

COLLECTIVE AGREEMENT

Between

Durham Catholic District School Board
(hereinafter called the Board)



– and –

**Association of Professional
Student Services Personnel**
(hereinafter called the Association)

September 1, 2019 to August 31, 2022

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APPENDIX I

EWAO-ATEO – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Single Collective Agreement

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

C2.00 DEFINITIONS

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

EWAO-ATEO refers to the designated employee bargaining agency pursuant to subsection 20 (2) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which EWAO-ATEO is the designated employee bargaining agency.

The EWAO-ATEO is composed of:

1. Association des enseignantes et des enseignants franco-ontariens.
2. Association of Professional Student Services Personnel.
3. Dufferin-Peel Education Resource Workers’ Association.
4. Educational Assistants Association.
5. Halton District Educational Assistants Association.
6. Service Employees’ International Union, Local 2.
7. Unite Here, Local 272.

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

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

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Term of Letters of Agreement

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

C3.4 Amendment of Terms

- a) In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, the central terms of this agreement, excepting term, may be amended at any time

during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C3.5 Notice to Bargain

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

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

- a. A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b. The “Central Parties” to the grievance process shall be defined as the Council of Trustees’ Association and the Education Workers Alliance of Ontario/Alliance des travailleuses et travailleurs en éducation de l’Ontario (EWAO-ATEO)
- c. The “Local Parties” shall be defined as the parties to the collective agreement.
- d. “Days” shall mean any day other than Saturday, Sunday, or statutory holiday.

C4.2 Central Dispute Resolution Committee

- a. There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of three (3) representatives from the Council of Trustees’ Association,

two (2) representatives of the Crown and up to five (5) representatives from the EWAO-ATEO.

- b. The Committee shall meet at the request of one of the central parties. The Committee may meet in person, by teleconference or video conference or in any other manner agreeable to the committee.
- c. The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee using the form as per Appendix A.
 - ii. To engage in settlement discussions, and to mutually settle a dispute or grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d. The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e. Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g. Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.
- h. All settlements and arbitration decisions shall be translated into English or French, as applicable.

C4.3 French Language

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

C.4.4 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.

C.4.5 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.

C.4.6 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.

C.4.7 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:

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.

Funding

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

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

- c) Funding amounts:
 - i. September 1, 2019: 1%
 - ii. September 1, 2020: 1%
 - iii. September 1, 2021: 1%

- d) In addition to c), as per Memorandum of Understanding #2, the funding amounts below will also be made available:
 - i. September 1, 2019: 3%
 - ii. September 1, 2020: 3%.
 - iii. September 1, 2021: 3%.

- e) For the purposes of clarity, the maximum per-FTE funding amounts payable by the Crown in accordance with paragraphs c) and d) above shall be as follows:
 - i. September 1, 2019: \$5,916.79 per FTE;
 - ii. September 1, 2020: \$6,153.46 per FTE; and
 - iii. September 1, 2021: \$6,399.60 per FTE.

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.

Full-Time Equivalent (FTE) and Employer Contributions

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

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.

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.

Privacy

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

C6.00 SICK LEAVE

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

Definitions:

The definitions below shall be exclusively used for this article.

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

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

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

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

"Casual Employees" means,

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

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

“Fiscal Year” means September 1 to August 31.

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

a) Sick Leave Benefit Plan

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

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

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

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

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

Employees on Long Term Supply Assignments

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

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

Permanent Employees

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

Employees on Long Term Supply Assignments

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

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

d) Eligibility and Allocation

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

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

Permanent Employees

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

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

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) sick leave days payable at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability leave days based on the provisions outlined in c) above reduced by any paid sick days already taken in the current fiscal year.

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the

allocation outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

Employees on Long Term Supply Assignments

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

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

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

e) Refresh Provision for Permanent Employees

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

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

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

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

f) WSIB & LTD

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

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

g) Graduated Return to Work

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

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

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

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

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

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

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

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

h) Proof of Illness

Sick Leave Days Payable at 100%

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

Short Term Disability Leave

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

In either instance where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the Union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school Board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

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

i) Notification of Sick Leave Days

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

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

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

Contributions for OTPP Plan Members:

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

OTPP contributions based on 100% of the employee/plan member's regular pay.

- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

Employees accessing short term disability leave as set out in paragraph c) will have access to any unused sick leave days from their last fiscal year worked for the purpose of topping up wages to one hundred percent (100%) under the short-term disability leave.

This top-up is calculated as follows:

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

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

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

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

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

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

C7.2 Membership

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

C7.3 Co-Chair Selection

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

C7.4 Meetings

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

C7.5 Agenda and Minutes

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.
- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

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

C7.7 Cost of Labour Relations Meetings

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

C8.00 EWAO-ATEO MEMBERS ON PROVINCIAL COMMITTEES

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

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

C10.00 CENTRAL BARGAINING

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

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

APPENDIX A

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

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

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

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

Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: STATUS QUO CENTRAL ITEMS

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

Items:

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: JOB SECURITY - PROTECTED COMPLEMENT

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

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

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

3. For the purpose of this Letter of Agreement, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: PROFESSIONAL DEVELOPMENT

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: SCHEDULED UNPAID LEAVE PLAN

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

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

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

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

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

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS.

The following clause is subject to either Teacher Pension Plan amendment or legislation:

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

Scheduled Unpaid Leave Plan (SULP) with the following principles:

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

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: SICK LEAVE

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: CENTRAL LABOUR RELATIONS COMMITTEE

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: MINISTRY INITIATIVES

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

RE: MINISTRY INITIATIVES COMMITTEE

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

RE: PROVINCIAL WORKING GROUP – HEALTH & SAFETY

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: VIOLENCE PREVENTION TRAINING

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: PROFESSIONAL ACTIVITY (PA) DAY

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: SPECIALIZED JOB CLASSES

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: JOB SECURITY - MERGERS, AMALGAMATIONS OR INTEGRATION

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

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: STATUS QUO CENTRAL ITEMS REQUIRING AMENDMENT AND INCORPORATION

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

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

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

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive ***[insert either (i) 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks or (ii) local superior provision reflecting status quo]*** immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Plan (STLDP).
- b) Full-time and part-time permanent employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.

- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

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

Short Term Paid Leave Plans

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

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

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

WSIB TOP-UP

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

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

RETIREMENT GRATUITIES

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

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

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

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

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

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

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

Historical Appendix of Central Terms – For Reference Only

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

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

AND

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

AND

The Crown

RE: BENEFITS

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

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

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

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

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

1.0.0 GOVERNANCE

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

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

2.0.0 ELIGIBILITY and COVERAGE

- 2.1.0 The following EWAO-ATEO represented employees are eligible to receive benefits through the Trust:
- 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
 - 2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the "Board(s)" benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 2.1.4 No individuals who retire after the Board Participation Date are eligible.
- 2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 2.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 Start-Up Costs

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

3.2.0 On-Going Funding

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

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

- 3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.8 The Trust shall retain rights to the data and the copy of the software systems.
- 3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education. Total Cost excludes retiree costs. The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
 - ii) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
 - c. All amounts determined in this Article 3 shall be subject to a due diligence review by EWAO-ATEO. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by EWAO-ATEO. If any amount cannot be agreed between EWAO-ATEO and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either EWAO-ATEO or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either EWAO-ATEO or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 3.2.10, EWAO-ATEO or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, for defined benefit plans, the Boards will contribute to the Trust the amount determined in s. 3.2.9 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to 3.2.9 (d) and 3.2.9 (e) will be added to the base funding in 2016-17.
- g. With respect to 3.2.9 (d) and 3.2.9 (e) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- j. Funding previously paid under 3.2.9 (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and EWAO-ATEO.

