

**COLLECTIVE AGREEMENT**

**BETWEEN**

**WATERLOO CATHOLIC DISTRICT SCHOOL BOARD**

Hereinafter referred to as “The Board”

**AND**

**THE ASSOCIATION OF PROFESSIONAL STUDENT  
SERVICES PERSONNEL**

Hereinafter referred to as “The Association”

**WATERLOO CHAPTER**

**SEPTEMBER 1, 2022 TO AUGUST 31, 2026**

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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** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation, shall prevail.

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 four (4) years from September 1, 2022 to August 31, 2026 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**

- i. TBD

#### **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, no later than August 31<sup>st</sup> following the year being reconciled.
- 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.
- e) For the purposes of section 7.3(b) of the ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that EWAO-ATEO will reimburse the school board for benefits contributions made by a school board to the ELHT during a period of strike or lock-out resulting in EWAO-ATEO education workers withdrawing their full services:
  - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average EWAO-ATEO education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup> for the school year impacted by the strike or lock-out.
  - ii. Divide i) by 225 days
  - iii. Multiply ii) by the number of strike or lockout days for EWAO-ATEO education workers at the school board.

#### **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.

### **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 their 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.

**d) 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 their 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.

**e) 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.

#### **f) Graduated Return to Work**

Where an Employee is not receiving benefits from another source and is working less than their 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 their 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 their 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 their 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.

#### **g) 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.

## **h) 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.

## **i) 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 OTTP 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 OTTP 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.

#### **j) 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 they 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  Group  Individual 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  Settled  Referred to Arbitration  Referred to Local Grievance Procedure

**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 2019-2022 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 (excluding administration and implementation; and plans that are paid 100% by employees and where the Union is the policy holder.)
- WSIB top-up
- OMERS
- Union Representation as it relates to Central Bargaining
- Allowances/Premiums (excluding adjustments as a result of job evaluation)

## **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, 2026.

**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: 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 #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')**

**AND**

**The Crown**

**RE: CHILDREN'S MENTAL HEALTH, SPECIAL NEEDS AND OTHER 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 #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')**

**AND**

**The Crown**

**RE: MINISTRY INITIATIVES COMMITTEE**

The Provincial Committee on Ministry Initiatives provides advice to the Ministry of Education, on new or existing ministry initiatives/strategies to support improvement to achievement and well-being of all learners. The Crown may convene a meeting of this committee to discuss such initiatives.

EWAO-ATEO will be an active participant in the consultation process at the Ministry Initiatives Committee.

# **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: 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 November 7, 2018 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.

EWAO has advised that it will raise the following issues at the Provincial Working Group - Health and Safety:

- 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 working group, those practices will be shared with school boards.

**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: PROFESSIONAL ACTIVITY (PA) DAY**

The parties agree that if the Ministry of Education declares a change in the number of PA Days, the following shall apply:

The parties agree that there will be no loss of pay for EWAO-ATEO members (excluding casual employees) as a result of the change in the number of PA Days determined by the Ministry of Education. The scheduling of PA days shall not change the number of paid days for the work year as per the Collective Agreement.

EWAO-ATEO members will be required to attend and perform duties as assigned.

**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: 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 #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: 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.

## **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')**

**AND**

**The Crown**

**RE: WORKPLACE VIOLENCE**

The parties acknowledge that school boards and supervisors must provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour, if the worker can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the worker to physical injury.

School boards and supervisors must not disclose more personal information about a person with a history of violent behaviour than is reasonably necessary to protect workers from physical injury.

Within sixty (60) days following the date of ratification of the central terms, school boards will recirculate the *Workplace Violence in School Boards: A Guide to the Law* (released in 2018 by the Ministry of Labour) to local health and safety committees.

## **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')**

**AND**

**The Crown**

**RE: Learning and Services Continuity and Absenteeism Task Force**

The parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and absenteeism.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of EWAO-ATEO and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. explore data and best practices relating to absenteeism initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
  - a. utilization of the sick leave and short-term disability plans;
  - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

## **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: SHORT TERM PAID LEAVE**

1. The parties agree that the issue of short term paid leave has been addressed at the central table and will remain status quo with the exception of the following.
2. Local parties shall ensure that within their local (Part B) collective agreement terms, existing language with respect to short term paid leave shall be amended to allow:
  - a. Indigenous employees to use existing short term paid leave for the purposes of:
    - i. Voting in elections as indicated by a self-governing Indigenous authority where the employee's working hours do not otherwise provide three consecutive hours free from work; and
    - ii. Attendance at Indigenous cultural/ceremonial events.
  - b. Permanent employees to use existing short term paid leave for purposes of attending to the illness of an immediate family member leave up to a maximum of two (2) days per school year, subject to paragraph 3 below.
    - i. Where existing local collective agreement terms provide for a greater benefit, they will continue to apply without modification.
3. For clarity, provisions with regard to the number of days of short term paid leave shall not be subject to local bargaining or amendment by local parties and remain status quo up to a maximum of five (5) days per school year. The local parties shall be permitted to negotiate, as a local matter, the administration terms associated with short-term paid leaves.
4. "Short term paid leave" refers to any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness to a maximum of 5 days per school year.

# **LETTER OF AGREEMENT #14**

**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: Bereavement Leave**

1. The parties agree that the issue of bereavement leave has been addressed at the central table.
2. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of less than three (3) days, local parties shall insert the following into the local (Part B) collective agreement, with such language replacing existing language in its entirety:

Permanent Employees shall be provided with three (3) consecutive regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of or to attend a funeral for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

3. Where local (Part B) collective agreement terms provide for a total paid bereavement leave entitlement for Permanent Employees of three (3) days or more, there shall be no change to such language and this Letter of Understanding shall not apply.
4. Permanent Employees shall be as defined in local collective agreement terms, or if no such definition exists in a particular collective agreement, as defined in C6.
5. For clarity, while the specific provisions above (including the number of bereavement leave days and eligibility criteria) are not subject to local bargaining or amendment by the local parties, the local parties shall be permitted to negotiate, as a local matter, the administration terms associated with bereavement leave.

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## ARTICLE 1 - PURPOSE

- 1.01 It is a common goal of the Board, the Association, and the employees to provide the best possible educational Support Services for the children of this community; and to achieve the common goal of Catholic Education, it is essential that the Board, the Association, and the employees maintain the harmonious relationship that exists between them; and it is the purpose of this Agreement to make herein provisions for salaries, benefits and those conditions of employment as specified in this Agreement to provide for an orderly method of settling grievances which may arise from time to time.

## ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Association as the sole and exclusive bargaining agent for all employees employed by the Board to provide services as social workers (including supervised alternative learning counsellors and equity systems navigators), psychology consultants, speech-language pathologists, psychologists, mental health leads, behaviour analysts and chaplains save and except supervisory officers, persons above the rank of supervisory officer, students on work placements and persons covered by subsistent collective agreements between other employee groups and the Board.

- 2.02 The Board agrees that no employee shall be laid off, have their regularly scheduled work day or regularly scheduled work week reduced, or be terminated as a result of the Board contracting out any of its work or services.

In the event of the Board considering the contracting out of any work normally performed by or affecting the work of employees in the bargaining unit, the matter will be discussed with the Chapter. The Board will take suggestions made by the Chapter into consideration along with all other circumstances, when making a decision.

