



COLLECTIVE AGREEMENT

between

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD

and

**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
ON BEHALF OF ITS HALTON CATHOLIC DISTRICT SCHOOL BOARD CHAPTER**

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

**This Collective Agreement shall consist of two parts.
Part "A" consist of provisions respecting Central Issues.
Part "B" consists of provisions respecting Local Issues, and certain Central
Issues.**

Part A: Central Terms

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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.

Part B: Local Terms

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PREAMBLE

WHEREAS, it is the common goal of the Halton Catholic District School Board and its APSSP employees to facilitate the optimum development of each child in accordance with each individual's potential and the requirements of society, both religious and secular, and

WHEREAS, the Halton Catholic District School Board and its APSSP employees as representatives of the parents, are entrusted with developing a school system of spiritual and academic growth and committed to a philosophy of Catholic education whose values are communicated by word and action, and

WHEREAS, it is essential that the Halton Catholic District School Board and its APSSP employees maintain the harmonious relationship that exists between them; and

WHEREAS, it is the desire of the Halton Catholic District School Board, its APSSP employees and their agencies, associate bodies of representatives to agree upon any interpretation of this Collective Agreement.

IT IS the intent of the Halton Catholic District School Board and its A.P.S.S.P. employees to set forth in this Agreement the salaries, allowances, benefits and those Articles of Agreement which specify this contractual relationship.

The Halton Catholic District School Board and the APSSP Bargaining Unit are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

ARTICLE I - PURPOSE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Board and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employee(s) who are subject to its provisions.

ARTICLE II - RECOGNITION

- 2.01 In accordance with the Certificate issued by the Ontario Labour Relations' Board on the 23rd day of July, 2001 and on the 20th day of April, 2018 and as amended by agreement of the parties, the Board recognizes the Association as the sole collective bargaining agent for all employees of the Halton Catholic District School Board engaged as Speech and Language Pathologists, Attendance Counsellors, Child and Youth Counsellors, Social Workers, Psycho-Educational Consultants, Psychological Associates and Psychologists, Communicative Disorders Assistants, Behaviour Analysts and Librarians in the Regional Municipality of Halton, save and except those employees covered by another existing collective agreement with this Board.

- 2.02 (a) The Board shall not assign a person employed under a teacher's contract to perform the job functions carried out by employee(s) of the bargaining unit.
- (b) The Board shall notify the Association when it intends to contract out services.

- 2.03 The Association and the Board agree that nothing in this Agreement limits the Board from receiving psychological or psychiatric services through entering into contracts with consulting service providers or agencies.

2.04 **JOB DESCRIPTIONS**

The parties agree that job descriptions will be developed jointly through the on-going Pay Equity Committee work and that future revisions of job descriptions will be in accordance with the Pay Equity Act.

- 2.05 (a) Except in cases of emergency or unforeseen changes the Board agrees to verbally communicate, wherever possible, with an employee prior to any decision being made regarding a change in his or her assignment. All changes in assignments for September of each year shall be confirmed in writing to each affected member of the bargaining unit by June 8th of each year.
- (b) By February 15th of each year, employees may submit a request in writing to the Executive Officer of Human Resources Services or reporting Manager to transfer to a different

assignment, in the coming school year. Such request shall indicate the employee's preference in placement. The Board will acknowledge and consider the employee's request and shall notify the employee in writing as per Article 2.05(a) regarding the granting or denial of such request.

- 2.06 In the event that the Board creates a classification that appropriately falls within this bargaining unit, the Board agrees to discuss any appropriate amendments to the Collective Agreement with the Chapter Executive two (2) months in advance.

ARTICLE III - DISCRIMINATION

- 3.01 There shall be no discrimination by the Board or the Association against any employee in accordance with the Human Rights Code as amended from time to time.
- 3.02 The Board and the Association each agree that there will be no intimidation or discrimination against or coercion, restraint or influence on account of membership in the Association or by reason of any association activity.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 Save and except to the extent specifically modified or curtailed by any provisions of this Agreement, the right to manage and conduct a business of the Board is vested exclusively with the Board and its administration.
- 4.02 Where a conflict appears between a provision of this Agreement and a provision of an Act or Regulations, the provision of the Act or Regulations prevails.
- 4.03 A temporary or probationary employee shall not use the Grievance Procedure to appeal a decision of the Board not to hire such member on a permanent basis.

ARTICLE V - STRIKES AND LOCKOUTS

- 5.01 There shall be no Strikes or Lockouts during the term of this Agreement. The terms "STRIKE" and "LOCKOUT" shall be interpreted in accordance with the definitions set out in the Ontario Labour Relations Act, 1995, as amended from time to time.

ARTICLE VI - ASSOCIATION REPRESENTATION

- 6.01 For the purposes of negotiations between the parties, the Board shall recognize a Negotiating Committee of five (5) employees plus one (1) alternate to represent the Association and there shall be no loss of pay for any employees in carrying out this

provision. The Union agrees to only appoint one (1) employee per discipline in order to lessen the impact on Board services.

- 6.02 The Negotiating Committee shall be entitled to have outside representation at all meetings between the Association and Board.
- 6.03 The Board may, subject to the Board's usual requirements and policies, allow the Association to use its premises and facilities for the purpose of membership and executive meetings.

JOINT LABOUR MANAGEMENT COMMITTEE

- 6.04 The parties agree to meet at least every two (2) months during the school year, or at the request of either party to discuss matters of mutual interest. Minutes of such meetings will be taken and distributed to each member and approved at the following meeting. Up to three (3) representatives of the association may attend, with no loss of pay.
- 6.05 The Board will post a copy of this collective agreement on the Board's intranet within thirty (30) calendar days of the final proofing following ratification by the parties. The Board will forward 20 copies to the Local President for Union purposes.