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

4.0.0 TRANSITION COMMITTEE

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

5.0.0 PAYMENTS

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

6.0.0 ENROLMENT

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

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 7.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 7.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 7.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon 30 days written notice.

8.0.0 CLAIMS SUPPORT

- 8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

9.0.0 PRIVACY

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

Appendix A – HRIS File

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

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

PART B – LOCAL TERMS AND CONDITIONS

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PREAMBLE

The Durham 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.

ARTICLE 1 - PURPOSE

1:01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

2:01 The Board recognizes the Association as the sole and exclusive bargaining agent for all Professional Student Services Personnel employed by the Durham Catholic District School Board such as Speech/Language Pathologists, Child and Youth Counsellors, Psychometrists, Psychological Associates, Psychologists, Social Workers/Attendance Counsellors, Communicative Disorders Assistants, Orientation and Mobility Specialist, and Board Certified Behaviour Analyst in the Regional Municipality of Durham save and except coordinators and persons above the rank of coordinators.

2:02 The Board shall not engage or assign any person outside the bargaining unit to perform job functions carried out by the employees covered by this Collective Agreement, except in cases of emergency or for the purposes of professional instruction.

Exceptions not listed will be mutually agreed upon.

2:03 No bargaining unit employee shall be laid off, have their regularly scheduled work day or regularly scheduled work week reduced, or be terminated as the result of the Board contracting out any of its work or services.

2:04 The parties will establish a Joint Committee to review issues in relation to the caseloads of employees within the bargaining unit. The Committee will be composed of two (2) APSSP representatives and two (2) representatives of the Board.

ARTICLE 3 - NO DISCRIMINATION

3:01 Both parties agree to observe and abide by the terms of the Ontario Human Rights Code and the Ontario Labour Relations Act and the Regulations pertaining thereto, with respect to the application of this Agreement and with respect to the practice of discrimination and harassment.

The Board and the Association agree that every employee has the right to freedom from harassment in the workplace. Any employee covered by this Agreement who feels he/she is the victim of harassment shall have the right to seek redress in accordance with Board policy.

ARTICLE 4 - ACCESS TO PERSONNEL FILES

- 4:01 The parties agree to comply with the current established administrative procedure (AP401) regarding employee access to their personnel file and in addition:
- (i) a representative of the Association may be present during the review of the file;
 - (ii) the employee may obtain photocopies of any document in the file, if so requested by the employee; and
 - (iii) should the employee find any inaccuracy or incompleteness of information in the file, and the Board is in agreement, such documentation shall be corrected immediately. In the event the Board is not in agreement, the employee shall have the right to respond in writing to the documentation contained therein and this correspondence from the employee shall become part of the file.
- 4:02 The Board shall not rely on any disciplinary document or record of suspension after a period of eighteen (18) months from the date of the document, provided that the employee's record has been discipline-free during that eighteen (18) month period of time. Once the discipline-free eighteen month period has elapsed, the employee may rely upon a clear record for all purposes.

Effective August 30, 2017, the Board shall not rely on any disciplinary document or record of suspension after a period of twenty-four (24) months from the date of the document, provided that the employee's record has been discipline-free during that twenty-four (24) month period of time. Once the discipline-free twenty-four (24) month period has elapsed, the employee may rely upon a clear record for all purposes.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5:01 a) The Association recognizes and accepts that it is the sole and exclusive right and obligation of the Board to manage the affairs of the Board and to determine policies except as may be expressly agreed otherwise in this agreement.
- b) The Board agrees that in the exercising of its management rights and in the administration of this Collective Agreement, it shall act in a fair, just and reasonable manner.
- 5:02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

ARTICLE 6 - COPIES OF AGREEMENT

- 6:01 The Board, through its Intranet website, will provide an electronic copy of the Agreement to all members of the Association upon every renewal and refer new employees to same at the time of hire. The Board will forward fifteen (15) hard copies to the Local President for Association purposes.

ARTICLE 7 - STRIKES AND LOCKOUTS

7:01 The parties agree that there shall be no strikes or lockouts during the term of this Agreement. The terms "strike" and "lockouts" shall be interpreted in accordance with the definitions set out in the *School Boards Collective Bargaining Act* and the Ontario Labour Relations Act, R.S.O. 1995.

During any disruption of work by other employee groups within this Board, all members of the bargaining unit will perform only their regular professional duties.

ARTICLE 8 - ASSOCIATION REPRESENTATION

8:01 For the purpose of Collective Bargaining between the parties, the Board shall recognize an Association Committee of up to a maximum of five (5) members if the parties are meeting during regular working hours, and up to six (6) members if the parties are meeting outside of regular working hours. The Association Committee may be assisted by an Association representative or other counsel.

8:02 The Association shall inform the Board in writing of the name and the position of each of the Officers of the Association, the members of the Negotiating team and the Association Grievance Committee (8:03) as selected from time to time. The Board will not be required to recognize any such members until it has been so notified.

8:03 The Association may appoint a Grievance Committee consisting of three (3) members of the bargaining unit.

8:04 The Authorized representatives of the Association shall be permitted to transact business of the Association with members on Board property provided that such business does not interfere with, or interrupt, normal operations.

8:05 It is understood that the members of the Negotiating Committee and Grievance Committee shall not absent themselves from their duties unreasonably and that, in accordance with this understanding, the Board shall compensate the members of these committees at their regular rate of pay while attending meetings with management up to but not including the Conciliation stage and while processing grievances up to but not including the Arbitration stage. However, compensation will not be paid for such time spent outside the committee members' regular working hours.

ARTICLE 9 – COMMUNICATIONS

9:01 Communications between the parties arising out of this Agreement or incidental thereto shall be between the Superintendent - Human Resources Services or designate within the Human Resources Services Department and the Secretary of the Association.

9:02 Joint Consultation Labour Relations Committee

The committee will consist of three (3) representatives appointed by the Board and three (3) appointed by the Association. Other appropriate resource staff may be appointed by mutual agreement. The committee will meet to discuss matters of mutual interest as soon as possible following notice by one party to the other of items for discussion.

9:03 The Board will provide a bulletin board for the postings of Association notices or communications to bargaining unit employees. The Board reserves the right to refuse to accept material for posting that it deems inappropriate.