## ARTICLE 3 - DEFINITIONS

- 3.01 In this agreement:

- (a) "Board" and "Employer" mean the Waterloo Catholic District School Board;
- (b) "Association" means the Association of Professional Student Services Personnel (Provincial), and "Chapter" means the Waterloo Chapter (Local) of the Association;

- (c) "employee" and "employees" mean any or all of the employees in this bargaining unit as provided for in the Recognition Clause unless the term "employee" or "employees" is reference in Part A or Part B of this agreement;
- "employee" and "employees" in Part A means employees in professionally regulated support service classification
  - "employee" and "employees" in Part B means chaplains
- (d) "permanent" employee means an employee who is employed on a regular, continuing basis, either full-time or part-time, who is not on a temporary contract, and who has completed the probationary period;
- (e) (i) "temporary contract employees" are those employees hired by the Board on a temporary basis, and whose period of employment is for more than twenty (20) consecutive working days but is not longer than one (1) full school year or;
- (ii) employees hired to replace permanent employees who are on a leave of absence.
- (iii) For the purpose of this Collective Agreement, temporary employees hired after January 26, 2006 will be covered under this Collective Agreement except for the following from Article 8: 8.01, 8.02, 8.03 and 8.04 Seniority and Service
- (f) "probationary" employees are those employees who have not completed the probationary period as set out in this agreement;
- (g) "part-time employees" are those employees who work less than five (5) full working days per week for the Board;
- (h) "full-time employees" are those employees who work five (5) full working days per week;
- (i) "working days" and "days" mean any day that is a regular working day for members of this bargaining unit.
- (j) "work year" means the school year.

#### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this agreement and subject to the provisions of relevant provincial and federal legislation and regulations.

## ARTICLE 5 - COMMUNICATIONS

- 5.01 Except as otherwise provided in this agreement, all correspondence from the Board to the Chapter shall be forwarded to the President(s) of the Chapter. The Chapter shall advise the Board in writing of the name and address of the President(s) and shall keep that information current. All correspondence from the Chapter to the Board shall be forwarded to the Superintendent of Human Resources, or designate.
- 5.02 The Board shall supply to the Chapter the names, and work locations of all employees covered by this agreement on an annual basis, by October 31 of each year. The Chapter shall supply to the Board the names of its Executive and various committee members following each election and/or change.
- 5.03 The Board shall supply to the Chapter in writing the names, and work locations of any newly hired employees indicating the classification, rate of pay, and amount of experience credited to the employee, within ten (10) working days of the hire date. The Board shall further supply the Chapter with names of any employees who resign, retire, take a leave of absence, are laid-off or recalled, or are discharged within ten (10) working days of the leaving or recall date.
- 5.04 The Board shall make a copy of the current collective agreement available to all new employees at the time of hire.
- 5.05 Upon completion of the negotiations to determine the provisions of this collective agreement, the Board shall make the Collective Agreement available to the Association and its members within forty-five (45) days.
- 5.06 Bulletin Boards
- The Board shall supply a Bulletin Board in a place easily seen by bargaining unit members for the use of the Chapter and for posting of Board notices applicable to the employees.

## ARTICLE 6 - NO CESSATION OF WORK

- 6.01 Neither the Association, the Chapter nor any student services staff members shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Association and the Chapter through its officers and representatives will instruct the student services staff members involved to return to work and perform their usual duties

and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the Student Services staff. "Lockout" shall be as defined in the Ontario Labour Relations Act as amended from time to time.

Notwithstanding the foregoing, student services staff members may strike and the Board may lock out the Student Services Staff in accordance with the provisions of the Ontario Labour Relations Act as amended from time to time.

- 6.02 During any work stoppage by other employee groups within the Board, employees covered by this agreement shall perform only their usual professional duties, except in emergency situations where a student's physical safety depends on a response by the employee.

This exception is not intended to require scheduled, routine, supervision of students by APSSP employees during work stoppages by other employee groups.

## ARTICLE 7 - ASSOCIATION REPRESENTATION

### Membership

7.01

The Board and the Association agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Association, or by reason of any activity or lack of activity in the Association.

7.02

### Association Meetings on Board Premises

(a) The Chapter may request the use of a room to conduct Association business. This request must not interfere with the instructional program or community use and shall have the approval of the immediate supervisor.

(b) The Chapter shall have access to the use of the internal courier service and printing/copying of e-mail and faxes.

7.03

### No Discrimination

The parties agree there shall be no discrimination against any employee as per the Ontario Human Rights Code.

7.04

### Dues Deduction

Annual dues shall be deducted equally from the pay of each employee who is covered by this Agreement to whom any pay is

due. Employees who begin employment after September 1 of a given year shall have a pro-rated amount of dues deducted across the remaining pay periods in the year. The Association shall notify the Board in writing of the amount of such dues prior to September 1st of each year, and from time to time subsequently if the dues change. The amount deducted from each employee shall be collected and remitted to the Treasurer of the Provincial Association through direct deposit, along with a list of those employees for whom deductions were made to be sent to the Provincial Association and the Chapter, in a timely manner.

7.05 Negotiations Committee

For the purposes of negotiations between the parties, the Board shall recognise a Negotiating Committee of up to three (3) members of the Association, plus an outside consultant if desired. Meetings held between the parties for the purpose of negotiating renewals to this collective agreement up to and including conciliation will be held during normal working hours whenever possible, and committee members will suffer no loss in pay or benefits for time spent in such meetings.

The Association acknowledges that the Committee members have regular duties which must be performed on behalf of the Employer and that such employees will not leave their regular duties without obtaining permission to do so from their Superintendent or designate. Permission to leave their regular duties will not be unreasonably withheld by the affected Superintendent or designate.

7.06 Grievance Committee

The Chapter may appoint or otherwise select up to two (2) members to constitute a Grievance Committee. The Board will recognize members of this Committee upon notification under Article 5.02, for the purposes set out in the Grievance and Arbitration procedures of this agreement. Committee members attending discipline meetings and/or grievance meetings shall suffer no loss in pay or benefits for time spent in such meetings.

The Association acknowledges that the Association Committee has regular duties which must be performed on behalf of the Employer and that such employees will not leave their regular duties without obtaining permission to do so from their Superintendent or designate. Permission to leave their regular duties will not be unreasonably withheld by the affected Superintendent or designate.

7.07 Joint Consultation Committee

A Joint Consultation Committee shall be established to consider matters of mutual interest to the Association and the Board. Each party shall be entitled to up to three (3) representatives on this committee, and may from time to time as required, invite other persons to attend meetings of this committee if related to agenda items. The Committee shall meet bi-monthly when agenda items justify, during the term of this collective agreement, but not while bargaining for renewal is on-going. Agenda items will be exchanged in advance whenever possible. Meetings will normally be held during regular working hours, and committee members shall suffer no loss in pay or benefits while attending such meetings.

## ARTICLE 8 - SENIORITY AND SERVICE

### 8.01 Seniority

8.02

Seniority shall be established within each classification as described in Article 2.01, and shall be determined in accordance with last date of hire, except where otherwise provided for in this agreement. Seniority between employees with the same date of hire will be determined by a lottery, conducted jointly by the parties.

### 8.03 Probation

Employees who have satisfactorily completed six (6) working months of service with the Board shall be deemed to have completed their probationary period, and shall be granted seniority as of the date of hire.

### 8.04 Seniority Lists

The Board shall supply a seniority list to the Chapter by November 30th of each year, with an effective date of October 31st of each year. In the event the list is inaccurate, the Chapter may challenge the list within sixty (60) working days of the release of the list, and if the list is amended, the revised list shall be supplied to the Chapter as soon as possible. Copies of the list will be sent to each employee, and will be available from the Board upon request by any employee.

### 8.05 Service Credits

Service Credits accumulate while an employee is actively at work, on a paid leave of absence or on a pregnancy or parental leave. Breaks in a calendar year arising from the School Year schedule do not count as breaks in service.

### 8.06 Temporary Employees

- (a) Nothing herein shall prevent the Board from making temporary transfers or hiring temporary substitutes in case of emergency, illness, etc.
- (b) Temporary employees as defined in 3.01 (e) do not have seniority rights
- (c) In the event that a temporary employee applies for and is granted a permanent position they shall be required to complete the probationary period set out in 8.02, unless their service is greater than nine (9) school months as a temporary employee, in which case the probationary period will be three (3) school months of service with the Board. Upon completion of probation, the employee's seniority date and service credits shall be retroactive to the last date of hire inclusive of all continuous service in the Bargaining Unit prior to the date of permanent appointment.