ARTICLE VII - COMMUNICATIONS

- 7.01 All official communications between the parties arising out of this agreement or incidental thereto, shall pass between the Executive Officer, Human Resources Services and the President of the Association, except as provided for in the grievance and arbitration procedure.
- 7.02 The Association shall provide the Board with the names of each executive and committee member by October 31st of each year, and as changes occur.
- 7.03 Existing bulletin board space may be used for the posting of Association notices.
- 7.04 The Board shall supply to the President of the Association, in writing, the names and addresses of all newly hired bargaining unit employee(s) within ten (10) working days of the date of hire, and agrees to inform the Association in writing, within ten (10) working days of the names of any bargaining unit employee(s) who are laid off, granted a leave in excess of thirty (30) calendar days, or have resigned.
- 7.05 New employee(s) shall receive, in writing, confirmation of their appointment detailing salaries and benefits, and a list of the current executive of the Chapter of A.P.S.S.P. The Board will inform all new employees that access to the collective agreement can be found on the Board's intranet.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.01 (i) At all formal stages of the Grievance Procedure, all grievances must be:

1. in writing
2. specify the clause(s) allegedly violated,
3. include a precise statement of all facts relied upon,
4. indicate the grievor or that it is a policy grievance or if a group grievance, indicate each grievor, and
5. indicate the redress being sought.
6. be signed by the grievor, and, in the case of a policy grievance, be signed by a member of the Association Executive.

The grievance is to be sent by facsimile or email, with a hard copy sent by mail to the appropriate recipient of each stage or step of the grievance procedure. The Board acknowledges the right of the Association to appoint an Association Grievance Committee consisting of two bargaining unit employees.

(ii) It is the mutual desire of the Association and the Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure as hereinafter set forth shall serve as and constitute the sole and exclusive means to be utilized by the grievor for the prompt disposition, decision, and final settlement of the grievance.

8.02 A grievance under this Agreement shall be defined as a difference or dispute between the parties relating to the interpretation, application, administration or alleged violation of this Agreement.

8.03 At all informal stages an employee of the bargaining unit may be accompanied by an Association representative and at all formal steps, an employee shall be accompanied by an Association representative. The Board shall notify the member in advance of any discussion regarding their grievance of their right to representation.

8.04 (a) Time limits specified in the Grievance Procedure are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.

(b) Committee employee(s) shall be allowed to leave their work for the purpose of the handling of grievances, without loss of pay.

(c) The Board shall supply the necessary facilities for grievance meetings.

8.05 Complaints and grievances shall be settled in the following manner and sequence.

INFORMAL STAGE

- (a) A bargaining unit member with a complaint or grievance is advised that the member should first discuss the matter with the Superintendent of Special Education Services or designate in an endeavour to resolve the complaint or grievance in an informal manner before a written grievance is submitted. Librarians should first discuss the matter with the Superintendent of Curriculum Services, or designate.
- (b) The Superintendent of Special Education Services, or Superintendent of Curriculum Services, or designate shall reply, verbally within three (3) working days after receipt of the complaint.

8.06 STEP ONE

- (a) Failing satisfaction at the informal stage above, the grievor may submit the grievance in writing to the Senior Manager, Human Resources Services within ten (10) working days of reply being received in 8.05(b).
- (b) The Senior Manager, Human Resources Services shall arrange a meeting with the Association grievance committee within five (5) working days of receipt of the grievance. The Senior Manager, Human Resources Services shall reply in writing to the Association grievance committee within five (5) working days of the meeting.

8.07 STEP TWO

- (a) Failing satisfaction at Step One above, the grievor may refer the grievance in writing to the Executive Officer, Human Resources Services within five (5) working days of reply being received at Step One.
- (b) The Executive Officer, Human Resources shall meet with the Association grievance committee within five (5) working days of receipt of the grievance. The Executive Officer, Human Resources shall reply in writing to the Association grievance committee within five (5) working days of the meeting. Failing satisfaction, the Association may proceed to Arbitration as per Article 9 herein.

8.08 At any stage of the grievance or arbitration procedures provided for herein, the parties may have the assistance of the bargaining unit member concerned and any other witnesses which they consider necessary. The Association agrees to assume responsibility for salary costs incurred for its witnesses while in attendance at the grievance or arbitration proceedings.

8.09 (i) POLICY GRIEVANCES

Policy grievances arising directly between the Board and Association, instead of following the procedure set out above in this article, may be submitted in writing by e-mail or personal delivery within thirty (30) working days after the party becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint. The parties agree to meet without delay in an attempt to settle the grievance. In the event that the parties are unable to settle such grievance within fifteen (15) working days after submission as required above, then the party to whom the grievance was delivered shall reply in writing, by registered mail or personal delivery, to such grievance within a further five (5) working days. Failing satisfactory resolution of the policy grievance at this point, the initiating party may refer the matter to Arbitration in accordance with the procedures contained in this agreement.

8.09 (ii) GROUP GRIEVANCES

In the event that more than one (1) member has the identical grievance, a group grievance, which has been signed by each grievor, may be submitted at Step One of the grievance procedure.

- 8.10 A grievance which has exhausted the procedure set out in this Article without being resolved, may be referred to an arbitrator or a Board of Arbitration under the procedures of Article IX of this Agreement.
- 8.11 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the school year but excluding holidays as defined in this Agreement. For Behaviour Analysts, "working days" shall be defined as Monday to Friday throughout the school year plus ten (10) additional working days as determined by the Superintendent of Special Education or designate but excluding holidays as defined in this agreement.
- 8.12 In the event of a grievance, instituted by the Board, such grievance shall be referred in writing to the secretary of the Halton Catholic District School Board Chapter of the Association, within ten (10) working days after the circumstances giving rise to the grievance have come to the attention of or should reasonably have come to the attention of the Board. Within ten (10) working days thereafter, the Grievance Committee of the Association shall meet with the Senior Manager, Human Resources Services to consider such a grievance.

If no resolution of the dispute is achieved at such meeting then within ten (10) working days thereafter the Executive Officer, Human Resources Services, or his/her designate shall meet with the Executive of the Halton Catholic District School Board Chapter of the Association to

consider such a grievance. If no resolution of the dispute is achieved at such a meeting, the Board will proceed with the grievance as provided for in Article IX.

8.13 Prior to arbitration, by mutual consent, the parties may refer the matter to mediation for an attempt at resolution. Any agreed resolution through mediation would be binding on the parties.

Each of the parties shall jointly share the fees and expenses of the mediator.

