

LONDON DISTRICT  
**Catholic School**  
BOARD

**COLLECTIVE AGREEMENT**

**between**

**THE LONDON DISTRICT CATHOLIC SCHOOL BOARD**  
(hereinafter called "the Employer")

**and**

**THE ASSOCIATION OF PROFESSIONAL STUDENT SERVICES PERSONNEL**  
(hereinafter called "the Association")

September 1, 2008 to August 31, 2012

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**The London District Catholic 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.**

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**ARTICLE 1: RECOGNITION**

- 1.01 The Employer recognizes the Association as the sole and exclusive collective bargaining agent for all employees of the London District Catholic School Board employed in professional student services related to psychology, speech-language pathology, social work, and attendance counselling, including Attendance Counsellors, Psycho-Educational Consultants, Social Workers, Psychological Associates and Speech-Language Pathologists and excluding supervisors and persons above the rank of supervisors, persons employed as psychologists, and excluding persons covered by existing collective agreements.
- 1.02 At all negotiation meetings regarding the Agreement and its renewal, the Association shall be represented by a Negotiating Committee composed of up to four (4) employees. The Negotiating Committee may be accompanied by legal and/or other counsel.
- 1.03 Meetings held between the parties for the purpose of negotiating renewals to this Collective Agreement will be held during regular scheduled working hours as much as possible and committee members will suffer no loss of pay or benefits for time spent in such meetings, up to and including conciliation.

**ARTICLE 2: DURATION AND RENEWAL**

- 2.01 This Agreement shall be effective from September 1, 2008 to August 31, 2012 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.
- 2.02 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 or to any anniversary of such expiration date.
- 2.03 During negotiations on any proposal, renewal or revision of this Agreement, the Agreement at the commencement of such negotiations shall remain in 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 comes first.
- 2.04 The parties will meet within thirty days after giving notice by either party for the purpose of entering into negotiation or as soon thereafter as may be mutually agreed to by the parties in writing.

**ARTICLE 3: MANAGEMENT RIGHTS**

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

**ARTICLE 4: SALARY**

4.01 (a)

**EFFECTIVE AUGUST 31, 2008**

0.7%

Year	Pre-Degree	Undergrad	Post-Grad
0	39765	45992	51257
1	42324	48744	54427
2	44882	51496	57596
3	47441	54246	60767
4	50000	57002	63938
5	52556	59748	67106
6	55115	62501	70276

**EFFECTIVE SEPTEMBER 1, 2008**

3.0%

Year	Pre-Degree	Undergrad	Post-Grad
0	40958	47372	52795
1	43594	50206	56060
2	46228	53041	59324
3	48864	55873	62590
4	51500	58712	65856
5	54133	61540	69119
6	56768	64376	72384

**EFFECTIVE SEPTEMBER 1, 2009**

3.0%

Year	Pre-Degree	Undergrad	Post-Grad
0	42187	48793	54379
1	44902	51713	57742
2	47615	54632	61104
3	50330	57550	64468
4	53045	60473	67832
5	55757	63387	71193
6	58472	66307	74556

**EFFECTIVE SEPTEMBER 1, 2010**

3.0%

Year	Pre-Degree	Undergrad	Post-Grad
0	43452	50257	56010
1	46249	53264	59474
2	49044	56271	62937
3	51840	59276	66402
4	54636	62288	69867
5	57429	65288	73329
6	60226	68297	76792

**EFFECTIVE SEPTEMBER 1, 2011**

3.0%

Year	Pre-Degree	Undergrad	Post-Grad
0	44756	51764	57690
1	47636	54862	61258
2	50515	57959	64825
3	53395	61054	68394
4	56275	64156	71963
5	59152	67247	75528
6	62032	70345	79096

**The following grid applies to employees in the  
Pre-Degree and Undergrad Categories hired  
after October 17, 2003**

**EFFECTIVE AUGUST 31, 2008 0.7%**

Year	Pre-Degree	Undergrad
0	37468	43334
1	39879	45927
2	42289	48520
3	44701	51111
4	47111	53709
5	49520	56297
6	51931	58890

**EFFECTIVE SEPTEMBER 1, 2008 3.0%**

Year	Pre-Degree	Undergrad
0	38592	44634
1	41075	47305
2	43558	49976
3	46042	52644
4	48524	55320
5	51006	57986
6	53489	60657

**EFFECTIVE SEPTEMBER 1, 2009 3.0%**

Year	Pre-Degree	Undergrad
0	39750	45973
1	42308	48724
2	44864	51475
3	47423	54224
4	49980	56980
5	52536	59725
6	55094	62476