## ARTICLE 9 - COMPLAINT PROCEDURE STEP 1

- 9.01 It is the mutual desire of the parties hereto that complaints will be addressed as quickly as possible.
- 9.02 If an employee has a complaint, they shall first take it up verbally with their Supervisor within two (2) months of the incident giving rise to the complaint. The Supervisor shall give an answer within ten (10) working days after the employee has lodged the complaint. All timelines are exclusive of July and August.
- 9.03 If a common complaint concerning two or more members arises it may be brought forward as a group complaint. It must first be brought up verbally with the members' Supervisor within two (2) months of the incident giving rise to the complaint. The Supervisor shall give an answer within ten (10) working days after the group has lodged the complaint.

## ARTICLE 10 - GRIEVANCE PROCEDURE STEP 2

- 10.01 If the complaint as noted in 9.02 or 9.03 is not settled, it shall be put in writing and submitted as an individual grievance (in the case of 9.02) or as a group grievance (in the case of 9.03) by the Chapter Grievance Co-ordinator, or designate, to the Human Resource Services Officer, or designate, within ten (10) working days of the Step 1 reply. Whenever possible, the written complaint shall indicate the

specific Article of the Agreement that is being grieved. It is understood, however, that a grievance is a difference between the parties concerning the interpretation, application, administration, or alleged violation of this Agreement, including whether a matter is arbitrable.

At the request of either party, the Human Resource Services Officer or designate, will meet with the grievor(s) and the Chapter Grievance Committee to discuss the matter.

The decision of the Human Resource Services Officer, or designate, shall be communicated in writing to the grievor(s) and the Chapter Grievance Committee within ten (10) working days of receipt of the written grievance.

### STEP 3

- 10.02 If the grievance is not satisfactorily settled, the Chapter Grievance Co-ordinator, or designate may submit the grievance to the Superintendent or designate, within ten (10) working days of the Step 2 reply. The Superintendent, or designate, will meet with the grievor(s) and the Chapter Grievance Committee to discuss the matter.

The decision of the Superintendent, or designate, will be communicated to the Chapter Grievance Co-ordinator, or designate, in writing within ten (10) working days of receipt of the written grievance. It is understood that either party may request a meeting to take place prior to referring the grievance to arbitration.

### STEP 4

- 10.03 If the grievance is not settled at Step 3, it may be referred to arbitration, providing that the referral to arbitration is communicated to the Manager of Labour Relations within thirty (30) days of receipt of the Step 3 reply.

10.04 Policy Grievance

- (a) Where differences arise between the parties concerning the interpretation, application, administration or alleged violation of this Agreement which may be considered as policy matters, the difference shall be put in writing by the Chapter Grievance Co-ordinator, or designate, and submitted to the Superintendent, or designate, within one (1) month of the incident giving rise to the grievance. The reply of the Superintendent, or designate, will be within ten (10) working days of receipt.

The Association shall identify in the grievance the remedy that will make whole the Members/Associations' damages that it is alleging.

- (b) If the matter of the policy grievance is not satisfactorily settled by the Superintendent, or designate, it is understood that it may be carried forward to conclusion as outlined in 10.03 herein.

10.05 Discharge Grievance

If any employee claims that they have been unjustly discharged they may, within ten (10) working days of receiving written notification of discharge, a copy of such notification having been sent to the Chapter Grievance Co-ordinator, or designate, have a written grievance submitted to the Manager of Labour Relations, or designate, by the Chapter Grievance Co-ordinator, or designate. The Manager of Labour Relations, or designate, will call a meeting to discuss the grievance.

If the grievance is not satisfactorily settled, it may be carried forward to conclusion as outlined in 10:03 herein.

- 10.06 A representative of the Association will be allowed at any stage of the Complaint and/or Grievance Procedure to make representation on behalf of the Association or an employee. The Board will be allowed representation at any stage of the Complaint and/or Grievance Procedure.

- 10.07 All Article 10 - Grievance Procedure timelines may be extended by mutual consent of the parties.

## ARTICLE 11 - ARBITRATION PROCEDURE

- 11.01 When either party requests that a grievance, including whether a matter is arbitrable, be submitted to arbitration the request shall be in writing addressed to the other party of the grievance.

- 11.02 The parties shall mutually agree on a single arbitrator to hear the grievance within ten (10) working days of the written notice of a grievance being referred to arbitration.

- 11.03 The proceedings of the arbitration shall be expedited by the Employer and the Chapter. It is understood and agreed that the arbitration appointed pursuant to this Article shall have the powers, rights, privileges and jurisdiction of an Arbitrator under the Labour Relations Act of Ontario. The Decision of the arbitrator shall be final and binding upon the parties, but the arbitrator shall not be authorized to make any decision or recommendation inconsistent with the provisions of this

Agreement, nor shall they have the power to add to, subtract from or modify any of the terms of this Agreement.

- 11.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 11.05 Each party shall bear the expense of its witnesses and the expense of the Chairperson shall be shared equally by both parties. No costs of any arbitration shall be awarded to or against either party.
- 11.06 No person may be appointed as an arbitrator who has been involved in any attempt to settle the grievance.
- 11.07 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working condition which may be relevant to the settlement of the grievance.

## ARTICLE 12 - DISCHARGE AND DISCIPLINE

- 12.01 No employee shall be discharged or disciplined without just cause. A claim by an employee that he or she has been discharged without just cause shall be treated as a grievance in accordance with 10:05 of this agreement. Grievances against discipline will commence at 9:02 of this agreement.
- 12.02 Any employee who is subject to any discipline or to discharge shall be entitled to Association representation at the time the discipline or discharge is imposed and at all subsequent meetings on the matter. The employee shall be advised in advance of their right to representation, and as to the nature of the meeting.
- 12.03 The Board will provide a written reason(s) for any discipline, including warnings which may lead to discipline, imposed on any employee to the Chapter and to the employee within ten (10) working days of the date of the discipline.
- 12.04 When the Board receives a complaint regarding the work or conduct of an employee which will be either investigated or filed, the Board shall bring such complaint to the attention of the employee as soon as possible, and in any event, no later than ten (10) working days after the receipt of the complaint. The employee will be given the opportunity to explain or refute the complaint. If the complaint is to be placed on the employee's file, the employee shall initial the

document as having been read, and shall have the opportunity to add their comments prior to the document being filed.

## ARTICLE 13 - ACCESS TO FILES

### 13.01 Access to Files and Performance Evaluations

A copy of any completed evaluation which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall initial the document as having been read, and shall have the opportunity to add their comments prior to the document being filed.

13.02 Upon at least one day's notice to the Superintendent of Human Resources or designate, each employee is entitled to access to all their files for the purpose of reviewing their contents in the presence of management. A copy of any document in the files will be provided to the employee upon request.

13.03 Any letter of warning, reprimand, suspension or other sanction shall be removed from the record of an employee eighteen (18) months following the receipt of such letter or sanction provided that the employee's record has been discipline-free for the full eighteen (18) months. It is understood that this eighteen (18) month period does not include any school break periods, nor any other period of authorized leave of absence.

## ARTICLE 14 - CODE OF ETHICS

14.01 The Board acknowledges that employees in this bargaining unit are obligated to comply with the Professional Code of Ethics applicable to each employee's particular profession. Copies will be provided to the Board if so requested in writing by the Board.

## ARTICLE 15 - STAFFING CHANGES

### 15.01 Job Postings

(a) Where a permanent job vacancy exists which the Board intends to fill (including all part-time or full-time positions), the Board shall post such vacancies by notifying, by e-mail, each permanent employee in the affected professional classification and the Secretary of the Chapter. A permanent employee may apply for the posted position for up to ten (10) working days. If

two (2) or more employees have applied for the position, selection will be made on the basis of skill, competence, ability, knowledge and training; if these factors are on balance equal, then seniority shall prevail.

If no suitable applicants from within the bargaining unit have been received then temporary employees and outside applicants can be interviewed.

A part-time permanent employee of the Bargaining Unit will inform their Supervisor in writing of their interest in being considered for temporary assignments. The Board will consider the Bargaining Unit member to fill such temporary assignments.