ARTICLE IX - ARBITRATION

- 9.01 When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been contravened, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The parties may mutually agree to submit the grievance to a single arbitrator acceptable to both parties.
- 9.02 The recipient of the notice shall within five (5) working days inform the other party of the name of its appointee to the arbitration board.
- 9.03 Where two appointees are so selected they shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the chairperson.
- 9.04 If the recipient of the notice fails to appoint an appointee, or if the two appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Ministry of Labour, Province of Ontario.
- 9.05 Should the parties agree to submit the grievance to a single arbitrator, they shall attempt to reach agreement on the name of a potential arbitrator within a further period of fifteen (15) working days. In the event that they are unable to reach agreement within such period, or any other time period which may be agreed upon by the parties, Section 48(4) of the Ontario Labour Relations Act shall apply.
- 9.06 A single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties.
- 9.07 Any notice required under this Article shall be sent by facsimile or e-mail, with a hard copy sent by mail.

- 9.08 The decision of a majority is the decision of the arbitration board but, if there is no majority, the decision of the chairperson governs.
- 9.09 The arbitrator or arbitration board, as the case may be, shall not by decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- 9.10 The initial notice requesting submission of the grievance to an arbitrator or arbitration board shall be delivered not later than thirty (30) working days after the time limit for exhaustion of the applicable procedure contained in Article IX of this Agreement.
- 9.11 Each party may be represented at the arbitration by representatives of its choice.
- 9.12 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 Chairperson.
- 9.13 Time limits specified in this Article are mandatory and not simply directory, and may only be amended by written, mutual agreement of both parties.
- 9.14 The term "working days" when used in this Article shall mean Monday to Friday inclusive throughout the school year but excluding holidays as defined in this Agreement. For Behaviour Analysts, "working days" shall be defined as Monday to Friday throughout the school year plus ten (10) additional working days as determined by the Superintendent of Special Education, or designate but excluding holidays as defined in this Agreement.

ARTICLE X - DISCHARGE AND DISCIPLINE

- 10.01 No bargaining unit member shall be disciplined or discharged without just cause.
- 10.02 There shall be a representative of the Association at any meeting where the member is disciplined or discharged unless the bargaining unit member declines such representation. The bargaining unit member shall be informed by the Board in advance of the meeting of its purpose, and of his/her rights to representation. The A.P.S.S.P. Chapter President shall be notified at the same time as the member.
- 10.03 A bargaining unit member discharged, suspended, or disciplined shall be advised in writing of the reason for such action within five (5) working days of the imposition of discipline, and the President of the Association shall be given a copy within twenty-four (24) hours.
- 10.04 A claim by a bargaining unit member that she/he has been wrongfully discharged or disciplined may be settled under the grievance procedure (ARTICLE VIII), including Arbitration (ARTICLE IX). Discharge grievances shall commence at STEP TWO. Any other discipline grievances shall commence at STEP ONE.

- 10.05 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated by the Board with full compensation for the time lost. It is understood that this clause does not limit the full powers of an arbitration board as provided for in the Labour Relations Act.

ARTICLE XI - SENIORITY

- 11.01 (a) For fulltime employees, seniority is defined as length of continuous employment with the Board in this bargaining unit, subject to adjustments wherever this Agreement so requires.
- Full time Behaviour Analysts' seniority shall be equal to the number of years of service with the Board since the date of hire as a full time employee.
- (b) As of September 1, 1997, part time employees shall accrue seniority on a pro-rated basis based on the number of days actually worked for the Board out of the total of the working days in a school year.
- (c) A seniority list shall be developed by the Board and posted on the Board's intranet by January 31 of each year. The list shall indicate each member's date of hire, category and salary level and years of experience.
- (d) Seniority will accumulate and be calculated as per Article 15.14.
- 11.02 No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, that employee shall retain seniority accumulated up to the date of the leave, but will not accumulate any further seniority.

The Board and the Union will agree to return an employee to the same position without loss of seniority where an employee fills a temporary position outside of the bargaining unit (i.e. pregnancy leave)

PROBATION

- 11.03 An employee will be considered on probation for the first ten (10) months of employment, excluding July and August. It is further understood that the employer may, after notifying the bargaining unit employee and the Association in writing extend the probationary period for a further two (2) months. The notice shall include the reasons for the extension and the expectations of the Board regarding the probationary member's performance."

LAYOFF

- 11.04 In the event of a layoff, the Board agrees that employee(s) shall be laid off in reverse order of their seniority, except that an employee may be retained out of line of seniority where there is no other member available who has the necessary skills and qualifications to perform the work of the junior member.
- 11.05 In the event that the Board plans a re-organization which may result in the lay-off or redundancy of bargaining unit employee(s), the Board agrees to meet with the Association as soon as possible prior to the implementation in order to discuss the proposed changes and methods of reducing the adverse effects on employee(s).
- 11.06 (a) The Board shall maintain a recall list of laid off employee(s). It is the responsibility of each member to keep the Board informed with respect to mailing address and telephone numbers.
- (b) Employees shall be recalled in reverse order of layoff, provided they have the necessary skills and qualifications to do the available work.
- (c) An employee who fails to accept recall or report for duties as directed, shall lose all recall rights unless the employee who is unable to report provides satisfactory medical or other evidence of injury, illness or other reasonable excuse to the Board.
- 11.07 All employee(s) who are laid off shall receive at least thirty (30) working days notice of layoff, or thirty (30) working days of pay in lieu of notice. A copy of any such layoff notice will be sent to the Chapter President at the same time as it is sent to the affected employee(s).

TEMPORARY EMPLOYEES

- 11.08 Any employee hired to replace an employee on leave of absence, or hired into a bargaining unit classification on the basis of a short-term contract (less than one school year) shall be covered by the terms of this agreement during the period of their employment with the exception of the right to arbitrate job posting grievances. Should the temporary employee be retained by the Board as a permanent employee in this bargaining unit, the employee shall be credited with all time worked in a temporary capacity for the purpose of seniority, probation, and placement on the salary scale.