9:04 (1) Where an employee wishes to revise their legal name of record on file with the Board, the employee is required to provide acceptable and appropriate documentation to properly substantiate the name change. In such cases, the Board would accept documentation from the Canada Revenue Agency (CRA) or Service Canada which is also linked to the requesting employees' Social Insurance Number (SIN). In reviewing such requests, the Board reserves the right to require additional or supplementary documentation to substantiate such an approved name change.

9:04(2) Employees are obligated in their employment to advise the Board of any changes to their phone number and home address. Where there is a change, the employee is required to make the revision via the Board's e-Serve module.

9:04(3) Where an employee requires a change to their benefit coverage or beneficiary, the employee is required to properly notify the benefit provider under the Union's Employee Life Health Trust.

9:05 Restructuring

- a) Where the Board establishes a new job classification appropriate to the bargaining unit, the Association shall be notified, in writing, of such along with the proposed rate of pay. Where the Association disagrees with the proposed pay rate, the parties will meet as soon as possible to try and resolve the matter.
- b) Where the Board plans to delete an existing category or classification from the bargaining unit, the Board agrees to meet with the Association as soon as possible in advance of the changes, to try and diminish the adverse effects of the change on the bargaining unit membership.

9:06 Newly Hired Employees

The Board will acquaint newly hired employees with the fact that the Association is the exclusive bargaining agent. The Board will direct new hires to the collective agreement between the parties on the Board's website. The Board will also provide these employees with the names of their Association representatives.

ARTICLE 10 - GRIEVANCE PROCEDURE

10:01 Employee Grievance

Step 1

In the event that an employee has a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Board, the

employee shall first attempt to resolve the dispute verbally with the Superintendent of Education - Student Services.

If the dispute is not resolved, the written grievance shall be submitted to the Superintendent of Education - Student Services no later than ten (10) working days of the time the employee becomes aware of the cause of a grievance. The employee(s) concerned, with a member of the Association Committee, shall meet within ten (10) working days or such time as is mutually agreeable between the Board and the Association Committee with the Superintendent of Education - Student Services. In this step and the following steps, the Board will arrange the time of the meetings and at the meeting of each step will provide a verbal answer to the grievance.

Step 2

In the event that the grievance is not settled satisfactorily, the grievance may be advanced to Step 2 and a meeting will be held within ten (10) working days of the receipt of the answer at Step 1 or such time as is mutually agreeable between the Board and the Association Committee with the Superintendent - Human Resources Services and applicable resource staff.

Step 3

In the event that the grievance remains unsettled, the grievance will be sent to the Director of Education or designate within ten (10) working days. The Director of Education or designate shall, within ten (10) working days of receipt of the grievance or such time as is mutually agreeable between the Board and the Association Committee, hold a meeting with the Association Committee at which time the grievance will be discussed. The Director of Education or designate will then render the Board's decision in writing within ten (10) working days of the date of such meeting.

If no resolution of the grievance is reached in Step 3 of the procedure, the grievance may be referred to Arbitration (Article 11).

10:02 Policy Grievance

- a) The Association may initiate a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Board by submitting a written grievance to the Superintendent of Education - Student Services and the Secretary of the Association within ten (10) working days of the time the Association becomes aware of the cause of the grievance.
- b) The Board may initiate a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Association by filing a written grievance with the Secretary of the Association within ten (10) working days of the time the Board becomes aware of the cause of the grievance.
- c) The Association Grievance Committee and the representatives of the Board will meet to discuss the difference within ten (10) working days of the submission of a grievance in accordance with (a) or (b) above.
- d) If the parties are unable to resolve the grievance within ten (10) working days of

the date of the meeting, a grievance under (a) may be referred by the Association to Step 3 of the grievance procedure and a grievance under (b) may be referred by the Board to arbitration in accordance with Article 11.

- 10:03 The time limits fixed in both the grievance and arbitration procedures may be extended by consent of both parties. Where no answer is given within the time limits specified in the grievance procedure, the employee concerned, the Association or the Board, as appropriate, shall be entitled to submit the grievance to the next Step of the procedure.
- 10:04 It is agreed that witnesses and/or counsel may be called by either party to assist in resolving grievances.

10:05 Group Grievance

In the event that the employees or the Association presents more than one grievance on the same or related subject, such complaints may be dealt with as one and the same grievance for the purposes of this procedure, even if more than one employee is involved.

- 10:06 Committee members shall be allowed to leave their work for the purpose of the handling of grievances, without loss of pay, provided the Committee members concerned have first obtained permission from the Superintendent of Education-Student Services or designate.

ARTICLE 11 – ARBITRATION

- 11:01 a) Within thirty (30) days of receipt of the decision rendered at Step 3, the Association will notify the Board of their desire to proceed to Arbitration and at the same time shall propose one or more sole arbitrators to adjudicate the grievance.
- b) Within five (5) days of receipt of notice to proceed to Arbitration, the party receiving the notice shall respond in writing either agreeing to one of the proposed arbitrators or proposing one or more alternative arbitrators to serve as sole arbitrator on the matter.
- c) If the parties are unable to agree upon the selection of a sole arbitrator, either party may have the right to request that an arbitrator be appointed by the Minister of Labour. Each party shall jointly and equally bear the fees and expenses of the arbitrator. The sole arbitrator so appointed shall not be authorized to alter, modify, or amend any part of this Agreement, or make any decision or decisions inconsistent with the provisions thereof. The decision of the sole arbitrator shall be final and binding on the parties.
- d) No grievance shall be submitted for arbitration which does not involve a question concerning the interpretation, application, administration, or alleged violation of this Agreement and shall include whether the matter is arbitrable.
- e) Each party shall bear the expenses of its representatives, participants, witnesses, and the preparation and presentation of its own case.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

- 12:01 The unlawful termination of a probationary employee shall be subject to the grievance procedure.
- 12:02 A claim by a probationary employee that he/she has been unjustly suspended or disciplined, and a claim by a seniority employee that he/she has been unjustly discharged, suspended or disciplined, may be the subject of a grievance, if a written statement of such grievance is filed at step 2 of the grievance procedure within five (5) working days from the receipt of written reasons for the discipline, suspension or discharge. The term discipline includes written warnings or reprimands, and any penalty imposed on an employee including suspension.
- 12:03 Such grievance may be settled under the grievance procedure, Article 10, including arbitration, provided by this Agreement commencing at Step Two, by:
- a) confirming the dismissal of the employee;
 - b) reinstating the employee with full compensation for time lost; or
 - c) by any other arrangement which is considered just and equitable.
- 12:04 In the event an employee is to be disciplined or discharged, the employee is entitled to be accompanied by a representative of the Association.
- 12:05 No employee shall be disciplined or discharged without just cause. The Board shall provide written reasons for any discipline to the employee within five (5) working days of the imposition of the discipline. The Association shall receive a copy of the written reasons provided the employee has completed the probationary period.

ARTICLE 13 - SENIORITY

- 13:01 Seniority shall be based on the employee's length of service and shall commence with the date of the employee's last date of hire.

13:02 Probationary Employees

An employee is considered a probationary employee for the first ten (10) calendar months of service and will have no seniority rights during that period. After the completion of ten (10) calendar months of service, where July and August do not count as calendar months, the employee shall be considered a permanent employee and the employee's seniority shall date back to the date on which the employee was last hired by the Board.