- (b) Where a temporary job vacancy exists which the Board intends to fill, the Board will :
- i) First review the applications of employees identified under Clause 15.01
  - b). Where a suitable candidate is identified, they will be offered the position. If two (2) or more employees have applied for the position, selection will be made on the basis of skill, competence, ability, knowledge and training; if these factors are on balance equal, then seniority shall prevail.
  - ii) Where no permanent employee has requested consideration under 15.01 b) or no suitable candidate is identified, the Board will review the applications from active temporary employees. Selection will be made on the basis of skill, competence, ability, knowledge and training. Where a suitable active temporary candidate is identified, they will be offered the position. Where no temporary active employee has applied or no suitable candidate is identified from active temporary employees, the Board may use any means at its discretion to fill such vacancy.

15.02 When the Board decides not to fill a vacancy, the Board shall meet with the Chapter within fifteen (15) working days of the position becoming vacant to discuss the reasons for the decision.

15.03 Where the Board decides not to fill a position at the conclusion of the period in b), the Board shall meet with the Chapter prior to the conclusion of the six month period to discuss the reasons for the decision.

15.03 Promotions and Seniority

- (a) If an employee is promoted out of the bargaining unit, such employee may return to the unit without interruption in their seniority and service credits provided the return occurs not longer than six (6) months from the date of the promotion, otherwise, the employee loses all seniority, unless the parties agree otherwise.

- (b) Where a vacancy is created due to an employee being promoted outside the bargaining unit, the Board, at its discretion may fill such vacancy with a temporary employee for a period of six (6) months. At the conclusion of this period, the position will either be filled according to 15.01 a) or 15.02 may be applied.

15.04 New Classifications/Deletions

Prior to the Board establishing a new job classification appropriate to this bargaining unit, or deleting an existing classification from the bargaining unit, or making changes to existing roles, job content and/or responsibilities, the Board agrees to meet with Chapter representatives to review these matters. Where the matter is the addition of a classification, the parties will attempt to settle the wage rate to be implemented.

15.05 Organizational Change

In the event that the Board shall merge, amalgamate, or combine any of its operations or functions with another employer, the Board will endeavour to ensure the retention of seniority, wages and benefits equal to those in place for employees in this bargaining unit at the time.

## ARTICLE 16 - LAYOFF AND RECALL

- 16.01 (a) In the event that the Board needs to reduce the workforce, the Board shall endeavour to meet its goals through attrition, and other mutually acceptable arrangements reached in discussions with the Chapter.

(b) Notice of Layoff

- (i) The Board shall meet with Chapter representatives at least two (2) months, exclusive of July and August, in advance of any planned layoff to discuss the reasons for the lay-off and the anticipated effect of it. In emergency or unexpected circumstances the Board will endeavour to provide at least two (2) months' notice, or as much notice as possible.

- (ii) Unless the *Employment Standards Act* is more favourable, the Board will provide two (2) months notice of layoff (exclusive of July and August), or pay in lieu of notice, to each affected employee. A copy of any such layoff notice will be sent to the Chapter President at the same time as it is sent to the individual employee(s).

- 16.02 Where the provisions of 16:01 are insufficient and a layoff of employee(s) becomes unavoidable, the Board agrees that employees shall be laid off in the reverse order of their classification seniority.

- 16.03 No employee shall be laid off while a probationary or temporary employee is employed at a job in that employee's classification, or at a job in the bargaining unit for which that employee is "qualified".
- 16.04 All laid off probationary and permanent employees have the right to be recalled for two (2) years from the date of their layoff. No new employees will be hired until all employees on the recall list, who are qualified to do the available work, are recalled. Recall will occur in order of seniority.

## ARTICLE 17

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## ARTICLE 18 - LEAVES OF ABSENCE

### 18.01 Sick Leave Plan

- (a) Sick Leave/Short-Term Leave and Disability Plan shall be in accordance with Part A, Schedule C6.00.
- (b) The Board shall make each employee's sick leave credit allocation available to them electronically.
- (c) An employee who is off sick must notify their immediate supervisor or designate before the start of the scheduled workday. In addition, the absence must be recorded in the Board's dispatch system according to Board and department procedures. The employee may be requested to provide a medical certificate of fitness to return to work. Where reasonably justifiable, the Board may require a medical certificate other than as set out above.
- (d) For employees who have been ill, injured, or disabled for whom a "modified duty"/"return to work" program is required, the Board will fulfil its obligations to accommodate the employee under pertinent legislation. At the request of the employee, the Board will provide to the Association the "modified duty"/"return to work" plan. At any meeting to establish or modify a return to work plan, the employee shall be entitled to Association representation and the Board shall so advise the employee. At the option of the employee, the Association representative will be present at such meetings.

### 18.02 Personal, Professional and Miscellaneous Leaves

- (a) The Employer may grant leave of absence, for various lengths of time, without pay, for legitimate personal reasons. The employer will endeavour to place employees returning from personal leave in the same family of schools.
- (b) Short-Term Compassionate Leave for very good reason may be granted at the discretion of the Office of the Superintendent of Human Resources or designate with or without loss of pay, service credit and/or sick leave credits.

- (c) Leave may be granted with the approval of the Superintendent of Human Resources or designate with or without pay and/or service credits for reasons not otherwise specified in this Agreement.
- (d) One (1) day without loss of pay or service credit will be granted for the purpose of taking a final professional/university exam during the regular working day. The onus is on the employee to submit proof, satisfactory to the Board, that the university exam is a final one and the time at which it is written.

18.03 Effect of Absence on Benefits

Where a leave without pay is for less than one (1) month, the Board will continue the benefits as usual. Where a leave without pay is for one (1) month or more, benefits can be continued if the employee arranges to pay the full premiums for the period of absence exceeding the first month.

18.04 Bereavement Leave

Bereavement Leave shall be granted under the following terms and conditions:

- (a) In the event of the death of an employee's spouse, child, step-child, ward, brother, sister, parent, or step-parent leave will be granted without loss of pay or service credit for up to five (5) working days within an eight (8) calendar day period beginning with the date of death. One (1) of the five (5) days may be used after the eight (8) consecutive calendar days from the date of death if it is used within six (6) months from the date of death for the purpose of attending a funeral or interment.
- (b) In the event of death of an employee's mother-in-law, father-in-law, fiance/fiancee, grandchildren, grandparents or step-grandparent leave will be granted without loss of pay or service credit for three (3) working days within an eight (8) calendar day period beginning with the date of death.
- (c) At the discretion of the Office of Human Resource Services one (1) day will be granted for the purpose of attending a funeral.

18.05 Association Leave

Leave of absence without pay but without loss of seniority or service or benefits, shall be granted upon written request by the Association to any Association representatives to attend to Association business, up to an aggregate total per school year of fifteen (15) days. The request must be made at least ten (10) days in advance, and must specify which employees require the leave.

18.06 Pregnancy and Parental Leaves

- (a) Pregnancy and Parental Leaves shall be granted in accordance with the Employment Standards Act.
- (b) The Board shall continue to pay its share of premium contributions of benefits, provided the employee is enrolled in the benefit plans at the time of commencement of the leave, and further provided that the employee agrees to pay their share of the contributions, if any, in advance of commencing the leave, in order to maintain benefit coverage during pregnancy leave and/or parental leave.
- (c) If the employee chooses not to continue the benefit coverage, she/he must provide the Board with the written notice that the employee does not intend to pay the employee's contributions, if any, in advance of commencing the leave.
- (d) An employee who is granted an extension to the pregnancy/parental leave under (f) may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in Article 20 provided the employee bears the full cost of the benefit premiums.
- (e) During pregnancy and/or parental leave, seniority will accrue in accordance with the Employment Standards Act throughout the leave(s), including service for the purpose of sick leave credits and annual salary increments. During an extended leave under (f) only seniority for the purposes of promotion, layoff, and recall, shall continue to accrue.
- (f) Upon request, an extension of up to one (1) year may be granted to any employee who is eligible for statutory pregnancy and/or parental leave(s).
- (g) Upon return to work, an employee who has taken pregnancy and/or parental leave(s), and/or extended leave, shall be reinstated to the position they most recently held if it still exists, or to a comparable position if it does not.
- (h) An employee shall be granted special leave without loss of pay up to a maximum of four (4) days for needs directly related to the legal adoption of a child.