ARTICLE XII - JOB POSTING

- 12.01 Where a vacancy occurs that is expected to be eight (8) weeks or longer, or where there is a newly created position appropriate to this agreement, the Association shall be notified and the position shall be posted for at least five (5) consecutive working days, or seven (7) calendar days during other designated holiday periods, on the intranet to permit employees to make application for the position. If the position is expected to be less than eight (8) weeks in duration and is filled on a temporary basis and then becomes permanent, it would have to be posted at that time. Where the Board decides not to fill a vacancy in the bargaining unit, the Board agrees to notify the Association in writing of this decision.
- 12.02 Where more than one employee from the bargaining unit applies for a job, the Board shall consider the following factors:
- (a) qualifications and skills
 - (b) seniority
- Where qualifications and skills are relatively equal, the Board shall select the senior applicant. Where there are no qualified applicants, the Board shall fill the vacancy with an applicant from outside the bargaining unit.
- 12.03 Unsuccessful internal applicants shall be notified in writing within ten (10) working days of the closing date of the posting unless this time period extends into summer break, in which case notification shall be within fourteen (14) calendar days.

ARTICLE XIII - ASSOCIATION SECURITY

- 13.01 On the first pay of each month the Board shall deduct from each employee, and in the case of new employees, after thirty (30) days from date of hire, an amount equal to regular monthly Association dues. All monies so deducted shall be remitted to the Treasurer of the Provincial Association not later than the 15th day of the month in which such deductions are made, together with a list of the names of all employees from whose pay dues were so deducted. The Board will have no responsibility to collect past due Association dues.
- 13.02 The Board shall show the total amount of association dues paid by each member on the member's T-4 slip.
- 13.03 Such total in 13.02 shall not apply to any levies, special assessments or initiation fees which shall not be collected by the Board.
- 13.04 In order that the Board may have definite instructions as to what amount is to be deducted for the above purpose, it is agreed that the Association shall promptly notify the Board in writing over the signature of the Secretary of the Association of the amount of the

deductions to be made by the Board, and the Board shall continue to rely upon such written notification until it receives other official written notification.

- 13.05 The Association agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such check-off deductions, except for any claims or liability arising out of an error committed by the Board that shall be limited to the amount of the unremitted dues.

ARTICLE XIV - BENEFITS

In accordance with the Memorandum of Settlement between the CTA-CAE and EWAO-ATEO, and agreed to by the Crown, dated December 9, 2019 please see Section C5.00 Benefits in the Central Terms.

- 14.01 The Board shall continue to administer the Long Term Disability Insurance Plan, at no cost to the Board for the life of this agreement.
- 14.02 The leave period for a Long Term Disability is not recognized as experience for salary purposes. Long Term Disability leave is not recognized for seniority purposes.
- 14.03 Association employee(s) shall participate in the Ontario Municipal Employees Retirement System Pension Plan in the same manner as for all non-academic employees of this School Board.

14.04 *Workers' Safety Insurance Board*

In accordance with the Memorandum of Settlement between the CTA-CAE and EWAO-ATEO, and agreed to by the Crown, dated December 9, 2019 (please see Letter of Agreement #1 Re: Status Quo Central Items), WSIB top up benefits shall continue to be provided to APSSP members.

Sick Leave Plan

In accordance with the Memorandum of Settlement between the CTA-CAE and EWAO-ATEO, and agreed to by the Crown, dated December 9, 2019, please see Section C6.00 – Sick Leave in the Central Terms.

- 14.05 All absences must be reported to the automated absence reporting system, and to the employee's supervisor. Under extenuating circumstances, the Executive Officer, Human Resources Services, may require an employee to submit a certificate from a qualified medical practitioner due to illness.

ARTICLE XV – LEAVES OF ABSENCE

Pregnancy/Parental Leaves

15.01 Pregnancy and parental leave shall be provided in accordance with the Employment Standards Act as amended from time to time, plus any superior provisions established herein. Such leave shall be without loss of seniority or benefits as defined by the Act.

If an employee takes only the statutory leave, they shall be placed in the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

For clarity, an employee who was most recently assigned to a specific school will be returned to that school, where the assignment still exists. An employee who was most recently itinerant, will be returned to an itinerant position, where the assignment still exists.

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 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks 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

- 15.02 Any leave beyond that provided by the Employment Standards Act must be requested in writing to the Executive Officer, Human Resources Services by November 1 or May 1. Any request for extension must be approved by the Executive Officer, Human Resources Services. No extension beyond an additional 12 month leave shall be granted. All extended leaves granted must end on the subsequent January or September, respectively.
- 15.03 Adoptive parents are eligible for leave in accordance with the Employment Standards Act. The Board recognizes the need to be flexible in granting leave for adoptive parents. The period of leave may be negotiated between the employee and the Executive Officer, Human Resources Services.
- 15.04 A paternity leave of two (2) days with pay and without deduction from sick leave credits shall be granted to an employee at or about the time of the birth of his child. An adoption leave of two (2) days leave with pay and without deduction from sick leave credits shall be granted to an employee at or about the time of the adoption of the employee's child.

15.05 Court/Jury Duty

The Board shall grant a leave of absence without loss of pay where an employee is summoned for jury duty or as a witness in court, provided he/she is neither the plaintiff nor the defendant in the action. The employee shall remit to the Board all monies received as witness/jury fees less itemized expenses.

15.06 Leaves of Absence

- (a) An employee may be granted a leave of absence for reasons of education, health, or a personal reason that the Board deems acceptable. The period of absence, if granted, will be determined by the Executive Officer, Human Resources Services in view of the nature of the request.
- (b) Personal leave taking may be granted with or without salary deduction upon application to the Executive Officer, Human Resources Services.

15.07 Bereavement Leave

- (a) An employee, who is required to be absent because of the death of a member of the employee's "immediate family"*, will be granted up to four (4) consecutive working days without loss of pay or deduction from sick leave credit. For extenuating circumstances, application for extension of leave with or without pay is to be made to the Executive Officer, Human Resources Services.
- (b) *Definition of "immediate family": mother, father, legal guardian, brother, sister, spouse, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, ward, in "loco parentis", aunt, uncle, niece, nephew, grandparent, grandchild.