13:03 Temporary and Replacement Employees

Employees hired by the Board for a temporary position, or to replace a regular employee who is on leave, shall not have any seniority rights. If the temporary/replacement employee is employed for longer than ten (10) consecutive calendar months without a break in service, where July and August do not count as calendar months, seniority

shall be granted as of the date of last hire, and the employee shall be treated under this Collective Agreement as a regular employee.

Note: Broken service is normally where the employee is absent from the workplace without pay for a period longer than ten (10) consecutive work days.

13:04 **Employee Groups**

For the purposes of this Agreement, employees shall be divided into seven (7) groups as follows:

<u>Group 1</u>	Psychologists/Psychometrists/Psychological Associates
<u>Group 2</u>	Speech/Language Pathologists
<u>Group 3</u>	Social Workers/Attendance Counsellors
<u>Group 4</u>	Child and Youth Counsellors
<u>Group 5</u>	Communicative Disorders Assistants
<u>Group 6</u>	Orientation and Mobility Specialist
<u>Group 7</u>	Board Certified Behaviour Analyst

13:05 **Layoff and Recall and Loss of Seniority**

In the event of a lay off, the Board agrees that employees shall be laid off in the reverse order of their seniority within each group, provided that the employees who remain on the basis of seniority are qualified to perform the available work.

13:06 Recall after lay off shall be based on seniority in each group separately, except that an employee may be recalled out of line of seniority where there is no other employee for recall who is qualified to perform the available work.

13:07 The Board will provide a seniority list to the Association on an annual basis by no later than November 30 of each school year showing employee seniority accumulated in the bargaining unit as of August 31 of each year.

13:08 Recall to work will be by registered letter addressed to the employee at the last address registered with the Board. A copy of the letter will be provided to the Association. An employee who is recalled to work must signify intention to return to work within ten (10) working days after the notice of recall was sent out and must return within a further ten (10) working days or forfeit the right of recall.

A laid off employee who cannot return to work within the allotted time as the result of illness shall not lose recall rights, provided that the employee advises the Board within the ten (10) working days of the intention to return to work and provides an approximate return date. The employee shall provide medical evidence of illness or injury which is acceptable to the Board.

13:09 Permanent employees who are laid off because of lack of work will be retained on the seniority list for two (2) years from the date of lay off. During the two-year period, the employee will be subject to recall to work if suitable work becomes available which the employee is qualified to perform.

- 13:10 An employee shall lose all accumulated seniority whenever an employee:
- a) resigns, retires or is discharged; and
 - b) is absent without leave for five (5) working days without an explanation acceptable to the Board, or has failed to communicate any explanation to the Board within the five (5) working days; and
 - c) has been laid off for more than twenty-four (24) consecutive months.
- 13:11 Unless legislation is more favourable to the employees, the Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. The Board will notify the Association of a complement reduction in accordance with the Letter of Agreement #3 of Part A of the Collective Agreement.
- 13:12 No employee who has completed probation will be laid off while there is a temporary/replacement employee working in the same classification.
- 13:13 **Merger/Amalgamation**

In the event the Board merges, or amalgamates with another Board, or combines any of its operations or functions with another Board, the Board shall make all reasonable efforts to ensure that the representation rights and the collective agreement of APSSP Durham Chapter are maintained until a final determination is made under the Ontario Labour Relations Act as to the proper representation of the employees, and the collective agreement in effect.

ARTICLE 14 - JOB POSTINGS

- 14:01 When a vacancy is created (either in an existing position or as a new position within the scope of this collective agreement) for either a permanent position or a temporary position which is expected to be for a period of six (6) months or more, including an extension to a temporary position if that extension is expected to be for a period of six (6) months or more, the job will be posted for five (5) working days on the Board's website. In addition, the Board shall send an electronic job posting to all employees of the bargaining unit to advise them of that fact.

Where the Board decides not to fill a vacancy in the bargaining unit, the Board agrees to notify the Association in writing of this decision.

- 14:02 Where more than one employee from the bargaining unit applies for a job, the Board shall consider the following factors:
- a) qualifications, experience and competency; and
 - b) seniority.

Where qualifications, experience and competency are relatively equal, seniority shall be the governing factor.

- 14:03 Bargaining unit employees who have the appropriate qualifications and experience will be interviewed by the Board according to established procedures. An unsuccessful

employee will be advised of the Board's decision and will be granted a debrief upon request.

14:04 Where there are no qualified and capable applicants, under 14.02 and 14.03, the Board may fill the vacancy from outside the bargaining unit.

14:05 An employee may request that the regular hours of work be changed from full-time to part-time by submitting a request to the Superintendent of Education - Student Services. In the event that the Board approves the change in hours of work, the Board will provide written confirmation of the change in hours of work to the employee, with a copy to the President of the Association. The reduction in hours of work shall be for one (1) school year and may be extended for one additional school year to a maximum of two (2) school years. Each request will be considered and may be approved at the sole discretion of the Superintendent of Education – Student Services. At the conclusion of the second year of reduced FTE, the employee must choose to revert back to their original FTE or reduce their FTE on a permanent basis.

In filling the remaining hours of the employee's schedule, consideration will first be given to employees in the same classification who work less than full-time hours, on the basis of seniority.

ARTICLE 15 - ASSOCIATION SECURITY

15:01 Association dues will be collected by the Board, equally over 26 pays from those employees of the Board covered under this collective agreement. The dues shall be forwarded to the Treasurer of the Provincial Association with a list of employees for whom the deductions were made.

15:02 The Board shall show the amount of the Association dues paid by an employee on the employee's T4 slip for income tax purposes.

ARTICLE 16 - EMPLOYEE BENEFITS

Employee Benefits shall be in accordance with Part A, Central Terms, Article C5.00 Re: Benefits of this Collective Agreement and as follows:

16:01 Detailed information regarding Long Term Disability is provided in the LTD booklet for the bargaining unit. The LTD booklet is available to all permanent employees and temporary replacement employees who qualify for benefits under Article 16.03 of this Agreement on the Board's intranet.

For newly hired permanent employees and temporary/replacement employees who qualify for LTD benefits under Article 16.03 of this Agreement, it is understood and agreed that the benefits described in the above paragraph shall commence the first day of the month immediately following date of hire.

The Canada Pension Plan and the O.M.E.R.S. Plan, as currently integrated with other appropriate benefits (eg. L.T.D.), will be continued.

16:02 Sick Leave

This article will be administered in accordance with Article C6.00 of Part A of the collective agreement and the following:

- a) The employee's record of sick leave utilization, exclusive of STLDP, will be recorded electronically and the employee shall have access to his/her record each pay period.
- b) Where the Board has reasonable grounds to suspect abuse of the sick leave provisions based on past absenteeism patterns, the Board will not be responsible for the reimbursement of the cost of a medical certificate. Otherwise, where the Board requests a medical certificate for any absence, the Board will reimburse the employee for the cost, if any, of the medical certificate.