**EFFECTIVE SEPTEMBER 1, 2010** **3.0%**

Year	Pre-Degree	Undergrad
0	40942	47352
1	43577	50186
2	46210	53019
3	48846	55850
4	51479	58689
5	54112	61517
6	56746	64351

**EFFECTIVE SEPTEMBER 1, 2011** **3.0%**

Year	Pre-Degree	Undergrad
0	42171	48773
1	44884	51691
2	47597	54610
3	50311	57526
4	53024	60450
5	55735	63363
6	58449	66281

- (b) No current employees shall receive a reduction in salary, allowances or in vacation pay percentage entitlement as a result of the implementation of this grid structure or the vacation pay structure. Salaries, allowances and vacation pay entitlements in effect on the date prior to the date affixed to this Agreement shall be frozen at those levels until allowances, grid placement and years of service would result in an increase in salary, allowance and vacation entitlement.
- (c) For the purpose of placement on the salary grid, employment experience shall be credited as experience on the basis of one year directly related experience to one year experience. All work experience must have been gained after attaining the minimum certification required for employment in the assignment offered by this Employer.
- (d) Movement on the grid for the purpose of experience shall be calculated as of September 1 of each year.
- (e) Effective September 1, 2008 there shall be a special allowance for all Psychological Associates of \$2000 per year. The allowance shall be increased to \$2060 effective September 1, 2009; to \$2122 effective September 1, 2010; and to \$2185 effective September 1, 2011.

Effective September 1, 2009, there is an expectation that Psychological Associates will, if necessary, provide the required clinical supervision to any Psycho-Educational Consultant who is not registered with the College of Psychologists of Ontario.

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

- 4.02 (a) Employees who are required to attend to their work during March break, summer break and Christmas break period(s) shall be reimbursed for each full day(s) based on the following:

$$\frac{1}{\text{Total of Number of days in the School year}} \times \text{Annual Salary} + \text{Total Number of Paid Holidays}$$

- 4.02 (b) In cases of extraordinary circumstances, such as, threat of life of student or staff, sudden death of student or staff, or a natural disaster, where prior approval cannot be obtained, the employee will communicate with their immediate supervisor or designate by telephone or email when time reasonably permits.

#### **Vacation Pay**

- 4.03 (a) Employees shall receive vacation pay in accordance with their credited full years continuous service with the Employer or its predecessor boards as of September 01 in any year as follows:

Vacation pay will be calculated on the employee's salary as of September 1.

- 1) Less than two (2) years - four (4%) percent
- 2) Two (2) years and over but less than five (5) years - six (6%) percent
- 3) Five (5) years and over but less than ten (10) years - eight (8%) percent
- 4) Ten (10) years and over but less than twenty (20) years - ten (10%) percent
- 5) Twenty (20) years and over - twelve (12%) percent

- (b) Vacation pay as per the schedule in 4.03(a) above shall be paid on each regular scheduled pay.
- (c) Employee(s) who work less than one (1.0) FTE shall receive prorated vacation pay.
- (d) Employee(s) who receive overtime pay shall receive vacation pay on the additional pay in accordance with the schedule in 4.03 (a) above.



### **Pay Schedules**

- 4.04 (a) Payment shall be made in accordance with a bi-weekly schedule from September 1<sup>st</sup> to August 31<sup>st</sup> in each year.
- (b) Payment of salary shall be by direct bank deposit into the employee(s) bank account.

### **ARTICLE 5: WORK YEAR / HOURS OF WORK**

- 5.01 Employees receive salary payments based on a twelve (12) month schedule and shall be paid in accordance with a biweekly schedule from Sept 1 to August 31 in each year. The employee shall be credited with twelve (12) months' service for pension purposes each year.
- 5.02 The work year shall be the school year as indicated by the school calendar (ten (10) months) and includes two (2) weeks paid holiday, one at the Christmas break and one in the spring break. At the request of the Superintendent of Education responsible for Learning Services or his/her designate, employees will be available for up to five (5) days of work as deemed necessary during the period prior to the resumption of school each September.
- 5.03 A full-time employee will work Monday to Friday with a workday of seven (7) hours between 7:30 a.m. and 4:30 p.m., with a one (1) hour uninterrupted lunch break. The workweek for a full-time employee is thirty-five (35) hours.
- 5.04 As circumstances require, on an individual basis, adjustments to work schedules may be arranged with the supervisor by mutual agreement. This may include flexing the normal work day to accommodate early morning meetings or late afternoon/evening meetings.