15.08 Education Leave

- (a) The Board may grant a leave of absence without pay for a period not to exceed two (2) years for educational purposes after five (5) years of continuous employment with the Board. Such leaves should be requested in writing to the Executive Officer, Human Resources Services or designate.
- (b) An employee who is applying for an additional leave of absence under this Article must have completed an additional five (5) years of service subsequent to the member's last leave of absence for educational purposes.
- (c) When a term examination is held during a work day, a half day leave without loss of pay shall be granted. Such leave shall not exceed the equivalent of two (2) days in one year.

15.09 Association Leave

Association leaves of absence without pay may be granted upon written request to the Executive Officer, Human Resources Services for Association business purposes.

15.10 Compassionate Leave

An employee may be granted up to two (2) days per year compassionate leave with pay and without loss of seniority if the request shows good and sufficient reason. Such request must be in writing to the Executive Officer, Human Resources Services or designate, show the reason, commencement date and length of proposed absence.

A leave of this nature will usually cover extraordinary circumstances, which, therefore, merit individual attention and is subject to the approval of the Executive Officer, Human Resources Services, or designate.

15.11 Emergency Leave

Any employee may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the *Employment Standards Act*. Written application to the Executive Officer, Human Resources Services, or designate, shall be made in advance whenever possible.

15.12 Seniority During Leave

- (a) During any leave of absence with salary and for up to thirty (30) calendar days in the case of unpaid leave, the employee will continue to accumulate seniority. At the end of any leave, the employee will be eligible to return to his/her former or equivalent position.
- (b) An employee granted leave under this Article must notify the Board in writing by November 1st, or March 1st, of intent to return to work on the subsequent January 1st or September 1st, whichever is applicable in any school year. Failure to do so will render the employee ineligible for a position for the subsequent school year. A letter from the Board confirming this status of ineligibility will be forwarded to the member by December 1st or April 1st, whichever is applicable.

ARTICLE XVI – PROFESSIONAL DEVELOPMENT

- 16.01 The Board and the Association share a desire to improve professional standards by giving employees the opportunity to participate in relevant seminars, workshops, short courses, or similar programs to keep up-to-date with knowledge in their respective fields. Such programs are to be arranged in consultation with and with approval of the Superintendent, Special Education or designate.
- 16.02 In order to attend approved conferences related to a field of specialization, time required, if granted, will be without loss of pay, together with all reasonable expenses as are approved by the Board.
- 16.03 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 a field of employment and subject to written request and approval of the Director shall be granted leave with pay for the purpose.

- 16.04 An employee who attends a conference, workshop/seminars shall suffer no loss in continuity of applicable fringe benefits or seniority.

ARTICLE XVII – AUTOMOBILE USAGE ALLOWANCE

- 17.01 Mileage will be paid for the employees who travel from school to school according to the terms of the Board Policy Number 1-34(A). The amount paid shall be per kilometre as per the Board rate.
- 17.02 The Board shall provide an annual kilometre allowance to staff travelling on authorized Board business as approved by the Superintendent of Special Education Services in the following manner:

September 1, 2011 \$170.00

ARTICLE XVIII – PERSONAL/PERSONNEL FILES

- 18.01 Subject to a written request to the Executive Officer, Human Resources Services and at a mutually agreed time, and in the presence of a designated Board official, an employee may review the complete contents, or any part of the employee's personnel file. The employee may obtain a copy of any material therein.
- 18.02 An employee shall be given an opportunity to read any formal written report directly pertaining to such employee and shall sign the document in question to indicate that its contents have been read and understood. It is understood that such signature does not denote acceptance of the report and the employee may note on the report disagreement with its contents. The Board will provide copies of any written reports or documents within 48 hours. The Board shall not be responsible for the confidentiality of these copies when released to the employee.
- 18.03 Any letter of discipline, suspension or other sanction shall be removed from the Bargaining Unit member's file provided such letter is greater than 24 months old and provided the member has been discipline free for the last 24 months.

ARTICLE XIX – WORK YEAR AND RECOGNIZED HOLIDAYS

- 19.01 (a) The employment year shall be twelve (12) months (January 1st to December 31st). The work year, for all APSSP employee(s), shall be the school year as defined in the Ontario Regulations 304. The work year for Behaviour Analysts will be the school year plus ten (10) additional working days as determined by the Superintendent of Special Education or designate.

- (b) The basic work week shall be thirty-five (35) hours per week, Monday to Friday, inclusive (exclusive of lunch periods).
- (c) Each member shall be required to attend or to give case conference presentations beyond the workday as required by the Superintendent of Special Education Services.
- (d) In the event the Board requests an employee to provide additional professional services beyond the regular work week or days off as defined in Article 19.01, the Board and the employee shall meet to discuss the details of the work required. If the member is agreeable to performing this additional work, then the Board shall provide that member with additional compensation at their regular rate of pay for the period of time involved.

19.02 It is understood and agreed that the following holidays shall be granted without reduction in pay:

- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

19.03(a) Employees shall receive an annual salary which includes vacation pay. The salary of each employee will be paid on a bi-weekly basis every second Friday. Employees returning from leaves of absence or employees who commence employment after September 1st in a school year shall be paid on the pay pattern described above. Their salary will be pro-rated to the actual percentage of the time worked during the school year.

(b) The Board shall deduct the Association dues in ten (10) equal monthly payments commencing the month of September in each school year.

ARTICLE XX – SALARY SCHEDULE

20.01 The salary schedules are set out in Appendix F in accordance with the categories as defined below:

20.02 Definition of Categories:

Category IA

Child and Youth Counsellors

Category IB

Communicative Disorders Assistants

Category II Bachelor Degree

Psycho-Educational Consultant, Social Worker, Speech and Language Pathologist

Bachelor's Degree or equivalent certification in a relevant field of employment as determined by the Executive Officer, Human Resources Services.

Category III (Honours Bachelor Degree)

Psycho-Educational Consultant, Social Worker, Speech and Language Pathologist

Category IV – Librarian

Category V (Masters Degree)

Psycho-Educational Consultant, Psychological Associate, Psychologist, Social Worker, Speech and Language Pathologist

Master's Degree or equivalent certification in a relevant field of employment as determined by the Executive Officer, Human Resources Services.