16:03 Long-Term Disability Insurance

Employees shall pay one hundred (100%) percent of the premium for the Long-Term Disability Plan in effect. The benefit shall be 73.67% (less OMERS contributions) of the employee's regular gross earnings to a maximum benefit of \$6,000 per month. Employees may not use sick leave to top-up salary from received benefits.

16:04 Workplace Safety and Insurance

If an employee is prevented from performing his/her regular work with the Board on account of an occupational injury or illness that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Board will supplement benefits in accordance with Letter of Agreement #2 Part A of the Central Terms of the 2014-17 collective agreement. In no event will an employee receive more salary or wages in one year than the employee's regular annual net pay as computed by the Board.

16:05 Ontario Municipal Retirement System

The Board's and employees' contributions to the Ontario Municipal Retirement System (OMERS) will be deducted or paid in compliance with the OMERS Act.

ARTICLE 17 - LEAVES OF ABSENCE

17:01 Pregnancy/Parental Leave

This article will be administered in accordance with Part A of the collective agreement and shall conform with *Employment Standards Act, 2000*, as amended from time to time.

- a) The Board, if requested, shall grant a pregnancy or parental leave to an employee not to exceed a total of two (2) years.
- b) The employee will return to their own job provided their leave is no longer than one (1) year. Where technological changes have occurred, the employee shall receive appropriate training in order to fulfill the requirements of the job. An employee who extends the leave beyond the one (1) year period shall be placed in a comparable position as held prior to the leave.
- c) Seniority continues to accrue during the pregnancy and/or parental leave.
- d) The supplementary unemployment benefit plan for employees on pregnancy leave shall be in accordance with the Letter of Understanding #2 of Part A of the Central Terms of the 2014-17 collective agreement.
- e) The Board shall provide for employees on parental leave a supplementary unemployment benefit plan which provides a payment of seventy percent (70%) of salary for the two week waiting period. Such a plan shall be registered with and approved by Human Resources Development Canada.

17:02 Adoption Leave

An employee shall be granted leave without deduction from salary to a maximum of two (2) days for needs related to the legal adoption of the employee's child.

17:03 Paternity Leave

An employee shall be granted a leave of absence without deduction of salary of two (2) days related to the birth of his child. The time off must be taken within two weeks of the birth of the child.

Upon request, a male employee may be granted up to one (1) school year's leave of absence without pay for the purpose of child care.

17:04 Jury Duty

The Board shall grant a paid leave of absence where an employee is summoned for jury duty or as a court witness, provided the employee is neither the plaintiff nor defendant in the court action. The employee shall turn over to the Board all monies received as jury fees exclusive of travel allowances and living expenses.

17:05 Personal Leave

- a) Upon the approval of the Superintendent of Education – Student Services or designate, a leave of absence for personal reasons for a maximum of one (1) working day per school year without loss of pay shall be granted. Such leave may be taken as a whole day or half days. Such leave shall not extend a long weekend, March break or Christmas break and shall not be taken on a Student Services Professional Activity Day.

- b) The Superintendent of Education - Student Services may grant a leave of absence from one (1) to ten (10) working days without pay to an employee required to be absent for personal/compassionate reasons.
- c) The Director of Education may grant a leave of absence from one (1) to ten (10) working days with pay to an employee required to be absent for personal/compassionate reasons.
- d) All requests for leaves of absence must be submitted by the employee in written form through the Superintendent of Education – Student Services.

17:06 Bereavement Leave

Upon death of a relative, an employee shall be granted a compassionate leave, the length of which depending on the time of the bereavement in relation to the normal time off and the degree of the relationship to the deceased. Upon written notification to the Superintendent of Education – Student Services, the following bereavement leaves with pay will be approved:

- a) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave up to a maximum of five (5) working days for the purposes of bereavement in the event of a death in the immediate family. The immediate family shall be defined as the spouse, parent, child, brother, sister, guardian or a person who stands in “loco parentis”
- b) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave up to a maximum of three (3) working days for the purposes of bereavement in the event of the death of a father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents or grandchild.
- c) An employee shall be entitled to a bereavement leave of absence of a full or partial day with pay and no deduction of sick leave for the purpose of attending a funeral of a relative other than those mentioned above.

17:07 Educational Leave

The Superintendent of Education – Student Services may grant a leave of absence for employees upgrading their job related skills for a period of up to two years without pay. Special time off without loss of pay may be granted for the purpose of writing university or similar examinations or for attending an employee's own graduation.

17:08 Union Leave

The Board will grant, upon request, leave without pay to employees for the purpose of conducting Association business up to an aggregate for the Association of ten (10) working days per school year, subject to the condition that the workplace shall not be unduly affected by the granting of such leave.

17:09 Benefit Coverage During Leave

During any leave of absence, life and health benefits are subject to the terms of the Employee Life and Health Trust (ELHT) agreement and Part A, Central Terms, Article C5.00 Re: Benefits.

17:10 Seniority During Leave

During any approved leave of absence, employees will continue to accumulate seniority but not for salary advancement purposes and at the end of the leave will be returned to their former job or, if it is not available, to a comparable position.

17:11 Extended Leave

The Board may grant a two-year leave of absence without pay after five years of employment with the Board. Leaves shall not be granted for the purposes of alternative employment unrelated to the Board.

17:12 Quarantine Leave

The Board shall grant a leave of absence with pay with no deduction from sick leave where an employee is quarantined or otherwise prevented by the order of the Medical Health Authorities from attending his/her duties.

17:13 Family Emergency Leave

A leave without pay for the purpose of caring for or supporting a family member who is gravely ill shall be granted in accordance with the terms of the *Employment Standards Act, 2000*.

ARTICLE 18 - PROFESSIONAL DEVELOPMENT

18:01 The Board and the Association share a desire to improve professional standards by giving employees the opportunity to participate in seminars, workshops, short courses or similar programs to keep up to date with knowledge in their respective fields.

If the Board requests an employee to attend a seminar, workshop, course or similar program, the Board will grant leave with pay and reimburse the employee for course fees, travel costs and expenses.

If an employee plans or applies to take a course or program of the employee's choice and requests Board participation toward the financial support of the undertaking, the Board may provide leave with pay and full or partial payment of fees and expenses if the course or program is job related and necessary or appropriate to the Board's needs at the time of application for assistance.

The Board will endeavor to distribute professional development funds in a fair, just, and equitable manner. The Secretary of the Chapter and the general membership shall be

advised of the annual budget available for professional development for this bargaining unit.

- 18:02 The parties acknowledge the important skills and expertise that educational support workers contribute to Ontario publicly-funded schools and their commitment to improving student achievement. The Board shall ensure that there is a mechanism in place to provide the Association with opportunities to provide input on professional development and training through the Joint Professional Development Committee.

The committee will consist of three (3) representatives appointed by the Board and three (3) appointed by the Association. Other appropriate resource staff may be appointed through mutual agreement. The committee shall meet as mutually agreed upon by the parties, but not less than twice per school year. The committee shall have a mandate to advise on the professional learning and activities organized for A.P.S.S.P. members which are consistent with the Strategic Priorities and the Board Improvement Plan.