Hours worked in excess of thirty-six (36) hours in a workweek, with the prior approval of the Superintendent of Learning Services or his/her designate, will be recorded as overtime in an overtime register for each employee. In cases of extraordinary circumstances, such as, threat of life of student or staff, sudden death of student or staff, or a natural disaster, where prior approval cannot be obtained, the employee will communicate with their immediate supervisor or designate by telephone or email when time reasonably permits. The hours worked between thirty-five (35) and thirty-six (36) are voluntary hours for the employee.

- 5.05 An employee may take time off in-lieu of overtime by using accumulated hours in his/her register. The accumulated in-lieu time will be taken during the following periods with the prior approval of the Superintendent of Learning Services or his/her designate:
- (i) The week immediately preceding Labour Day;
  - (ii) Exam weeks, if assigned to secondary schools;
  - (iii) The last school week of June, if assigned to elementary schools;
  - (iv) Between the hours of 7:30 and 8:30 a.m. and 3:30 and 4:30 p.m. on any workday; or,
  - (v) At other time(s) as may be mutually agreed. Such request(s) shall not be unreasonably denied.

Requests to take in-lieu time during the periods noted in 5.05 (i) to (iv) above will only be denied in exceptional circumstances.

5.06 Accrual of additional hours beyond thirty-six (36) per week shall be based at straight time.

**ARTICLE 6: PAID HOLIDAYS**

6.01 (a) Public Holidays are inclusive of holidays as outlined in the Employment Standards Act as amended from time to time, and Easter Monday.

(b) The Salary Grid in Article 4 includes all payment for Public Holidays.

**ARTICLE 7: CAR ALLOWANCE**

7.01 (a) Effective February 01, 2000, mileage shall be calculated from the first work location and end at the last work location of each day.

(b) An employee who is required to travel between locations in the same workday shall be granted reasonable time to travel between those locations.

(c) Where an employee is required to travel for the purpose of conducting business for the Employer, he/she shall receive a travel allowance in accordance with Board Policy, Regulations and Procedures. Effective September 1, 2008, the reimbursement rate per kilometre shall be the CRA rate. Whenever the Board amends the Policy, any such amendments will be provided to employees.

(d) The Employer agrees to provide employees with a TD2200, upon the employee's request.

**ARTICLE 8: BENEFITS**

**Medical Benefits**

8.01 (a) (i) The Employer shall pay 85% of the premium of an APSSP medical benefits plan. The Board will deduct the balance of the premium cost from the Employee's pay. The plan will include a cap on payment of the dispensing fee at \$5.00 per prescription.

(ii) The Employer shall ensure that all eligible members receive an employee book, which fully describes the medical benefits of the plan.

(b) The plan in 8.01 (a) shall include hearing aids coverage up to a maximum of 300.00 per thirty-six (36) consecutive months.

(c) The plan in 8.01 (a) shall include an out-of-province travel assistance plan.

### **Dental Insurance**

8.02 The Employer shall pay 85% of the premium of an APSSP dental insurance plan. The Board will deduct the balance of the premium cost from the Employee's pay. The plan shall include:

- (i) Pit and fissure sealants;
- (ii) 50% coverage of Orthodontic costs to a maximum of \$3,000.00 per person insured per lifetime;
- (iii) Major Restorative - 50% of cost for major restorative services including crowns, inlays, onlays and bridgework, complete dentures, partial dentures, denture adjustments, repairs and relines to a maximum of \$4,000.00 per year, per family.

### **Vision Care**

8.03 The Employer will pay 85% of a vision plan covering prescription glasses up to \$200.00 per person insured in any period of twenty-four (24) consecutive months. The Board will deduct the balance of the premium cost from the Employee's pay. This includes eyeglasses, frames, lenses and contact lenses, replacement lenses and glasses resulting from eye exam and repairs to frames and lenses

### 8.04 (a) **Group Life Personal**

The Employer shall pay 85% of the premium of a Group Life Insurance Plan providing coverage for each eligible member in the amount of four (4) times the employee's annual gross salary to a maximum of one hundred and fifty thousand (\$150,000.00) dollars. The Board will deduct the balance of the premium cost from the Employee's pay.

### (b) **Spousal**

The employee may choose for his or her spouse optional life insurance coverage equal to or lesser than the amount for which the employee is covered under the basic group life insurance program. The premium for such insurance is to be paid wholly by the employee by payroll deduction.