Category VI

Behaviour Analysts

20.03 **Certification Requirement**

An employee under this agreement must submit to the Executive Officer, Human Resources Services certified evidence which entitles such member to the salary specified in the appropriate classification. An employee who has not submitted such certified evidence of qualification shall be placed in an appropriate salary classification as determined by the Executive Officer, Human Resources Services.

20.04 When an employee under this contract completes a change in qualifications which entitles such employee to a salary change, he/she shall receive the appropriate payment upon proof of change of qualifications retroactive to the date when the member completed the appropriate course requirements.

20.05 **Allowance for Prior Experience**

Employee(s) shall receive credit of one (1) increment level up to category maximum on the appropriate Salary Scale for each year of acceptable experience. An Acceptable year of professional experience shall be defined as one year of relevant pro-rated, full-time employment supported with signed documentation from the previous employer. Relevant employment is employment with a provincially registered professional agency or organization which provides educational and/or other professional services consistent with those services performed by employee(s) of APSSP.

20.06 Increments shall be paid on September 1st of each year to all eligible employees.

ARTICLE XXI – DURATION

In accordance with the Memorandum of Settlement between the CTA-CAE and EWAO-ATEO, and agreed to by the Crown, dated December 9, 2019 please see Section C3.5 – Notice to Bargain in the central terms.

21.01 This Agreement shall be in force for a term from September 1, 2019 to August 31, 2022.

ARTICLE XXII – RETROACTIVITY

22.01 Increases to the salary schedule and any other monetary improvements shall be retroactive and apply to all employees in the bargaining unit as of September 1st of the contract year. Any new employee(s) hired since that date shall be entitled to a pro-rated adjustment to their remuneration from the date of their employment. The Board shall be responsible to contact by registered mail at their last known addresses any employees who have since left

employment to advise them of their entitlement to any retroactive adjustment within fifteen (15) days of the ratification of this Agreement. Such employee(s) will have a period of sixty (60) days after the mailing of the notice in which to claim such adjustment. All retroactive pay shall be computed on the basis of hours paid to the member between January 1st of the contract year and the date of implementation.

ARTICLE XXIII – DEFINITIONS

23.01 “Board” means the Halton Catholic District School Board.

23.02 “Association” means the Association of Professional Student Services Personnel.

23.03 “Chapter” means the Halton Catholic District School Board Chapter of the Association.

23.04 “Immediate Supervisor”: For all employee(s) of the bargaining unit, as defined in clause 2.01, means the Principal of the school, or an appropriate Superintendent of Education, or the Superintendent of Special Education Services, Chief Social Worker, Chief Psychologist, Chief Mental Health Programming, Chief Speech Language Pathologist, or that person so designated by the Executive Officer, Human Resources Services.

ARTICLE XXIV - SEMINARS/WORKSHOPS

24.01 If the Board request an employee to attend a seminar, workshop, course or similar program, the Board will grant leave with pay and reimburse the employee for course fees, travel costs and expenses. Behaviour Analysts shall be paid regular wages only, with no additional compensation to be paid as a result of travel delays to attend a seminar, workshop, course, or similar program.

APPENDIX A: SALARY SCALE FOR CONTINUING EDUCATION

The hourly rate of pay shall be in accordance with the Collective Agreement between the Board and the Halton O.E.C.T.A. Secondary bargaining unit.

APPENDIX B: LETTER OF INTENT

The Board shall not normally assign employee(s) of the bargaining unit to cover teacher's duties in the classroom. In the event that an employee of the Bargaining Unit feels that unreasonable requests

for classroom coverage are being made, the Association will respond through use of the informal grievance procedure in an endeavour to resolve the difficulty.

APPENDIX C: LETTERS OF UNDERSTANDING

Layoffs

The Board undertakes to discuss with the Chapter Executive the effect of any long term or permanent reduction in the workforce, which results in a layoff at least thirty (30) working days prior to such layoff and to consider practical ways and means of minimizing the adverse effect, if any, upon the employees concerned. The foregoing shall not, however, prevent the employer from laying off any employee.

Return to Work

The Board and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured, or permanently disabled to enable their early and safe return to work.

If a meeting with an employee is required to establish or modify a return to work plan, the employee shall be entitled to have an association representative present, and the Board shall so advise the employee. The Association will ensure that a representative makes themselves available so as to ensure such meetings occur without delay.

The parties acknowledge that there is a shared duty and responsibility between the employee, the employer, and the association to cooperate and facilitate an effective return to work plan in a timely fashion

Professional Development and Training

The parties agree that the mechanism in place to ensure that the Bargaining Unit has opportunities to provide input on professional development and training is through the Joint Labour Management Committee.

Protocol Template and/or Guiding Principles for Partnerships with External Agencies

During the life of this Collective Agreement (September 1, 2014 to August 31, 2017), the Committee on Protocol PPM 149 shall continue to meet as per current practice.

Psychological Associates/Psychologist Allowance

The Board agrees to pay Psycho-Educational Consultants who hold a Psychological Associates or Psychologists designation an additional responsibility allowance as follows:

August 31, 2019	\$1,731.52
September 1, 2019	\$1,748.84
September 1, 2020	\$1,766.32
September 1, 2021	\$1,783.99

CYC Practice Lead Allowance

The Board agrees to pay the Clinical Practice Lead an additional responsibility allowance as follows:

August 31, 2019	\$1,731.52
September 1, 2019	\$1,748.84
September 1, 2020	\$1,766.32
September 1, 2021	\$1,783.99

This position requires the incumbent to work an additional ten (10) days during the summer months. The compensation for work during the summer is calculated based on the incumbent's daily rate.

Supervision

All adults employed to work at a school site have a responsibility for the safety of students.

The Board recognizes the importance of APSSP staff in promoting an environment of education and literacy for our students. Further, the parties recognize that the supervision of students is not the core function of APSSP employees. It is understood that the supervision provided by APSSP is intended to augment and enhance the general supervision of students.

Each full-time employee who is assigned supervision will be assigned up to 80 minutes of supervision per week and part time employees will have their supervision duties prorated. In cases of inclement weather, the Principal may increase the amount of supervision assigned in the best interests of student safety.