ARTICLE 19 - ALLOWANCES

19:01 Automobile Allowance

Employees designated as eligible for automobile allowances by the Board shall be provided with the Board established kilometer rate as well as a flat monthly allowance of \$168.83 effective September 1, 2011. Those eligible employees working less than full-time hours shall be provided with the flat monthly allowance prorated accordingly.

19:02 Travel Expense Claims

Employees requested to use their own vehicles for business purposes shall be reimbursed according to the rate per kilometer as established by Board policy.

19:03 Cellular Telephone Allowance

The Board agrees to reimburse Child and Youth Counsellors up to \$200 towards the annual costs of a cellular telephone upon proof of activation by the employee which is pro-rated based on the employee's FTE.

The Board will provide Social Workers/Attendance Counsellors with cellular phones for the purpose of carrying out their professional duties with the Board. Such phones will remain the property of the Board and must be returned to the Board upon termination of employment or when in receipt of short/long term disability benefits.

ARTICLE 20 - WORK YEAR

- 20:01 The work year shall be the school year. Employees shall receive an annual salary which includes vacations and paid holidays. The school year is as defined in the Province of Ontario Education Acts and Regulations.

Salary shall be paid on the basis of 1/26 x applicable yearly salary and allowance. Pay day shall be every second Thursday or the preceding day in the case Thursday is a statutory holiday, commencing with the first instructional Thursday in the school year.

20:02 All employees are employed on an ongoing basis; there is no break in employee status as a result of times outside of the school year.

20:03 a) Normal hours of work shall be 8.00 a.m. to 4.00 p.m. or 8:30 a.m. to 4:30 p.m., Monday through Friday inclusive with a one-hour unpaid lunch period each day.

b) In order to maintain the requirements of their respective disciplines, employees will be provided with at least four (4) half days per month pro-rated according to the employee's FTE during working hours to complete documentation and required reports. The times arranged for this purpose will be completed in conjunction with the respective Manager. Additional time may be granted by the Superintendent of Education – Student Services for the respective disciplines.

Reflecting the current practice within the bargaining unit, the addition of pro-rating language shall not lead to any increase in workload.

20:04 Working Days Defined

Wherever in this agreement reference is made to "working days", it shall mean the days worked by employees in their particular classification in this bargaining unit.

ARTICLE 21 - SALARY SCHEDULE

21:01 The salary schedules are set forth in Appendix A in accordance with the categories as defined below.

21:02 Definition of Categories

The Board will place the employees in the categories on the basis of educational degrees that are related and relevant to the employee's position.

Category 1 (3-Year Diploma or Equivalency)

Personnel who do not hold a Bachelor of Arts degree from an accredited university but are qualified and/or certified in a specific field of employment.

Category 2 (4-Year Post Secondary Level)

Personnel who hold a 4-year Bachelor and/or a 3-year Bachelor degree plus a specialization in the appropriate area of professional services (eg. community college diploma or equivalency).

Category 3 (Master Degree or Equivalency)

Personnel who hold a Masters degree or equivalent.

Category 3b (Master Degree or Equivalency)

Personnel who hold a Masters degree or equivalent and who are required to be registered with the College of Audiologists and Speech Language Pathologists of Ontario, the College of Psychologists of Ontario, the College of Social Workers of Ontario, or the Behaviour Analyst Certification Board.

Category 4 (Doctoral Level)

Personnel who hold a Doctoral degree.

Note: Where an individual's training, qualifications and experience cannot be readily classified using the above terms, the Director of Education shall review the training, qualifications and experience to determine the category in which the individual shall be placed and all the special allowances the individual shall receive.

21:03 Change of Category

Any increase in salary by reason of improved qualifications shall be effective for salary purposes September 1st in the calendar year in which proof of documentation is registered at the Human Resources Services Department. It is the responsibility of the employee to bring to the attention of the Human Resources Services Department any improvement in qualifications for salary purposes. Allowances for improved qualifications shall not be retroactive beyond September 1st of the current year.

21:04 Allowance for Prior Experience

The Director or designate may grant credit of one (1) increment level up to category maximum on the appropriate salary scale in Appendix A for each year of prior experience. An acceptable 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.

21:05 Annual increments are payable on each employee's hire date anniversary.

21:06 A new employee shall complete the "Category Verification Form" and forward the completed form to the Human Resources Services Department which will verify the accuracy of the information and provide a copy to the Secretary of the APSSP.

ARTICLE 22 - DURATION OF AGREEMENT

22:01 This Agreement shall be in force for a term from **September 1, 2019 to August 31, 2022.**

22:02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement.

22:03 During negotiations on any proposal, renewal or revision of this Agreement, the Agreement in the form in which it may be at the commencement of such negotiations

shall remain in full force and effect until satisfactory settlement of such negotiations has been reached or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever occurs first.

ARTICLE 23 - HEALTH AND SAFETY

23:01 The Association shall be entitled to appoint one (1) representative to sit on the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act, Ontario.

23:02 The Durham Catholic District School Board is committed to assisting its employees in a safe and suitable return to work. The parties to the Collective Agreement recognize their joint obligations under the *Ontario Human Rights Code* to accommodate disabled employees, as defined under the *Code*, in a fair and consistent manner.

Where an employee is invited to a meeting by the Board with respect to their return to work under Duty to Accommodate, the employee shall be able to request Association representation and the Board shall so advise the employee. At the option of the employee, the Association representative shall be present at the meeting.

ARTICLE 24 - RETROACTIVITY

24:01 Increases to the salary schedule shall apply to all employees in the bargaining unit as of the date of ratification and shall be retroactive to September 1, 2019. Any new employees hired since that date shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. All retroactive pay shall be computed on the basis of hours paid to the active employee between September 1, 2019 and the date of implementation.

ARTICLE 25 - WORKING CONDITIONS

25:01 The Board will endeavour to provide adequate space, privacy, and resources to enable employees to appropriately and ethically perform their professional duties. Such place shall include adequate ventilation and shall ensure a minimum of noise, disruption, and extremes in temperature. A storage room and phone room located within a family of schools shall be provided where possible. A list of room allocations within schools for all APSSP members will be provided to the President of the Association each September.

The Board will distribute a memo to Principals and Vice-Principals prior to the commencement of each school year which will outline the roles of the Professional Student Services Personnel and the resources that the personnel require in order to fulfill these roles. A copy of the memo will be provided to the Association.

25:02 The Board will ensure that employees receive training whenever the Board introduces new methods or equipment.

25:03 The Board agrees to provide access to computer resources in order that the employees may fulfill the requirement to prepare all reports.

ARTICLE 26 - DEFERRED SALARY LEAVE PLAN

26:01 The Deferred Salary Leave Plan has been developed to afford employees the opportunity of taking a leave of absence and, through deferral, finance the leave.

1. Qualifications

Any employee who is a full-time or part-time staff member who has completed at least five (5) years previous employment for the Board may apply to participate in such plan.