### **Long Term Disability Insurance**

8.05 The Employer shall pay 85% of the premium of the following Long Term Disability Plan; 75% of pre-disability earnings to a maximum of \$4,500.00 per month payable to age sixty-five (65) for sickness and accident. The Board will deduct the balance of the premium cost from the Employee's pay. Subject to qualifying, benefits will begin after seventy-five (75) working days of disability have expired, or at the expiration of any sick leave credits to which the employee is entitled should the sick leave days be longer than seventy-five (75) working days. The coverage will be mandatory for all eligible employees.

- 8.06 (a) An employee on unpaid leave shall be responsible to pay the full cost of benefit plan premiums.
- (b) Unless the Employee gives the Board a written notice that the Employee does not intend to pay the Employee's contribution, the Employer shall continue to pay its share of benefits premiums for eligible employees on statutory or other paid leave of absence, including absences resulting from an approved long term disability claim, provided the Employee continues to pay their portion of premiums.
- (c) The Employer will continue to pay its share of the applicable premiums for a period of up to seventy-five (75) working days for eligible employees while he/she is on sick leave, provided the Employee continues to pay their portion of premiums.
- 8.07 All employees working less than forty (40% FTE) percent full-time equivalent will not qualify for benefits as set out in this Article save and except for sick leave provisions as in Article 9.
- 8.08 The Employer confirms that prior to switching the existing insurance carrier of the Benefits Plans, it will discuss such change at Joint Consultation Committee. Such change(s) will not result in reduction of benefits contained in this Agreement.
- 8.09 When a member of the Chapter retires, he/she shall be eligible to participate in any benefit plan(s) already established for retired employees, subject to the provision of the plan. The Employer agrees to provide the Chapter with a copy of the plan(s) for retired employees, where the plan changes and upon request.

**Pension**

- 8.10 The Pension Plan for non-teaching employees established by the London District Catholic School Board through the Ontario Municipal Employees' Retirement System (OMERS) shall be applicable to employees covered by this Agreement. During the lifetime of this Agreement, the Employer agrees to make contributions to the plan in accordance with the requirements of the Ontario Municipal Employees Retirement System Act. Part-time employees shall be given the opportunity to participate in this Plan subject to the provisions of OMERS.

**ARTICLE 9: SICK LEAVE PLAN**

- 9.01 (a) The Employer agrees to provide to each employee a total of twenty (20) sick leave days per year to be used for the purposes of sick leave.
- (b) There shall be no accumulation of unused sick leave credits.
- (c) When an employee has used his/her twenty (20) days of sick leave in the course of a year he/she will be eligible for Short-Term Disability benefits.

The Board shall maintain a Short-Term Disability plan from the first day of illness or accident, which provides for 100% of salary and sufficient days, to a maximum of seventy-five (75) working days, to bridge the employee to the Long-Term Disability benefit.

The Board will require an employee who accesses such Short-Term Disability plan to provide documentation satisfactory to the Board.

- (d) The Employer may implement an Early Intervention Program which includes a Rehabilitative Services component. Where the Employer requests a medical certificate for an employee's absence of less than five (5) consecutive working days, the Employer will reimburse the employee the cost, if any, of the medical certificate.
- (e) The number of days available to employees who work less than full-time shall be prorated.
- (f) Where an employee commences employment after September 1<sup>st</sup> in any year, the sick leave of twenty (20) days shall be calculated on the basis that twenty (20) days bear to the number of days in the work year.
- (g) Sick leave credits will be reduced for absence due to illness or injury except where the illness or injury is covered by the Workplace Safety and Insurance Board.

9.02(a) As of August 31, 1999, a calculation shall be made to determine the unused accumulated sick leave credit balances for employees of the predecessor boards who were eligible to accumulate such credits. The balance for each employee shall be set aside in an accumulation register.

- (b) Upon retirement or termination of employment, no adjustment shall be made for the balance of credits, which remain in his/her accumulation register.
- (c) Notwithstanding 9.02(ii) above, any employee(s) who were employed by the predecessor boards and were eligible for a retirement gratuity shall be entitled to such gratuity to be paid out in a lump sum at the time of retirement. The gratuity shall be calculated as follows:

Oxford:

$$\frac{A}{200} \quad X \quad \frac{B}{6}$$

A- annual salary in effect immediately prior to retirement.

B- number of sick leave days accumulated to a maximum of 240 days.

Elgin:

Last Years' Salary X Number of Accumulated Days  
200 2

**Reinstatement of Benefits**

- 9.03 Once an employee has been disabled and is receiving benefits under the sick leave plan, a subsequent disability is defined as recurrent when it is separated from the previous occurrence by less than ten (10) consecutive working days of full-time employment, or equivalent. In such cases, the re-occurrence is treated as a continuation of the previous disability and the employee continues to receive benefits up to the maximum benefit period.

