9

Re: Notification of Changes of Supervisory Officers

The Board will advise the Association in writing, of any changes to the portfolio/title of the Supervisory Officers, who have been designated by the Director. It is understood that such responsibilities and designations can be reassigned by the Board at any time without notice.

LETTER OF UNDERSTANDING #10

Re: Retirement/Resignation

The Board and the Association recognize the importance of providing early notice of resignation or retirement in order to ensure continuity of service to students and schools. Therefore, on an annual basis, the Board and the Association will meet in a Joint Consultation Committee meeting to develop written information regarding the importance of early notice.

LETTER OF UNDERSTANDING #11

Re: Impact of Legislation

The parties agree to discuss the impact of Bills 52 and 212, and any other legislation that impacts on APSSP employees, through the Joint Consultation Committee.

LETTER OF UNDERSTANDING #17

Re: School Learning Environment

The Board recognizes that APSSP members are partners in education who share responsibility for providing a safe, caring, inclusive and healthy Catholic school learning environment and who work collaboratively with all members in each school community towards this goal.

LETTER OF UNDERSTANDING #18

Re: Partnerships

The Board and the Association agree to meet through Joint Consultation to review the Provincial Protocol Template and/or Guiding Principles to be established by the Ministry, for partnership with external agencies in the areas of regulated health professionals, social service professionals, and paraprofessionals for the delivery of services and/or programs to students with special needs and/or at risk students, in order to make recommendations to the Board, for consideration in the revisions of the Board's local procedures.

Further, the parties agree that partnership agreements related to social services and/or health care, will be a standing item on the Joint Consultation Committee meeting agenda, in order that regular discussion occurs regarding any such partnership agreements that the Board may be considering.

LETTER OF UNDERSTANDING #21

Re: Work Space and Space Needs in Schools

The Board will advise Principals to make reasonable efforts to provide suitable space for counselling, testing, meetings and other student programs and service needs as provided by members of this bargaining unit. Principals will be informed of the above noted requirements process on an annual basis in September of each year through the Employee Relations Annual Reminders.

LETTER OF UNDERSTANDING #22

Re: Mental Health Directives

Should the Ministry of Education announce or implement any new Mental Health directives, the parties agree to meet and discuss potential impact, if any, on the Board and the Association. The parties agree that, where possible, these matters will be brought forward through the Joint Consultation Committee.

LETTER OF UNDERSTANDING #23

Should the Board determine that a new attendance management program is necessary, it is agreed that APSSP will be invited to participate in the development of the program.

LETTER OF UNDERSTANDING #24

Benefits provided to APSSP will remain status quo and maintained for the life of this agreement or until the benefits are transferred to a Provincial Benefits Trust, whichever is earlier.

LETTER OF UNDERSTANDING #25

Re: Child and Youth Worker Task Force

The parties agree to establish a task force to meet prior to May 31, 2016 to review and make recommendations regarding the Child and Youth Worker facilitated transfer, posting, placement process, related practices and interests. The task force may include up to four (4) members each from the Union and the Board. Recommendations to be shared at the June 21, 2016 Joint Consultation meeting and to be forwarded to the Superintendent of Special Education and Support Services for consideration.

LETTER OF INTENT #1

The parties agree to provide feedback and input on the performance evaluation system for APSSP employees, through the Joint Consultation Committee.

LETTER OF INTENT #2

Re: Article 21

The Board will acknowledge the Codes of Ethics of professions which become registered under provincial statute.

LETTER OF INTENT #4

The parties agree to discuss the current classification system for APSSP employees, through the Joint Consultation Committee.

LETTER OF INTENT #5

The parties agree to discuss the issue of options that may be employed in the event of future lay-offs within the bargaining unit.

LETTER OF INTENT #8

Re: Families of Schools Reorganization

In the event of any Families of Schools reorganization, the parties agree to establish a Joint Committee to review the impact of any such reorganization on any APSSP member. Recommendations from the Committee are to be referred to Instructional Council through the Superintendent of Special Education and Support Services.



Health Promotion and Wellness Department

Located at: St. Joseph Elementary School, Streetsville North Entrance on Mill Street
249 Church Street, Mississauga, ON L5M 1N1 905-890-0708 ext. 24213 fax: 905-507-223

FUNCTIONAL ABILITY FORM
for planning early and safe return to work

Revised: January 2016

This form shall be provided by the medical practitioner to the employee who will then deliver it to the Health Promotion and Wellness Department.

Medical Certificate

Part 1 – Employee - please complete following:

_____ (Employee Name)

_____ ID #

The information supplied will be used in a confidential manner and may assist in creating a return to work plan.

I hereby consent to the completion of this form by:

_____ (Treating Medical Practitioner's Name)

_____ (Signature of Employee)

_____ (Date)

Absent from Work	
<input type="checkbox"/>	_____
	first day of absence - dd/mm/yy
<input type="checkbox"/>	Not absent from work, but requires accommodations

Part 2 – Medical Practitioner – please complete the following

1. Nature of Illness (do not provide diagnosis):

* "Nature of the illness"(or injury) suggests a general statement of a person's illness or injury in plain language without any technical medical details, including diagnosis or symptoms. Although revealing the nature of an illness may suggest the diagnosis, it will not necessarily do so. "Nature of illness" and "diagnosis" are not congruent terms. For example, a statement that a person has a cardiac or abdominal condition or that s/he has undergone surgery in that respect reveals the essence of the situation without revealing a diagnosis.