18.07 Deferred Salary Leave Plan

The Board agrees that employees of this bargaining unit are eligible to apply for participation in the Board's Deferred Salary Leave Plan in accordance with the terms which are set out in Appendix B to the Agreement.

18.08 Jury and Witness Duty

Time will be allowed with no loss of pay for an employee called for jury duty or subpoenaed as a witness. In such instances, the employee will receive full pay from the Board and in turn will turn over to the Board all remuneration received for Jury Duty or Witness Service, excluding any expense allowance. The Board may require the employee to furnish a certificate of service signed by the Clerk of the Court.

18.09 Personal Obligation Days

APSSP staff members will have access to up to two (2) days per school year. They are non-cumulative. These days will be granted with the approval of the immediate supervisor or designate. Part-time members will have access to a pro-rated amount of time. In cases of emergency where the day cannot be pre-scheduled, the employee will inform their immediate supervisor by phone or email when time reasonably permits once the emergency situation has subsided.

These days cannot be scheduled on the school days before or after a break (March, Christmas and Summer), or before or after a Statutory holiday. Requests should not conflict with professional activity days or with the start up/end of a school term. Personal Obligation Days shall not be combined with a request for unpaid leaves of absences.

18.10 A male employee shall be granted up to a maximum of four (4) days for needs directly related to the birth of his child without loss of pay or service credit.

18.11 One (1) day without loss of pay or service credit will be granted for the purpose of attending a university/college graduation for self, spouse or child.

18.12 An employee shall be granted a leave of absence as a result of being quarantined by order of the Medical Officer of Health from attending upon their duties without loss of pay or sick leave credits. The Board has the right to request appropriate documentation in such circumstances.

## ARTICLE 19 - EMPLOYEE BENEFITS

19.01 Part or all of the increased contributions towards the Employer Health Tax (E.H.T.), Extended Health, Dental Benefits and Life Insurance Benefits will be covered by the Employment Insurance Discount Return.

19.02 The Board shall continue to make payroll deductions for the Long-Term Disability Insurance Plan as determined by the carrier. Employees shall contribute 100%

towards the premiums. Participation in the Plan is a condition of employment for all new full-time permanent employees.

19.03 The Board shall make Canada Savings and Registered Retirement Savings Plans available for purchase through the Board approved payroll deduction plan.

19.04 The Board will pay to employees who are absent due to a Workplace Safety and Insurance Board approved claim, the difference between the benefit received from the Workplace Safety and Insurance Board and the employee's regular pay by utilizing the appropriate portion of the employee's sick leave credits, for the full period of the absence or until the sick leave credits are exhausted.

## ARTICLE 20 - PENSION PLAN

20.01 All eligible employees will be enrolled in OMERS at time of hire. The Employer will match the contributions made by the employee as required by OMERS (Ontario Municipal Employees Retirement System).

## ARTICLE 21 - HEALTH AND SAFETY

21.01 The Board shall endeavour to provide each employee with a healthy and safe working environment.

The Board agrees to provide social workers, elementary chaplains and SAL coordinators with cell phones.

21.02 The Chapter shall be entitled to appoint a representative to the Joint Health and Safety Committee.

21.03 No employee in this bargaining unit shall be required to carry out any of the following procedures:

- lifting and positioning students
- assisting with mobility of students
- feeding or toileting of students

However, an employee shall provide help or seek assistance for a student in an emergency.

21.04 Assault

The parties agree that every employee has the right to security of person in the workplace. Where an employee believes that an assault has taken place, the following actions shall be taken:

- (a) The assailant is to be removed from the presence of the employee as soon as possible, with the assistance of other staff;
- (b) The employee is to receive immediate medical attention when warranted and medical verification of the injuries from a qualified physician;
- (c) The employee or other staff member is to inform the Principal and/or other appropriate Supervisor of the alleged assault, and they in turn shall request that the Board's legal counsel be advised;
- (d) The Principal or Supervisory officer or designate, may obtain police assistance, and must immediately establish details, and identify witnesses, if any;
- (e) If it is likely that an assault in fact occurred, and the assailant is a student, the Principal shall ascertain if suspension is appropriate under the Education Act;
- (f) If it is likely that an assault in fact occurred, and the assailant is a person other than a student in the school, the police must be involved in the investigation;
- (g) Where the Principal, Supervisory officer, or designate, deems it unnecessary to contact police, the employee retains the right to contact police without fear of criticism or reprisal;
- (h) The Principal, Supervisory officer, or designate, shall make a written report of all events, and shall provide a copy of the report to the employee involved and the Chapter;
- (i) The Principal, Supervisory officer, or designate, shall verbally notify a representative of the Chapter of the assault as soon as possible;
- (j) Where necessary, the employee is entitled to receive up to sixty (60) days off with pay, without deduction from sick leave credits, and with benefits, seniority, service and sick leave credits continuing to accrue. If the employee is absent for more than sixty (60) days, their sick leave credits will be used from that time onward.

## ARTICLE 22 - GENERAL

### 22.01 Employee Assistance Program

Provided that the Board continues the Employee Assistance Program, it is understood that employees covered by this collective agreement are entitled to services available under the Program. Where a conflict could occur arising from an employee's own job duties (professional contact with EAP counsellors on Board business), the referral under EAP may be made to alternate counsellors. It is understood that the organization providing this service to the Board will arrange for alternate counsellors.

### 22.02 Harassment

The parties recognize the Board's policy on workplace harassment. An employee who alleges being subject to harassment as defined in said policy may complain under the procedure set out in the policy.

## ARTICLE 23 – REMUNERATION

### 23.01 Automobile Usage Allowance (General)

Employees will be provided with an allowance for use of their cars for School Board purposes as per Administrative Procedures Memorandum APS 010.

## ARTICLE 26 - DURATION AND RENEWAL

26.01 Duration

Duration of the agreement - September 1, 2022 to August 31, 2026

26.02 If pursuant to such negotiations an agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings under the Ontario Labour Relations Act have been completed whichever date occurs the earlier.

Dated at Kitchener on the \_\_\_\_ Day of \_\_\_\_\_, 2024

## APPENDIX A - SALARY GRIDS

CATEGORY I (CAT I)	is the Bachelor of Social Work Degree level, or equivalent, and may include the classification of attendance/supervised alternative learning counsellor.
CATEGORY II (CAT II)	is the Master's Degree level, or equivalent, and includes the classifications of, Social Worker, Speech-Language Pathologist, Behaviour Analyst, Mental Health Lead or Psychology Consultant.
CATEGORY III (CAT III)	is the PhD level, and includes the classifications of Psychologist

<b>Sep 1, 2022</b>				
<b>Year</b>	<b>CAT I</b>	<b>CAT II</b>	<b>CAT III</b>	<b>Chaplains</b>
<b>0</b>	\$58,098	\$65,173	\$91,386	\$62,677
<b>1</b>	\$61,556	\$69,202	\$95,336	\$66,285
<b>2</b>	\$64,380	\$73,485	\$99,286	\$69,893
<b>3</b>	\$67,516	\$78,041	\$103,239	\$73,499
<b>4</b>	\$70,153	\$82,885	\$107,162	\$0
<b>5</b>	\$72,893	\$88,037	\$111,115	\$0
<b>6</b>	\$75,745	\$93,514	\$115,070	\$0
<b>7</b>	\$78,708	\$99,338	\$119,025	\$0

<b>Sep 1, 2023</b>				
<b>Year</b>	<b>CAT I</b>	<b>CAT II</b>	<b>CAT III</b>	<b>Chaplains</b>
<b>0</b>	\$59,731	\$66,806	\$93,019	\$64,035
<b>1</b>	\$63,189	\$70,835	\$96,969	\$67,643
<b>2</b>	\$66,013	\$75,118	\$100,919	\$71,251
<b>3</b>	\$69,149	\$79,674	\$104,872	\$74,857
<b>4</b>	\$71,786	\$84,518	\$108,795	\$0
<b>5</b>	\$74,526	\$89,670	\$112,748	\$0
<b>6</b>	\$77,378	\$95,147	\$116,703	\$0
<b>7</b>	\$80,341	\$100,971	\$120,658	\$0