When an employee returns to work for a period in excess of ten (10) consecutive working days of full-time employment, or equivalent, any re-occurrence is treated as a new disability.

**Layoff or Termination of Employment**

- 9.04 When an employee is totally disabled on the date of layoff or termination, and such disability continues uninterrupted, the employee shall continue to receive benefits for such disability until the date total disability ceases, or until the date on which the maximum disability is received whichever is earlier.

**Access to Sick Leave Credits Following Birth of Child**

- 9.05 In the six (6) week period of absence following the date of childbirth, an employee, with supporting medical documentation, shall be entitled to access the remainder of her sick credits and any sick credits in her accumulation register. The medical documentation shall confirm that health reasons prevent the employee from working up to a continuous six (6) week period following the birth of the child.

**Sick Leave – Return to Work**

- 9.06 The Employer and the Association recognize the purpose of modified work/return to work programs is to provide fair and consistent practices for accommodating employees who have been ill, injured, or permanently disabled to enable their early and safe return to work. At any meeting to discuss an employee's return to work arrangements, the employee shall be entitled to Association representation, and the Employer shall so advise the employee. At the option of the employee, the Association representative shall be present at the meeting.

**ARTICLE 10: LEAVES OF ABSENCE**

- 10.01 (a) Each request for leave as in 10.03, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, 10.14, and 10.15 shall be in writing and addressed to the immediate supervisor.
- (b) Leaves as in 10.02, 10.04, 10.11, 10.12, 10.13 and 10.16 shall be discussed between the employee and his/her immediate supervisor or his/her designate prior to the commencement of the leave period.

### **Bereavement Leave**

10.02 The parties agree that requests for bereavement leave will be addressed in accordance with individual circumstances with a view to providing the support that is needed in each particular situation as follows:

- (i) An employee will be granted up to five (5) days bereavement leave of absence, with pay, in the event of the death of a spouse, child, step-child, mother, father, brother or sister.
- (ii) An employee will be granted up to three (3) days bereavement leave of absence, with pay, in the event of the death of his/her mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or grandchild.
- (iii) An employee will be granted one (1) day bereavement leave of absence, with pay, in the event of the death of his/her aunt, uncle, niece, nephew or first cousin.
- (iv) An employee may be granted a leave of absence without loss of pay to attend the funeral of any other person, subject to the approval of the immediate supervisor or his/her designate.
- (v) In the event of a death occurring in winter necessitating a spring interment, one (1) of the days referred to in 10.02 (i) (ii) and (iii) may be taken at the time of interment.

### **Personal Leave**

10.03 An employee may, with the approval of his/her immediate supervisor or his/her designate, be granted a personal leave without pay.

### **Inclement Weather**

10.04 If, because of inclement weather conditions, any employee(s) is unable to reach his/her place of employment, such employee(s) affected shall report to his/her immediate supervisor or designate. The supervisor or designate may assign an alternate work location.

Where no suitable alternate work location is determined by the immediate supervisor or his/her designate, the employee shall be allowed leave of absence without loss of pay.

### **Pregnancy/Parental/Adoption Leave**

- 10.05 (a) Except where amended by the provision of this Agreement, pregnancy and parental leave will be granted in accordance with the Employment Standards Act.
- (b) The Employer shall provide for employees on Pregnancy Leave, a supplementary Employment Benefit plan which provides payment of ninety-five (95%) percent of salary for the two (2) week waiting period. Such a Supplementary Employment Benefit plan shall be registered with and approved by Human Resources Development Canada.

- (c) (i) The employee requesting Pregnancy and/or Parental Leave shall give at least one (1) month's notice, in writing, to the senior administrator responsible for Human Resources of the date the statutory leave is to commence as well as the date the employee will return to work. The notice shall be accompanied by a certificate from a practitioner stating the expected birth date.
- (c) (ii) In the case of adoption leave, the employee requesting such leave shall provide reasonable notice of the date the leave is expected to commence and will provide as much notice as possible prior to the commencement of the actual leave.
- (d) Upon termination of the approved Pregnancy and Parental Leave, an employee may be granted personal leave of absence without pay for the period of time not to exceed one (1) additional year following the termination of the statutory leave under the Employment Standards Act. Such request shall be made in writing to the senior administrator responsible for Human Resources at least one (1) month prior to the completion of the statutory leave. During the period of this extended leave, the employee may continue to pay the full premiums of the benefits plans by providing instructions in writing to the senior administrator responsible for Human Resources.
- (e) (i) During the period of statutory leave, the Employer shall continue to pay its share of the benefits premiums for which the employee is eligible.
- (e) (ii) Employees will be responsible for payment of pension contributions. The Employer will continue to remit pension contributions to OMERS for the period of the statutory leave, unless requested by the employee not to do so.
- (f) An employee returning from a pregnancy/parental leave shall be reinstated to the position most recently held by the employee if it still exists, or to a comparable position if it does not, with no reduction in annual salary.
- (g) Adoption leave will be allowed on the same basis as the parental leave.