2. Is this condition the result of: (check one)

- Non-occupational illness/injury Occupational illness/injury

3. Is he/she receiving treatment: Yes No

4. Has or will a referral to a specialist been made? Yes No

If yes, date of referral: _____
(dd/mm/yyyy)

5. Have you discussed return to work with your patient? Yes Not at this time

6. Is the patient able to return to work: with accommodation without accommodation

Expected date of return: _____
(dd/mm/yyyy)

unable to return to work at this time

7. Date of next assessment: _____
(dd/mm/yyyy)

Health Care Practitioner Signature:	Date Completed: _____ dd/mm/yyyy
Health Care Practitioner Name and Address:	

Part 3 and/or 4 need only be completed for a return to work that requires an accommodation.



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Part 3 – Medical Practitioner – please complete the following:

COGNITIVE LIMITATIONS AND/OR RESTRICTIONS N/A

Please describe **cognitive** limitations and/or restrictions. Physical limitations and/or restrictions, if any, can be detailed in Part 4. These cognitive restrictions will be assessed when determining modified work either in the employee's own position or another suitable position.

Date of Assessment: _____
(dd/mm/yyyy)

Level of Functioning (Please circle which level applies for each task)	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Supervision Required	needs constant supervision	needs frequent supervision	needs limited supervision	requires no supervision
Supervision of Others	not able to supervise others	can meet demands of or for occasional supervision	can meet demands of or for regular supervision	can meet demands of full supervision
Tolerance to Deadlines	cannot deal with deadline pressures	occasionally deal with deadlines	can deal with deadlines that are reoccurring	can deal with strict deadlines
Attention to Detail (indicate maximum time the Individual can concentrate)	concentration on detail is severely limited	concentrate on detail is limited	can concentrate on details, needs occasional breaks of non detailed work	able to concentrate intensely on detailed work
Performance of Multiple Tasks	can deal with one task at a time	can handle more than 1 task but requires cues as to when to do task	can handle multiple tasks requires some time management assistance	fully able to handle multiple tasks without difficulty
Tolerance to External Stimulus	needs quiet, non distracting work environment	can cope with small degree of distraction	can cope with distracting stimuli for portion of day	fully able to cope with multiple stimuli without negative effect
Ability to Work with Others Cooperatively	tolerates working alone	can tolerate others within vicinity, but needs to perform independent tasks	can work with others cooperatively when required	fully able to work in close cooperation with others
Confrontational Situations	unable to cope with confrontational situations	can cope with exposure to confrontational situations with back-up available	moderate ability to cope with confrontational situations	able to deal with confrontational situations with tact and control
Responsibility and Accountability	errors in judgment or attention likely to occur	can exercise a moderate level of responsibility with occasional need for support	can accept responsibility including the responsibility for the safety of others	can accept a high level of responsibility including sensitive situations

Prognosis (based on objective assessments)

From the date of this assessment, the above will apply for approximately:

- 1-2 weeks
 3-5 weeks
 6-8 weeks
 2-3 months
 4-6 months
 6+ months
 Unknown

Recommendations for work hours and start date:

- Regular full time hours
 Modified hours
 Graduated hours

Start Date:

(dd/mm/yyyy)



Health Promotion and Wellness Department

Located at: St. Joseph Elementary School, Streetsville North Entrance on Mill Street
249 Church Street, Mississauga, ON L5M 1N1 905-890-0708 ext. 24213 fax: 905-507-223

Part 4 - Medical Practitioner – please complete the following:

PHYSICAL LIMITATIONS AND/OR RESTRICTIONS <input type="checkbox"/> N/A											
Please describe physical limitations and/or restrictions only. Cognitive limitations and/or restrictions, if any, can be detailed in Part 3. These physical restrictions will be assessed when determining modified work either in the employee's own position or another suitable position.											
Date of Assessment: _____ (dd/mm/yyyy)											
Walking: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify) _____	Standing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify) _____	Sitting: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify) _____	Lifting from floor to waist: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify) _____								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify) _____	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 5 - 10 steps <input type="checkbox"/> Other (please specify) _____										
<input type="checkbox"/> Bending/twisting repetitive movement of <input type="checkbox"/> (please specify): _____	<input type="checkbox"/> Work at or above shoulder activity: _____	Limited pushing / pulling with: Left Arm <input type="checkbox"/> Right Arm <input type="checkbox"/> Other (please specify) <input type="checkbox"/> _____	<input type="checkbox"/> Limited use of hand(s): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Left</td> <td style="width: 50%; text-align: right;">Right</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> </table>	Left	Right	<input type="checkbox"/> Gripping	<input type="checkbox"/>	<input type="checkbox"/> Pinching	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
Left	Right										
<input type="checkbox"/> Gripping	<input type="checkbox"/>										
<input type="checkbox"/> Pinching	<input type="checkbox"/>										
<input type="checkbox"/> Other	<input type="checkbox"/>										
<input type="checkbox"/> Operating motorized Equipment	<input type="checkbox"/> Environmental Exposure to: (heat, cold, noise)	<input type="checkbox"/> Chemical exposure to: _____	<input type="checkbox"/> Exposure to Vibration: Whole body Hand/arm								
Other (Please describe) _____											
Prognosis - From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 1-2 weeks <input type="checkbox"/> 3-5 weeks <input type="checkbox"/> 6-8 weeks <input type="checkbox"/> 2-3 months <input type="checkbox"/> 4-6 months <input type="checkbox"/> 6+ months <input type="checkbox"/> Unknown											
Recommendations for work hours and start date: <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			Start Date: _____ (dd/mm/yyyy)								
Next appointment date to review Limitations and/or Restrictions: _____ (dd/mm/yyyy)											

Please provide any additional information/comments/findings/limitations (ex. Physical, Cognitive) which you feel would assist our employee in a safe and timely return to work.