Emergency Situations

In emergency situations, when an employee works beyond their regular work day, as defined in Article 19.01, they can submit a request in writing for lieu time, within three (3) working days of the occurrence, to the Superintendent, Special Education. If approved, the time will be scheduled in consultation with the employee's Manager at an appropriate time within the current school year.

Letter of Understanding: Professional Fees

During the life of this current collective agreement only, the Board agrees to reimburse up to three hundred and sixty dollars (\$360) per school year to compensate for Ontario Regulatory College Professional Fees.

This Letter of Understanding expires on August 30, 2022, and will no longer have any force and effect.

Letter of Understanding: Style Guide Allowance

In recognition of the requirements of Librarians to update various Style Guides on a regular and annual basis as determined by the Manager - Library Services, Librarians shall receive an annual allowance of five hundred dollars (\$500.00).

APPENDIX D: DEFERRED SALARY LEAVE PLAN

Description

The Deferred Salary Leave Plan has been developed to afford employee(s) the opportunity of taking a one (1) year leave of absence, and through deferral of salary, finance the leave.

The period of leave shall be for one full school year; less than, or greater than such will not be considered.

The plan provides a flexible approach for determining the period of savings leading up to one (1) year leave, however, the period of savings (salary deferral) shall not be less than two (2) years or greater than six (6) years.

Eligibility

An employee with three (3) years seniority with the Halton Catholic District School Board shall be eligible to participate in the Plan.

Application and Approval

An employee must make written application to the Executive Officer, Human Resources Services on or before January 31, requesting permission to participate in the Plan.

Written acceptance, or denial, of the member's request, with explanation, will be forwarded to the member by May 1st in the school year the original request is made.

The number of leaves granted for any one year shall not exceed two percent (2%) of the number of employee(s) employed by the Board.

The number of leaves granted to take effect in any given year may be restricted by program requirements at the school or system level.

Approval of individual requests to participate in the Plan shall rest solely with the Board.

Payment Formula and Leave of Absence

The payment of salary, and Benefit Plan premiums; and the timing of the one year leave of absence shall be as follows:

- (a) In each year of the Plan, preceding the year of the leave, an employee shall be paid a reduced percentage of the member's proper grid salary and the applicable allowances.

The remaining percentage of annual salary shall be deferred and this accumulated amount plus any interest earned shall be retained in trust for the member by the Board to finance the year of leave.

- (b) The percentage of annual salary to be deferred in each of the "savings" years shall not be less than 15%, nor greater than 30%, nor shall this percentage vary more than plus or minus five percent (5%) from that percentage calculated by dividing 100% by the total number of years in the Plan.
- (c) The member shall accumulate credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the member's account shall be the current rate for the savings account used at the Board's official bank and compounded and credited monthly.
- (d) On September 1st and December 31st, or as soon thereafter as feasible, in each year a participating member is to receive from the Board a statement of principal and interest standing to the member's credit.
- (e) While an employee is enrolled in the Plan, and not on leave, any benefits related to salary level shall be structured according to the salary the member would have received had the employee not been enrolled in the Plan.
- (f) While on leave, any benefits tied to salary level shall be structured according to the salary the member would have received in the year prior to taking the leave had the member not been enrolled in the Plan.
- (g) In the absence of any mutual agreement between the Board and the member, the sum accumulated to the credit of the participating member, including interest thereon, will be paid out to the participant using the pay schedule agreed upon for employee(s) not on leave of absence. Payment will be forwarded to an address designated by the member. Additional interest accumulated during the year of leave will be paid in a lump sum at the end of the leave year.
- (h) An employee, during the period of deferral, shall have no access to the deferred monies so long as that member remains in the Leave Plan.

Terms of Reference for Leave

- (a) Sick leave/short term leave disability plan (SL/STLDP) shall not accumulate during the year spent on leave.

- (b) The year of leave taken under the Deferred Salary Leave Plan shall be treated as a year's experience for the purpose of seniority with the Board. The member shall not be credited with increment in respect of that year.
- (c) An employee shall not be granted leave under this plan who has not fulfilled all of the requirements of a previous Sabbatical or other leave plan as defined in the Collective Agreement.

Termination of Plan

- (a) An employee who is declared redundant, or whose contract with the Board is otherwise terminated, shall withdraw from the Plan.
- (b) In such cases, the member shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.

Statutory Deductions

- (a) Pension deductions are to be continued as provided by the current ruling of O.M.E.R.S. during the terms of the member's participation in the above leave plan.
- (b) Subject to the approval of the O.M.E.R.S. Board an employee may, on return from the leave, make payment to O.M.E.R.S. on the difference, if any, between the amount received in the term of absence and the amount which would represent 100% of the salary for the term of the absence.
- (c) Income tax shall be deducted on the amounts received by the member during each year of the Plan in accordance with the income tax regulations in effect at that time. Canada Pension and U.I.C. deductions and credits shall similarly be determined by the regulations in effect at that time.

Except by mutual consent, an election to participate in the Plan shall be irrevocable, provided however, that an employee may withdraw from the Plan prior to March 1st of the calendar year in which the leave is to be taken. Repayment shall be as provided in (b) hereof.

In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Board may defer the year of the leave by notifying the member prior to March 1st. In the event of such deferral, the member may choose to remain in the Plan or receive repayment as provided in (b) as aforesaid.

Should any such deferral result in a leave of absence being taken past the final year of the Plan, any monies accumulated at the expiry date of the Plan shall continue to accumulate interest as provided

in (c) hereof, until the leave of absence is granted, and subject to the one year maximum deferral limitation set out in (b) as aforesaid.

In the event of an employee's death while participating in the Plan, any monies accumulated, plus interest accrued [see (c)] at the time of death shall be paid to the member's estate or a beneficiary as designated by the member. In the event that the member has not made such a designation, the monies accumulated shall be paid to the member's estate.

Contractual Agreement

- (a) The Board and the Association of Professional Student Services Personnel assume no responsibility for any consequence arising out of the implementation of the Plan related to its effect on an employee's pension provisions or income tax implications or any other employment related benefits.
- (b) An employee wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation is given.