#### **Four and One Leave Plan**

##### **10.06 Preamble**

The Four and One Leave Plan is a cooperative plan between the Board of Trustees of the London District Catholic School Board and its employees.

The plan provides for an increase in mobility within the staff above, an opportunity for valuable experience for new employees and an extended opportunity for personal and/or professional growth of those employees with five (5) or more years experience with this system.



**Purpose**

The Four Years over Five Plan has been developed to afford employees the opportunity of taking a one (1) year leave of absence with pay by spreading four (4) years' salary payments over a five (5) year period.

**Qualifications**

- (a) An employee having five (5) years seniority with the Employer is eligible to participate in the plan.
- (b) A maximum of two (2) employees from the Association will be granted this leave in any given school year.
- (c) An employee must make written application to the senior administrator responsible for Human Resources or his/her designate during January requesting permission to participate in the plan.
- (d) Criteria for acceptance shall be based on:
  - (i) Earliest applications;
  - (ii) Seniority, if more than five (5) apply;
  - (iii) Lottery, if a tie still exists.

Approval of Deferred Salary Plan applications shall rest solely with the Employer and shall be in accordance with compliance of the Regulations in place at the time.

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

**Implementation**

- (e) 80% of the annual salary according to the salary schedule will be paid for four (4) years. The remaining 20% of annual salary will be accumulated and this amount plus any interest earned shall be retained for the employee by the Employer and paid in the fifth year.
- (f) Money will be deposited with a chartered bank or Federally or Provincially Chartered Trust Company in such accounts or monies instruments as authorized by law, for trustees to invest trust funds and as authorized under the Income Tax Act, Canada, the Education Act, or any other relevant governing legislation pertaining to such money. The account and/or instruments chosen will be held in the name of the "London District Catholic School Board, In Trust for the Four and One Leave Plan."

The Employer will be directed as to the choice of bank or trust company and as to the choice of the deposit account or instrument by the Association. Any such deposit

account or instrument will necessarily take into account the payment provisions of the plan as set out in Article 10.06 (e), (j) and (l). Individual ledger accounts with details of deposit income earned and withdrawals will be maintained by such bank or trust company. Any administrative costs associated with the operation of such account(s), shall be solely a charge against such account(s) and not the Employer.

- (g) Benefits for employees registered in the program shall be maintained by the employee during the one-year leave of absence in accordance with the Collective Agreement in force during the leave of absence.
- (h) Upon return from the leave, the employee will be reinstated to a position at least equivalent to that which the employee held immediately prior to the leave. If said position no longer exists, the employee will be governed by the appropriate terms of the Collective Agreement.
- (i) Deductions for the Ontario Municipal Employees Retirement System (O.M.E.R.S.) shall comply with those requirements as well as the Income Tax requirements.
- (j) An employee may withdraw from the plan any time prior to March 1 of the calendar year in which the leave of absence is to begin. Upon withdrawal, any monies accumulated, plus interest owed, as in 10.06 (f) above, will be repaid to the employee within sixty (60) days of notification of her/his desire to leave the plan. Any exceptions to the aforementioned shall be at the discretion of the Employer.
- (k) In the event that a suitable replacement cannot be hired for an employee who has been granted a leave, the Employer may defer the leave by one (1) year. If such a deferral is necessary, the employee shall be notified prior to March 1 of the calendar year in which the leave was to take place. In this instance, the employee may choose to remain in the plan and any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence. No deduction will be made during the year of deferral.
- (l) Should an employee die while participating in the plan, any monies accumulated, plus interest owed, as in 10.06 (f) above, at the time of death will be paid to the employee's estate.

#### **Jury and Witness Duty**

- 10.07 Employees who are called to serve as jurors or are subpoenaed as witnesses, other than where such employee is a party to the action, shall be granted leave of absence without loss of benefits. An Employee shall provide his/her supervisor with reasonable notice of the court action. Where the court action relates to the employee's professional responsibilities, he/she will consult with his/her supervisor in consideration of the Board's interest in the matter. Normal pay will continue to be issued on the usual payday. At the conclusion of his/her duty, the employee shall provide a copy of the jury or witness summons showing the period

of his/her jury or witness service and the amount of compensation received, and shall deposit the document, together with the full amount of compensation, but not including travel allowances, with the Employer.