<b>Sep 1, 2024</b>				
<b>Year</b>	<b>CAT I</b>	<b>CAT II</b>	<b>CAT III</b>	<b>Chaplains</b>
<b>0</b>	\$61,364	\$68,439	\$94,652	\$65,393
<b>1</b>	\$64,822	\$72,468	\$98,602	\$69,001
<b>2</b>	\$67,646	\$76,751	\$102,552	\$72,609
<b>3</b>	\$70,782	\$81,307	\$106,505	\$76,215
<b>4</b>	\$73,419	\$86,151	\$110,428	\$0
<b>5</b>	\$76,159	\$91,303	\$114,381	\$0
<b>6</b>	\$79,011	\$96,780	\$118,336	\$0
<b>7</b>	\$81,974	\$102,604	\$122,291	\$0

<b>Sep 1, 2025 (+1%)</b>				
<b>Year</b>	<b>CAT I</b>	<b>CAT II</b>	<b>CAT III</b>	<b>Chaplains</b>
0	\$62,997	\$70,072	\$96,285	\$66,751
1	\$66,455	\$74,101	\$100,235	\$70,359
2	\$69,279	\$78,384	\$104,185	\$73,967
3	\$72,415	\$82,940	\$108,138	\$77,573
4	\$75,052	\$87,784	\$112,061	\$0
5	\$77,792	\$92,936	\$116,014	\$0
6	\$80,644	\$98,413	\$119,969	\$0
7	\$83,607	\$104,237	\$123,924	\$0

## APPENDIX B - DEFERRED SALARY LEAVE GUIDELINES

### FOR APSSP MEMBERS

#### DEFERRED SALARY LEAVE PLAN

#### **A) The Board may grant leave of absence of one (1) year to members on the basis of:**

- 1) Spreading three (3) years salary over four (4) years or,
- 2) Spreading four (4) years salary over five (5) years or,
- 3) Spreading five (5) years salary over six (6) years or, hereinafter called the "Plan", subject to the following conditions.

#### **B) Eligibility**

- 1) A member may apply to participate in the Plan if the member has completed at least four (4) continuous years of employment with the Board immediately preceding the application.
- 2) The number of employees eligible to be on leave in any one year shall be up to a maximum of two (2) employees with a maximum of one (1) candidate from each of the four classifications (i.e. Psychologists/Psychology Consultants, Speech and Language Pathologists, Social Workers, Attendance Counselors).

#### **C) Application**

- 1) Application forms used to apply for a leave will be available in Human Resources Services and on the Staff Net.
- 2) A member requesting to participate in the Plan, commencing the following September 1<sup>st</sup>, shall complete an application form and submit it to the Office of Human Resource Services or designate on or before February 1<sup>st</sup>.

#### **D) Leave request review process**

- 1) Applications for such a leave shall be reviewed by the supervisor or designate with a decision being reported back to the member. Written approval or denial of the member's leave, with explanations, will be forwarded by the supervisor to the member by April 1<sup>st</sup> in the same year as the request is made.
- 2) The member shall be required to sign an agreement with the Board before final approval will be granted.
- 3) No substitution will be made in the case where an endorsed and/or approved candidate drops out.

**E) Salary Deferral**

**OPTION A**

- a) In each of the three (3) years of the Plan commencing September 1st following approval, the member shall be paid 75% of the salary and responsibility allowances to which the member is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 25% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Article 25 of the APSSP Collective Agreement in an individual interest bearing account in the Board's name on behalf of the member and will be paid to the member in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.
- d) All bank accounts will be handled by the Chartered Bank of the Board.

**OPTION B**

- a) In each of the four (4) years of the Plan commencing September 1st following approval, the member shall be paid 80% of the salary and responsibility allowances to which the member is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 20% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Article 25 of the APSSP Collective Agreement in an individual interest bearing account in the Board's name on behalf of the member and will be paid to the member in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.
- d) All bank accounts will be handled by the Chartered Bank of the Board.

**OPTION C**

- a) In each of the five (5) years of the Plan commencing September 1 following approval, the member shall be paid 83.4% of the salary and responsibility allowances to which the member is otherwise entitled in accordance with the Collective Agreement.
- b) The remaining 16.6% of such salary and responsibility allowance shall be retained by the Board and deposited at such times as indicated in Article 25 of the APSSP Collective Agreement in an individual interest bearing account in the Board's name on behalf of the member and will be paid to the member in the year of the leave.
- c) The calculation of interest under the terms of the Plan shall be done in accordance with the practice of the chartered bank with which the Board maintains its accounts.
- d) All bank accounts will be handled by the Chartered Bank of the Board.

## **F) Leave**

- 1) Leaves granted under the Plan shall commence on September 1st of the fourth, fifth or sixth year and end on August 31st of the following calendar year, depending upon the option chosen.
- 2) In the event that a suitable replacement cannot be obtained for a member who has been granted a leave, the Board may defer the leave by one year. If such a deferral is necessary, the employee shall be notified prior to March 1 of the calendar year in which the leave was to take place.
- 3) In such a case, the member may choose to withdraw from the Plan and receive the money in the individual account or to continue in the Plan for one year allowing the monies in the individual account to accumulate with interest for the additional year.
- 4) In the case of withdrawal, repayment shall be made as soon as possible but within sixty (60) days after notice of intention to withdraw has been given with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.

## **G. Salary and Benefits - Year of Leave**

- 1) In the year of the leave the Board shall pay to the member the total of the deferred salary plus all accrued interest installments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or two lump sums as directed by the member before June 30<sup>th</sup> of the year of the leave.
- 2) The final payment will include any money remaining in the individual account. In the case of lump sum payments, the necessary deductions will be made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.
- 3) The Board shall deduct the amounts required for Income Tax, Unemployment Insurance, Canada Pension, APSSP dues, and other statutory deductions and any benefits in the Collective Agreement.
- 4) Following the leave, it will be the member's responsibility to pay the full costs (employee and employer amounts) on any eligible service buy-back amount to the OMERS Pension Plan in accordance with the Regulation of that Fund for the period of leave.
- 5) Workplace Safety Insurance premiums and benefits will not apply during the year of the leave.
- 6) Group Life Insurance, Dismemberment Insurance, Extended Health Care Plan and Dental Plan benefits will be available during the member's leave of absence. One hundred percent (100%) of the total premium cost during the leave will be paid by the member.
- 7) The member shall not be entitled to the accumulation or utilization of sick leave credits during the year of absence. On return from leave, however, the member shall be entitled to any unused sick leave credits accumulated prior to taking such a leave.
- 8) Seniority shall be credited at the end of the leave as if the member were employed in the former position during the year of leave.

- 9) For employees participating in this program it is understood that there will be no eligible service credit accumulation for the period of the leave as it relates to advancement on the salary grid.

#### **H. Return From Leave**

- 1) Upon return from leave, a member will be placed in the same position in their discipline or, if said position no longer exists, the reassignment of the member will be governed by the appropriate terms of the Collective Agreement.
- 2) On return to duty, the member will be placed on the salary grid at the same position as the member would have been at the commencement of the leave. The member will be entitled to any increase in salary other than increment that the member would have received had the leave not been taken.

#### **I. Withdrawal from Plan**

- 1) Due to extenuating circumstances, a member may withdraw from the Plan. Notification in writing must be received and approved by the Office of Human Resource Services at least sixty (60) days prior to the effective date of withdrawal from the Plan.
- 2) Upon withdrawal, all the salary and allowances deferred plus accrued interest in the individual account shall be paid to the member with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies. Payment should be made as soon as possible but within sixty (60) days after receiving notification of withdrawal.
- 3) If a member retires, is dismissed, is terminated or otherwise leaves active employment with the Board while participating in the Plan, the member shall be paid such lump sum and interest accrued up to the date of the retirement, dismissal, termination or leave as the case may be with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.
- 4) The payment will be made as soon as possible but within sixty (60) days of written notice by either party due to any one of the above conditions.
- 5) Should a member die while participating in the Plan, any monies accumulated in the individual account plus accrued interest will be paid to the estate of the deceased member with the necessary deductions being made in accordance with the requirements of Canada Revenue Agency and other regulatory bodies.
- 6) The payment will be made as soon as possible but within sixty (60) days of written notice from the executor of the estate.