2. Application

An employee wishing to participate in such Plan shall apply in writing to the Director on or before February 1st to participate in the Plan commencing the following September 1st.

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

3. Condition

The leave of absence will be taken in the final year of the Plan.

4. Selection

Application for such leave shall be forwarded to the Superintendent of Education – Student Services and shall then be reviewed by the Special Leave Committee comprised of equal members of the APSSP and of the Board's administrative officials. Consideration shall be given to applications for personal reasons such as study, travel, parenting, and regeneration with special consideration to be given to employees with longer service.

The committee will recommend to the Board which applicant may use the Deferred Salary Leave Plan commencing September 1st. Approval to participate in the Plan rests solely within the Board. The Plan is limited to participation by one employee only per year.

The Association will appoint representatives to serve on the Special Leave Committee.

5. The leave will be financed by spreading "n" years salary payments over an "n" plus one period. "n" is not to exceed four (4) years. The leave of absence must be taken in the final year of the plan. A maximum deferral under the Income Tax Act in any given year is 33%.

(i) In all the years of the Plan, commencing September next following approval, the employee shall be paid a percentage of the salary to which the employee is otherwise entitled.

(ii) The remaining percentage of such salary shall be invested by the Board with a Bank or other financial institutions which pay competitive interest rates to

be compounded from time to time.

- (iii) The leave of absence shall commence on September 1st of the final year from the commencement of the employee's participation in the Plan.
- (iv) The Board pays the employee all the funds accumulated pursuant to (ii) and interest earned in a lump sum or installments determined by the employee.

6. Employee Benefits

Employees enrolled in the Plan after September 1, 1992 shall pay the full share of premium costs for employee benefits during the year of leave.

7. Sick Leave

The employee shall not be entitled to any sick leave during the period of such leave but upon return from leave shall be entitled to any unused sick leave accumulated prior to taking such leave.

8. Seniority

During such leave, the employee's seniority shall accumulate but for the purpose of salary grid placement the period of such leave shall not be regarded as experience unless the purpose of the leave is job related.

9. Reinstatement

On return from the leave, the employee shall be reinstated to a position which is equivalent to that held at the commencement of the leave.

10. Pension

Pension deductions are to be continued as provided by OMERS (the percentage rate is stipulated in the Act) from the salary paid to the employee during the leave of absence. Upon returning to full duties, the employee is to have the option of contributing the difference between the amount of pension deducted and the amount that would have been deducted had the employee remained on staff and drawn full salary.

The employee will have the option of having full salary pension deducted during the course of the leave of absence.

11. Income Tax

Notwithstanding the foregoing, income tax shall be deducted in accordance with applicable legislation.

Any employee entering the Plan will be subject to tax in each year of the Plan only on the amount of income actually received in the year. The interest referred to in "Salary Formula" Sections (ii) and (iv), when paid, will be viewed as normal remuneration in the hands of the employee and not as interest income, and the tax to be withheld by the Board shall be based on the amount actually paid to the employee.

12. Delay Withdrawal, Redundancy and Death

- a) An employee who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The employee shall then be paid within sixty (60) days a lump sum equal to the contributions plus interest accrued to date of the withdrawal.
 - b) If the employee dies, retires, is dismissed or terminated, or otherwise leaves active employment with the Board while participating in the Plan, the employee's personal representative in the event of death, or the employee shall be paid such lump sum and interest accrued up to the date of the employee's death, retirement, dismissal, termination or leaving, as the case may be.
 - c) A participating employee may withdraw from the Plan at any time prior to January 15th of the year in which the leave is to commence by delivering written notice of withdrawal to the Director.
 - d) A participating employee who withdraws from the Plan under (b) and/or (c) shall receive the sum accumulated in the trust including accrued interest. Subject to applicable income tax legislation, payout will be within one (1) year of withdrawal from the Plan or as arranged to the mutual satisfaction of the Board and the employee.
13. An employee may take more than one Deferred Salary Leave Plan in a career.

14. Contract

Any employee accepted for a deferred salary leave plan shall sign a contract using a format similar to the following example.

SAMPLE APPLICATION FORM

Durham Catholic District School Board

AGREEMENT BETWEEN THE BOARD AND AN EMPLOYEE APPROVED UNDER THE DEFERRED SALARY
LEAVE PLAN

Name of Employee: _____ Year of Leave: _____
Enrolment Date: _____

Having read the terms and conditions of the Durham Catholic District School Board's Deferred Salary Plan, the Employee agrees:

To enter the Plan under the terms and conditions as outlined in the APSSP/Board Collective Agreement in operation during each year of the deferred salary leave plan.

It is agreed by the Employee and the Board that:

1. In each year of the period _____ commencing September 1, 2_____, the employee shall receive on each payday _____ percent of the gross bi-weekly salary and allowance to which the employee is entitled in accordance with the Collective Agreement, less applicable statutory deductions and deductions for benefits.
2. During the same period, the remaining percentage of the employee's gross bi-weekly salary and allowance shall be deposited on each payday in a separate daily interest savings account, in the name of the Durham Catholic District School Board, in trust.
3. All interest earned on monies deposited shall be credited to the account.
4. At the end of each school year the employee shall be issued a statement showing all deposits and interest earned during the preceding twelve-month period and the balance of the account at the end of the period.
5. Prior to commencement of the leave, the employee must inform the Board which of the following payment methods will be selected for that year:
 - (a) Payment in one lump sum, on September 1st, of all the monies in the savings account on that date, less all applicable deductions; or
 - (b) Payment on each payday, in lieu of salary, of an amount calculated by dividing the balance of the account on September 1st by the number of paydays in the school year, reduced by applicable statutory deductions and deductions for benefits. Such payments shall be charged to the account on the day payment is made. Interest earned during the final year of the leave shall be included in the final cheque.
6. All inquiries concerning the Plan and the bank account shall be directed to the Board's Payroll Department.

DATED at Oshawa, Ontario, this ___ day of _____, 20__.

Employee Signature _____ Date _____

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of March 4, 2022.

For the Board:

For APSSP:

Deanna Lindsey, APSSP President

Stacy How, VP Negotiations

Kim Sundal, Negotiating Committee

Angie Fox, Negotiating Committee

Mary Hart, Consultant APSSP

APPENDIX A

Pay Scale - September 1, 2019

YEAR	Category 1	Category 2	Category 3	Category 3b	Category 4
0	\$43,455	\$55,364	\$58,419	\$61,616	\$71,205
1	\$45,828	\$58,133	\$61,144	\$64,420	\$74,245
2	\$48,199	\$60,900	\$63,870	\$67,261	\$77,425
3	\$50,569	\$63,667	\$66,600	\$70,136	\$80,747
4	\$52,942	\$66,436	\$69,341	\$73,060	\$84,218
5	\$55,313	\$69,203	\$72,054	\$76,003	\$87,845
6	\$57,686	\$71,970	\$74,779	\$78,992	\$91,632
7	\$60,056	\$74,736	\$77,507	\$82,030	\$95,592
8	\$62,428	\$77,505	\$80,233	\$85,107	\$99,727
9	\$64,799	\$81,204	\$82,961	\$87,996	\$103,095
10	\$66,093	\$82,826	\$86,935	\$91,863	\$106,638