**Association Leave**

- 10.08 (a) Upon written request of the Association, employee(s) will be granted leave of absence without pay and loss of seniority or benefits to conduct Association business for a period not to exceed an aggregate total per school year of twenty (20) days. The Employer agrees to pay any employee(s) granted such leave of absence for any regular time lost from work and the Association agrees to reimburse the Employer for such payments to the employee(s).
- (b) The members of the Negotiations Committee shall be given an aggregate total of five (5) days with no loss of pay, seniority or benefits to prepare for renewal of this Collective Agreement. The Association shall request such leave in writing at least ten (10) working days in advance or such shorter period of notice where not possible.

**Education Leave**

- 10.09 An employee may be granted a leave of absence without pay and benefits for up to two (2) years for education purposes. The employee shall request such leave in writing to his/her immediate supervisor or his/her designate. Upon return from leave, the employee will return to the position, which he/she held immediately prior to the leave provided that the position is available. In the event that the position is no longer available, the terms of the Collective Agreement in force at the time shall apply.

**Political Purposes**

- 10.10 The Employer will recognize leaves of absence, without pay, for political purposes as required by existing legislation.

**Paternity Leave**

- 10.11 Paternity leave of one (1) day with pay will be granted to an employee for needs directly related to the birth and/or adoption of his child.

**Compassionate Leave**

- 10.12 An employee may be granted up to four (4) days compassionate leave without loss of salary in any one (1) year in the case of exceptional circumstances which include but are not limited to serious illness or hospitalization of an employee's immediate family, catastrophe or crisis. Such day(s), if granted, shall be at the discretion of the immediate supervisor or his/her designate and such requests shall be made in writing.

**Compulsory Quarantine**

- 10.13 Wages for time lost due to compulsory quarantine shall be paid to employees when certified by the local Medical Officer of Health, and shall not be chargeable to benefits.

**Graduation/Convocation**

- 10.14 An employee(s) shall be allowed one-half (1/2) or one (1) day as required with pay to attend

his/her own or his/her spouse/child(ren)'s graduation ceremony on the day of the ceremony subject to approval of the immediate supervisor or his/her designate.

**Writing Examinations**

- 10.15 An employee(s) may be granted time off with pay on the day(s) of an exam(s) to write the exam, subject to approval of the immediate supervisor or his/her designate.

**Medical/Dental Appointments**

- 10.16 Employees are encouraged to schedule medical and/or dental appointments in a manner which is least disruptive to the workday. Such leaves shall be approved by the immediate supervisor or his/her designate and such approval shall not be unreasonably withheld. Leaves of less than one-half (1/2) day shall be considered a leave with no deduction of sick leave credits and no deduction of salary. Leaves equal to or greater than one-half (1/2) day shall be considered leave with deduction of sick leave credits.

**ARTICLE 11: PROFESSIONAL DEVELOPMENT**

- 11.01 The Employer and the Association share a desire to improve professional standards by giving employees the opportunity to participate in relevant seminars, workshops, courses or similar programs to keep up-to-date with knowledge in their respective fields. Such programs are to be arranged in advance in consultation with and with the approval of the supervisor.
- 11.02 (a) When attending approved conferences, an employee will suffer no loss in salary, benefits or seniority.
- (b) Professional development funds, if any, will be identified no later than thirty (30) working days following the Board's approval of the annual budget and all employees in the bargaining unit will be so advised.
- (c) Such funds as in 11.02 (b) above will be distributed in an equitable manner to members within the bargaining unit with due consideration to departmental priorities. Where possible, professional development funds will be distributed equally among the members of the bargaining unit.
- (d) Professional development expenditures for the bargaining unit will be discussed at the meetings of the Joint Consultation Committee.
- 11.03 An employee invited to participate in a conference or convention as a presenter shall, subject to consultation with and with the approval of the supervisor, be granted leave with pay for the purpose.
- 11.04 Where the Employer requires an employee to attend a conference, workshop or seminar, the Employer will fully reimburse the employee for all related expenses.

**ARTICLE 12: WORKING CONDITIONS**

- 12.01 The duties of the employees shall be carried out in accordance with the job description. Where revisions to job descriptions are being made, these revisions shall be discussed at the Joint Consultation Committee.
- 12.02 Annually, members of the Association will provide the Employer with a copy of their professional certification confirming membership in good standing with their respective professional college, where applicable.