APPENDIX E: SALARY GRID SCHEDULE

Salary Schedule August 31, 2019

	CAT 1A	CAT 1B	CAT II	CAT III	CAT IV	CAT V	CAT VI
0	\$40,416	\$40,416	\$44,217	\$46,253	\$58,082	\$55,629	\$73,320
1	\$42,169	\$42,169	\$46,726	\$48,759	\$59,157	\$58,248	\$74,340
2	\$43,924	\$43,924	\$49,227	\$51,265	\$60,234	\$60,869	\$75,360
3	\$45,675	\$45,675	\$51,734	\$55,490	\$61,433	\$63,489	\$ 76,381
4	\$47,431	\$47,431	\$54,238	\$56,276	\$62,626	\$66,109	\$77,401
5	\$49,184	\$51,038	\$56,744	\$58,778	\$65,254	\$68,728	\$78,421
6	\$50,938	\$52,743	\$59,246	\$61,284	\$66,417	\$71,347	\$79,441
7	\$52,690	\$54,442	\$61,754	\$63,789	\$67,580	\$73,968	\$80,461
8	\$54,445	\$56,146	\$64,259	\$66,291	\$68,745	\$76,587	\$81,481
9	\$55,456	\$57,157	\$65,269	\$67,301	\$69,755	\$79,207	\$82,503
10						\$81,828	
11						\$84,447	
12						\$85,711	

Salary Schedule September 1, 2019

	CAT 1A	CAT 1B	CAT II	CAT III	CAT IV	CAT V	CAT VI
0	\$40,820	\$40,820	\$44,659	\$46,715	\$58,663	\$56,186	\$74,053
1	\$42,591	\$42,591	\$47,193	\$49,247	\$59,748	\$58,831	\$75,083
2	\$44,363	\$44,363	\$49,719	\$51,778	\$60,836	\$61,477	\$76,114
3	\$46,132	\$46,132	\$52,252	\$56,045	\$62,047	\$64,124	\$77,145
4	\$47,905	\$47,905	\$54,780	\$56,838	\$63,252	\$66,770	\$78,175
5	\$49,676	\$51,549	\$57,311	\$59,366	\$65,906	\$69,415	\$79,205
6	\$51,448	\$53,270	\$59,839	\$61,897	\$67,081	\$72,061	\$80,235
7	\$53,217	\$54,986	\$62,372	\$64,426	\$68,256	\$74,708	\$81,266
8	\$54,990	\$56,708	\$64,901	\$66,954	\$69,432	\$77,352	\$82,296
9	\$56,010	\$57,728	\$65,922	\$67,975	\$70,453	\$79,999	\$83,328
10						\$82,646	
11						\$85,292	
12						\$86,569	

Salary Schedule September 1, 2020

	CAT 1A	CAT 1B	CAT II	CAT III	CAT IV	CAT V	CAT VI
0	\$41,228	\$41,228	\$45,106	\$47,182	\$59,249	\$56,747	\$74,794
1	\$43,017	\$43,017	\$47,665	\$49,739	\$60,346	\$59,419	\$75,834
2	\$44,807	\$44,807	\$50,216	\$52,296	\$61,445	\$62,092	\$76,875
3	\$46,593	\$46,593	\$52,774	\$56,605	\$62,667	\$64,765	\$77,916
4	\$48,384	\$48,384	\$55,328	\$57,407	\$63,885	\$67,438	\$78,957
5	\$50,173	\$52,064	\$57,884	\$59,960	\$66,565	\$70,110	\$79,997
6	\$51,962	\$53,803	\$60,437	\$62,516	\$67,752	\$72,781	\$81,038
7	\$53,749	\$55,536	\$62,995	\$65,071	\$68,939	\$75,455	\$82,078
8	\$55,539	\$57,275	\$65,550	\$67,624	\$70,127	\$78,126	\$83,119
9	\$56,570	\$58,306	\$66,581	\$68,654	\$71,157	\$80,799	\$84,161
10						\$83,473	
11						\$86,144	
12						\$87,434	

Salary Schedule September 1, 2021

	CAT 1A	CAT 1B	CAT II	CAT III	CAT IV	CAT V	CAT VI
	\$41,641	\$41,641	\$45,557	\$47,654	\$59,842	\$57,315	\$75,542
	\$43,447	\$43,447	\$48,142	\$50,237	\$60,949	\$60,013	\$76,593
	\$45,255	\$45,255	\$50,718	\$52,819	\$62,059	\$62,713	\$77,643
	\$47,059	\$47,059	\$53,302	\$57,171	\$63,294	\$65,413	\$78,695
	\$48,868	\$48,868	\$55,882	\$57,981	\$64,524	\$68,112	\$79,746
	\$50,674	\$52,585	\$58,463	\$60,559	\$67,231	\$70,811	\$80,797
	\$52,482	\$54,341	\$61,042	\$63,141	\$68,430	\$73,509	\$81,848
	\$54,286	\$56,092	\$63,625	\$65,721	\$69,628	\$76,210	\$82,899
	\$56,095	\$57,848	\$66,206	\$68,300	\$70,828	\$78,907	\$83,950
	\$57,136	\$58,889	\$67,247	\$69,341	\$71,869	\$81,607	\$85,003
						\$84,307	
						\$87,006	
						\$88,309	

Extra Degree Allowance

September 1, 2011	\$812.00
September 1, 2019	\$820.12
September 1, 2020	\$828.32
September 1, 2021	\$836.60

2019-2022

A G R E E M E N T

between

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

and

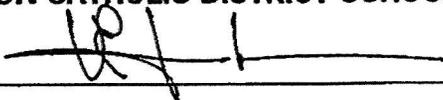
**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL ON
BEHALF OF ITS HALTON CATHOLIC DISTRICT SCHOOL BOARD CHAPTER**
(hereinafter called the "Association")

IN WITNESS WHEREOF the Board and the Association have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized on their behalf.

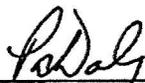
This 12th day of November, 2020

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD

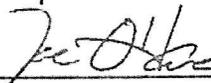
per: _____



Chairman of the Board



Director of Education and Secretary of the Board



Executive Officer, Human Resources Services

**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
(Halton CDSB Chapter)**

per: _____



President, Halton C.D.S.B., A.P.S.S.P.



Committee Member, Halton C.D.S.B., A.P.S.S.P.