#### **J) Responsibility**

- 1) The Board and APSSP assume no implication of the Plan related to its effect on Members' Pension Plan provisions, income tax implications, unemployment insurance and the Canada Pension Plan. The responsibility will lie solely with the member.
- 2) It is the intent of the Board and the APSSP Bargaining Unit that leave granted under the terms and conditions of the Deferred Salary Leave Plan by the Board shall include 100% of the participant's responsibilities for the year of the leave.

## LETTER OF UNDERSTANDING – RETROACTIVITY

Retroactivity to apply to all employees including those who left the employ of the Employer after September 1, 2008.

## LETTER OF UNDERSTANDING – PREAMBLE

This following statement is included here as per the PDT agreement and is non grievable. The Waterloo Catholic District School Board and the Association of Professional Student Services Personnel are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education.

## LETTER OF UNDERSTANDING - PROFESSIONAL DEVELOPMENT AND TRAINING

The Parties recognize that commencing January 1, 2009, the Employer shall ensure that a mechanism is in place to provide the Association with opportunities to provide input on professional development and training.

To this end, the Association will be given an opportunity to provide input on professional development and training no later than March of each year through the Joint Consultation Committee and on an ongoing basis as required. The input will be considered by the Board for professional development activities for APSSP members for the following school year.

## LETTER OF UNDERSTANDING – PART-TIME POSITIONS

The Board agrees to discuss with The Association suggestions for consideration by the Board to incorporate flexible part-time positions which are other than half time (0.5 FTE).

## LETTER OF UNDERSTANDING - REQUEST FOR A REDUCTION OF FULL-TIME EQUIVALENT EMPLOYMENT STATUS

An employee may request that their “full time equivalent status” (FTE) be changed from full time to an arrangement of less than full time by submitting a request to the Senior Manager of Human Resource Services or designate. The employer will consider such requests, as well as requests to renew the arrangement from year to year, subject to operational requirements and assessment of the impact on services.

The employer maintains sole discretion to approve or deny such requests. In the event that the changes are approved, the employer will provide written confirmation of the change to the employee, with a copy to the President of the Association.

## LETTER OF UNDERSTANDING - PROVINCIAL COMMITTEES

It is agreed that all time spent by APSSP members to attend meetings of committees established as a result of provincial bargaining and are funded by the Ministry of Education shall be treated as paid time based on a regular working day.

All requests for leave to attend such meetings will be subject to approval based on operation needs. Requests for leave shall not be unreasonably denied.

## LETTER OF UNDERSTANDING – EXTERNAL PARTNERSHIPS

The Board and the Association agree to meet to discuss external partnerships with agencies in the areas of regulated health professionals, social service professionals and paraprofessionals for the delivery of services and/or programs to students with special needs and/or at-risk students. Discussions will include the scope of work of the external agencies and how this work aligns with the duties and responsibilities of Board staff.

The Board and the Association shall meet at least two (2) times per school year with the first meeting occurring no later than October 15 and the second meeting occurring no later than April 15. Additional meetings will occur on an as-needed basis such as when the Board is contemplating a new partnership.

## LETTER OF UNDERSTANDING – PROTECTED COMPLEMENT

The parties acknowledge the following APSSP Full-time Equivalent (FTE) positions within the Board as of December 31, 2019:

Social Workers	15
Speech and Language Pathologists	6
Behaviour Analysts	6

Psych Consultants	4
Psychologist	0.8
Chaplains	7

## LETTER OF UNDERSTANDING – MARKET SURVEY

The Board will engage in a market survey of the positions in the APSSP agreement during the course of this collective agreement.

## **PART A – Professional Student Services Personnel**

### **ARTICLE 1A - PROFESSIONAL DEVELOPMENT**

- 1.01A The Board and the Chapter share a desire to maintain/improve professional standards by giving employees opportunities to participate in seminars, workshops, short courses, or similar programs to keep up to date with knowledge in their respective fields. Such programs shall be arranged in consultation with, and with the approval of, the appropriate Superintendent or designate.
- 1.02A In order to attend conferences, conventions and programs noted in 17.01, leave may be granted with pay together with expenses and/or applicable registration fees, upon request to and after the approval of the appropriate Superintendent or designate.
- 1.03A Where professional organizations require annual fees for membership and/or registration and where such membership or registration is required by the Board, then the Board shall reimburse the employee the full amount of the fees upon proof of payment.

### **ARTICLE 2A - PAID HOLIDAYS**

- 2.01A It is understood that the annual salary rates set out in Appendix A of this Agreement include vacation pay and public holiday pay as required by the Employment Standards Act.

### **ARTICLE 3A – REMUNERATION**

#### **3.01A Pay Schedule**

Commencing in September of 1999, payment shall be calculated and paid in 26 bi-weekly instalments beginning no later than the second Thursday of September.

The parties agree that this payment schedule does not affect the definition of the work year as the school year.

It is understood that the sole purpose of this Article is to align the payment schedule of the APSSP Bargaining Unit with those of the other Board bargaining units and employee groups.

#### **3.01A Credits for Increments on the Salary Scale**

- (a) Upon hire, new employees shall receive credit of one (1) increment level on the appropriate salary scale for each year of prior eligible professional

experience. A year of professional experience shall be defined as one year of relevant full-time employment, or the amount of time equivalent to one year of full-time employment, but accumulated through part-time employment. Relevant employment is employment with an acceptable professional agency or organization. Eligible experience refers to experience gained through employment while holding the necessary qualifications for the position. (e.g. A new employee hired into a position that requires a master's degree will be given credit for previous relevant experience gained while holding the master's degree).

- (b) Members will be required to provide satisfactory confirmation of the effective date of their educational qualifications from the recognized educational institution from which they received their credentials before being given final confirmation of credits for grid placement. Where such verification is not provided, the date of convocation on the Degree or Diploma will be used to determine the effective date of the qualifications.
- (c) Full-time employees shall move up the salary scale at the rate of one increment per school year with the Board, on September 1, provided that they did not have any breaks in service.
- (d) Part-time employees will have their increments prorated based on the time worked over the school year.

3.03A Part-time employees will be paid in accordance with the annual salaries set out in Appendix A prorated to the full-time equivalency (FTE) worked by the employee.

Example: an employee working 0.6 FTE will be paid the applicable annual salary times 0.6. This prorated annual amount will then be paid in accordance with the pay schedule in effect (Appendix A).

## SALARY SCHEDULE A

The salary schedules and categories are set forth in Appendix A to this Collective Agreement.

The daily rate of pay for the school year will be calculated as follows: Rate of pay in

Appendix A divided by 194 days equals the daily rate.

## LETTER OF UNDERSTANDING A – LOCATION/SCHOOL ASSIGNMENTS

Each year by April 1, supervisors shall request that employees indicate their ranked preferences by Family of Schools with respect to the schools employees support.

While consideration will be given to the indicated preferences, decisions will be made based on student

needs.

Supervisors shall notify employees of their tentative assignments for the next school year by June 1.

Assignments are subject to change due to changes in funding, budget considerations and needs of schools.

Supervisors shall provide a minimum of two weeks' notice for any change in assignment that occurs after the start of the school year.

## LETTER OF UNDERSTANDING A – HOURS OF WORK

In consideration of the nature of the work performed and the payment of the respective salaries as a per diem, there are no defined working hours for APSSP employees. In general, the professionalism of employees are relied upon to observe appropriate hours in order to provide adequate service to students. It is recognized that hours may be extended or modified due to specific responsibilities – phone calls, meetings, crises. Time for lunch should not be taken at the beginning and end of day.