Pay Scale – September 1, 2020

YEAR	Category 1	Category 2	Category 3	Category 3b	Category 4
0	\$43,890	\$55,918	\$59,004	\$62,232	\$71,917
1	\$46,286	\$58,714	\$61,756	\$65,064	\$74,988
2	\$48,681	\$61,509	\$64,509	\$67,934	\$78,199
3	\$51,074	\$64,304	\$67,266	\$70,838	\$81,555
4	\$53,472	\$67,100	\$70,034	\$73,791	\$85,060
5	\$55,866	\$69,895	\$72,775	\$76,763	\$88,723
6	\$58,263	\$72,689	\$75,527	\$79,782	\$92,549
7	\$60,656	\$75,483	\$78,282	\$82,850	\$96,548
8	\$63,052	\$78,280	\$81,036	\$85,958	\$100,725
9	\$65,447	\$82,016	\$83,791	\$88,876	\$104,126
10	\$66,754	\$83,654	\$87,804	\$92,781	\$107,704

Pay Scale – Sept 1, 2021

YEAR	Category 1	Category 2	Category 3	Category 3b	Category 4
0	\$44,329	\$56,477	\$59,594	\$62,855	\$72,636
1	\$46,749	\$59,301	\$62,373	\$65,715	\$75,737
2	\$49,168	\$62,124	\$65,154	\$68,613	\$78,981
3	\$51,585	\$64,947	\$67,939	\$71,546	\$82,371
4	\$54,006	\$67,771	\$70,734	\$74,529	\$85,911
5	\$56,424	\$70,594	\$73,503	\$77,530	\$89,610
6	\$58,846	\$73,416	\$76,282	\$80,580	\$93,474
7	\$61,263	\$76,238	\$79,065	\$83,679	\$97,514
8	\$63,683	\$79,063	\$81,846	\$86,817	\$101,732
9	\$66,101	\$82,836	\$84,629	\$89,765	\$105,167
10	\$67,422	\$84,491	\$88,682	\$93,709	\$108,781

NOTES:

Effective September 1, 2019, the Supervisory Allowance to Speech/Language Pathologists who are required to supervise other employees shall be \$1800.76 per year.

Effective September 1, 2020, the Supervisory Allowance to Speech/Language Pathologists who are required to supervise other employees shall be \$1818.76 per year.

Effective September 1, 2021, the Supervisory Allowance to Speech/Language Pathologists who are required to supervise other employees shall be \$1836.95 per year.

APPENDIX B

In the event that compliance with any rule would, in the opinion of the Association, place any employee it represents in violation of such employee's code of professional ethics or interfere with the proper discharge of any employee's professional function, the Board agrees to exempt such employee from its application.

The Codes of Ethics recognized by the Board and the Association shall be the Code of Ethics of: The College of Psychologists of Ontario; the Ontario Association for Counseling and Attendance Services; Ontario College of Social Workers and Social Service Workers; and the College of Audiologists and Speech/Language Pathologists of Ontario, in effect from this date.

The Board and the Association acknowledge the responsibility of the employees to comply with the Codes of Ethics of their respective professions.

Notwithstanding the above, it is understood by the Association that Appendix B shall not interfere with the Board's management rights in relation to the delivery of services.

LETTER OF UNDERSTANDING

Re: Legal Liability Insurance

The Board shall provide the employees with an information session upon request which will be given by a representative of the insurance company involved, regarding the coverage provided by the Legal Liability Insurance policy covering employees of the Board. The request will come through the Joint Consultation Labour Relations Committee.

Any concerns by employees with the policy may be addressed through the Association, in writing, to the Superintendent of Business or designate.

LETTER OF UNDERSTANDING

Re: Equivalency

It is understood that when the Board exercises its discretion to determine equivalency under Article 21.02 of the Collective Agreement, the Board will consult with the appropriate Professional Association on acceptable level of qualifications and/or experience.

LETTER OF UNDERSTANDING

Re: Pay Equity Maintenance

The parties agree to meet on an as-needed basis to ensure that Pay Equity is maintained for employees in this bargaining unit.

LETTER OF UNDERSTANDING

Re: Partnerships With External Agencies

The Board will consult with the Association through the current PPM 149 Committee on its partnerships with external agencies in the areas of regulated health professionals, social service professionals and paraprofessionals for the delivery of services and/or programs to students with special needs and/or at risk students. The Board's Policy PO438 and Administrative Procedure AP438-1 dated June 25, 2012 Partnerships with External Agencies for Provision of Services By Regulated Health Professionals, Regulated Social Service Professionals and Paraprofessionals shall guide these discussions

LETTER OF UNDERSTANDING

Re: Provincial Committees

In the event that any employee in the bargaining unit participates in any Provincial committee, task force or working group flowing out of the Central Agreement, all time spent shall be treated as paid time based on a regular working day.

Any employee's salary and benefits shall be kept whole for all time spent. In the event the time spent is not funded by the Provincial government, the Association will cover the costs of the employee's full salary and benefits.

LETTER OF INTENT

Re: Compensatory Time

Compensatory time recognizes that, at various times throughout the school year, employees will be requested by their Managers or Superintendent to participate in system initiatives that fall outside of the regular working day.

Employees will be required to complete the Compensatory Time Approval Form in advance of the system initiative. Compensatory time allocation will be considered and/or approved in advance of the commitment to the system initiative.

Accumulated time must be taken within ten (10) months of acquiring the time. The utilization of compensatory time will be approved by the manager or superintendent at a mutually agreeable date and with due consideration to the impact on students and operational needs of the department and/or schools. Any time not taken within this time period will be lost and not considered for payout.

LETTER OF INTENT

Re: Staffing Assignments

By April 1st of each year, the Superintendent of Student Services will provide each employee with the Staff Placement Preference Form to be completed for the upcoming school year. Through the Form, employees will identify their preferences for placement for the next school year to be considered by the Superintendent of Student Services. The employee may request to meet with his/her Manager to discuss his/her preferences. The Staff Placement Preference Form will be due to the respective Manager annually on May 1st. The Form does not negate the Board's management rights under Article 5.

When and where possible, by June 1st of each year, the Managers will share preliminary staff placements with staff for the upcoming school year. Information contributing to the decisions will be shared where appropriate. It is recognized that circumstances may arise throughout the year that may result in a change of staffing allocations.

Durham Catholic District School Board

CATEGORY VERIFICATION FORM
ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL
DURHAM CHAPTER

To be completed by newly hired employees and forwarded from Human Resources Services Department, after confirmation of accuracy, to the Secretary of the Chapter as soon as the information is complete.

Name: _____

Job Title: _____

Hire Date: _____

Qualifications: _____

Experience: _____

Wage Category Assigned: _____

Step on Salary Scale Assigned: _____

Employee's Signature: _____

Date: _____

Confirmed Correct by Administration

Date: _____

Initial: _____

If you have any questions about completing this form, please contact the Association Chapter Chairperson.