## LETTER OF UNDERSTANDING A – PROFESSIONAL DEVELOPMENT REQUESTS

The parties agree to meet during the term of the collective agreement to discuss a process for requesting approval to attend paid conferences, conventions and programs noted in 17.01, The process will include the submission of an electronic request form to the employee's supervisor and Principal of Student Services and Education and Community Partnership Programs.

## LETTER OF UNDERSTANDING A – WORKING FROM HOME

Employees may request to work remotely, in accordance with *APS 049 Remote Work* on professional development day(s) that align with their primary work location, and where they are not required to participate, lead or attend in person professional development. All employees must be accessible and able to attend the worksite, if necessary

## **PART B - CHAPLAINS**

### **ARTICLE 1B – HOURS OF WORK**

- a) The normal workweek for full-time chaplains will be thirty-five (35) hours per week consisting of seven (7) consecutive hours each day, Monday through Friday with a one hour break for lunch. A reduced lunch break may be taken upon mutual agreement of employee and supervisor.
- b) All regular work hours shall be scheduled between 6:00 a.m. and 5:00 p.m. It is understood that on certain occasions employees may be required to work outside of those times such as during school events which take place outside the workday or in exigent circumstances.
- c) Notwithstanding the above, where it is a requirement of a particular assignment, that work be scheduled outside of the normal workweek schedule or the normal starting and stopping times, such requirements will be made clear in the posting of said position.

### **ARTICLE 2B – LIEU TIME**

2.01 (a) Chaplains are required to work additional hours as part of their regular duties, such as, but not limited to attending after hour meetings, student retreats, responding to emergency or crisis situations. In recognition of the additional work hours chaplains will receive lieu time in accordance with the provision of the lieu time entitlement for their assignment.

(b) Chaplains in an elementary school assignment are not required to remain overnight at student retreats. Should the chaplain in the elementary school assignment choose to remain overnight, it is understood that they are not working or required to supervise students after their planned retreat activities.

#### **2.02 Secondary School Assignment – Lieu Days**

- a) Chaplains primarily assigned to a secondary school will be granted three (3) lieu days with pay at the beginning of September to be used during that school year as compensation for the additional work hours that are required during the year.

- b) Lieu days will be prorated for chaplains in a secondary school assignment that start after October 1<sup>st</sup>, are on leave in excess of (thirty) 30 consecutive calendar days or transferred to another assignment in excess of (thirty) 30 consecutive calendar days.
- c) The use of lieu time must be approved by each chaplain's immediate supervisor.
- d) The three (3) lieu days must be used prior June 30 each year. Carryover of lieu days will only be approved under exceptional circumstance. Unused lieu days will not be paid out.
- e) Under exceptional and unusual circumstances that are inconsistent with the daily demands of a chaplain's role, additional lieu time may be approved by the chaplain's immediate supervisor at straight time for hours worked in excess of (thirty-five) 35 hours in a week.

#### 2.03 Elementary School Assignment – Lieu Days

- a) Chaplains primarily assigned to an elementary school may adjust their thirty-five (35) hour work week to reflect their program schedule and needs.
- b) Hours worked in excess of 35 (thirty-five) hours in a week, or during a school break, by a chaplain in an elementary school assignment must be preauthorized by their immediate supervisor, where possible. In the event of an emergency or crisis, the chaplain shall notify their immediate supervisor of any extra hours worked, as soon as possible.
- c) Lieu time will be accumulated, at straight time, for approved additional hours in excess of 35 (thirty-five) hours per week.
- d) Chaplains are required to maintain an updated spreadsheet of all accumulated and used lieu time. This spreadsheet needs to be submitted to their supervisor on a monthly basis.
- e) Any lieu time earned from September 1 to June 30 must be taken before December 31 the following school year, unless an extension is mutually agreed upon. Should there be any outstanding accumulated lieu time not taken as of December 31, the outstanding lieu time will be paid out at the elementary chaplain's hourly rate by January 31.

2.04 Chaplains who work in excess of forty-four (44) hours per week (Sunday to Saturday) may be entitled to overtime pay at one and one half (1 ½) times their regular pay (Hourly Rate), per the *Employment Standards Act*. Nothing in this

agreement removes or alters the exceptions to overtime pay indicated in the *Employment Standards Act*.

### ARTICLE 3B – RECOGNIZED HOLIDAYS

a) The following shall be recognized as paid statutory holidays:

Thanksgiving	Good Friday
Day Before Christmas	Easter Monday
Christmas	Victoria Day
Boxing Day	Canada Day
New Year’s Day	Labour Day
Family Day	

b) In addition, a floating holiday in lieu of Remembrance Day shall be taken at a mutually selected time.

c) Access to paid statutory holidays is subject to the conditions under the *Employment Standards Act*.

d) When a paid statutory holiday as outlined in (a), with the exception of Easter Monday and the day before Christmas, falls on a Saturday or Sunday, the Friday preceding the holiday or the Monday following the holiday, whichever is mutually agreed on, will be considered the holiday.

### ARTICLE 4B – VACATION PAY

Permanent and probationary chaplains shall be granted vacation pay in addition to their salary for credited service prior to September 1st of the vacation year on the following basis:

<b>Years of Service</b>	<b>Employees working less than 52 weeks per year</b>
Less than 1 year	6%
After 1 year	6%
After 5 years	8%
After 10 years	10%
After 15 years	12%

## ARTICLE 5B – PROFESSIONAL DEVELOPMENT AND FEES

- a) The Board shall reimburse the costs associated with the Catholic School Chaplains of Ontario (CSCO) Membership Fee.
- b) Chaplains approved by the Board to attend the CSCO annual conference, as well as the annual Meeting of the Hamilton Diocese as part of their duties, shall be reimbursed for the associated costs in accordance Board Procedures (ie. mileage, registration fees, meals, etc.). Where these events occur during work hours, the chaplain’s schedule will be adjusted where it is operationally feasible.

## ARTICLE 6B – STAFFING

### 6.01 Maximum Retreats

Chaplains will not be scheduled to attend more than 20 retreats in a school year, unless there is vacancy due to an illness or unforeseen circumstance.

### 6.02 Coverage of Absences

The Board will endeavour to hire and retain a Casual Supply Chaplain to provide supply coverage.

In addition, the Board shall post a job for a temporary replacement of any chaplain that is anticipated to be absent for greater than 3 weeks at a time.

### 6.03 Orientation

Newly hired chaplains shall be given an orientation, which includes no less than 3 days working alongside an existing chaplain to orient them to their new role.

Upon hire chaplains shall be provided with a link to their Collective Agreement and contact information for their local APSSP president.

## ARTICLE 7B – CELLPHONES

The Board agrees to provide chaplains in the elementary school assignment with a Board issued cellphone.

## ARTICLE 8B – PAY SCHEDULE

8.01 The salary is set forth in Appendix X. A chaplain's daily rate of pay is found by taking the annual salary, inclusive of statutory holiday pay and dividing it by 194 (days in a school year). A chaplain's hourly rate is the daily rate divided by 7 (daily hours of work).

Chaplains hired prior to September 1, 2018 will be paid over 52 weeks beginning no later than the second Thursday of September.

Chaplains hired after September 1, 2018 will be laid off during school break periods, and their annual salary will be paid over 39 weeks beginning no later than the second Thursday of September.

## LETTER OF UNDERSTANDING B – TRANSFER PROCESS

A committee consisting of two representatives of the Board and two representatives of APSSP shall meet for the purposes of developing a transfer process for Chaplains to enable them to move between assignments within the Board.

## LETTER OF UNDERSTANDING B – JOB EVALUATION

The parties agree to include the Chaplain classifications in the upcoming market survey and market adjustment process anticipated for the Board's PASS employee group.

## LETTER OF UNDERSTANDING B – ORGANIZATIONAL STRUCTURE

The Board agrees to put out a memo or other communication which clarifies and describes the supervision and reporting relationship between chaplains and applicable Board staff.

Notwithstanding the above, any superior terms and conditions of employment for the Chaplains which existed immediately prior to this agreement shall prevail.