**ARTICLE 13: CODE OF ETHICS**

- 13.01 The Employer and the Association acknowledge the responsibility of the employees to comply with the Professional Codes of Ethics of their respective professions. In the event that compliance with any rule would place an employee in violation of such employee's Professional Code of Ethics, it is the expectation that the employee will identify and discuss the issue with the Superintendent responsible for Learning Services.

**ARTICLE 14: SENIORITY**

- 14.01 Seniority is defined as the length of continuous service from the first day of work with the Board or a predecessor board. Seniority shall operate exclusively within one (1) seniority list. All things being equal, seniority shall be determined through a draw. In the event that a draw is required, a member of the Association shall be present to witness the proceedings.
- 14.02 (a) An employee shall be considered a probationary employee until he/she has completed six (6) months of service after which time the employee's name shall be placed on the seniority list as in Article 14.01 of this Agreement. Seniority shall date back to the first day of work. The discharge or termination of a probationary employee will be at the discretion of the Employer and shall be deemed to be for just cause under this Agreement, unless the Employer's discretion has been exercised in a manner that is discriminatory, arbitrary or in bad faith.
- (b) Upon mutual agreement of the Association and the Employer, the probationary period may be extended in writing.
- 14.03 The Employer will maintain a seniority list showing each employee's name, his/her job classification and date of hire. By November 30<sup>th</sup> in each year, the Employer will post copies of the list on all bulletin boards and will send one (1) copy to the Association. Complaints about the accuracy of the seniority list will be considered within thirty (30) days of the date of such posting, at which time, the list shall be deemed to be accurate.

### **Temporary Employees**

- 14.04 (a) A temporary employee(s) may be hired by the Employer for up to one (1) year or for up to two (2) years if replacing an employee who is on a statutory leave (Employment Standards Act) or approved leave of absence. Temporary employees will be paid in accordance with the salary schedule outlined in Article 4.

Such temporary employee who remains employed in the temporary position in excess of one (1) year will be entitled to access extended health and/or dental benefits. The Employer shall pay 85% of the premium cost and the remaining 15% of the premium cost will be borne by the temporary employee.

- (b) Where a temporary employee is appointed as a permanent employee, he/she shall accrue seniority credit from the first day of continuous work. Any sick leave credits accumulated during that school year shall be maintained for the employee.
- (c) Temporary employees who are appointed by the Employer to a probationary position within the bargaining unit will have their probationary period decreased by the length of service already accumulated. Such probationary employee will be required to serve a minimum probationary period of two (2) months of service. Upon mutual agreement of the Association and the Employer, the probationary period may be extended in writing.
- (d) Temporary employees shall enjoy all provisions of this Agreement with these exceptions:
- (i) Sick Leave Credits  
A temporary employee shall earn two (2) sick leave credits for each full month of completed service to a maximum of twenty (20) credits. Upon completion of the temporary assignment, there shall be no monetary value placed on any credit balance.
  - (ii) Access to Job Postings  
A temporary employee may elect to bid for job postings and will be considered as an external candidate only after it has been determined that no permanent member of the bargaining unit is the suitable candidate.
  - (iii) Benefits  
A temporary employee shall not be eligible to access the Pension Plan, Extended Health Care Plan, Group Life Insurance, Dental Plan and Long-Term Disability as in Article 8 except as provided in 14.04 (a) above.

- 14.05 An employee who is absent from work due to illness, accident, layoff or approved leave of absence shall continue to accumulate seniority during the period of such absence up to a maximum of twenty-four (24) months after which time the employee concerned will not continue to accumulate seniority.

14.06 All seniority rights and the employment of an employee shall cease only in the event of the following:

- (i) He/she resigns in writing;
- (ii) He/she is discharged and is not reinstated through the grievance or arbitration procedures;
- (iii) He/she fails to return from leave of absence without notifying the Employer at least 24 hours prior to the date of the expiry of the leave of absence, provided such notification is reasonably possible;
- (iv) He/she is absent from work without permission for more than five (5) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
- (v) He/she fails to report for work after a layoff not later than 14 calendar days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has recorded unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee's control. An employee is responsible for advising the Employer in writing of his/her address from time to time while he/she is on layoff;
- (vi) He/she is laid off for a period longer than twenty-four (24) months;
- (vii) He/she retires or is retired;
- (viii) He/she is off the payroll for a continuous period of thirty-six (36) months unless the employee is in receipt of LTD benefits.

The parties agree that Article 14.06(viii) will be applied in accordance with the Ontario Human Rights Code.

## **ARTICLE 15: LAYOFF**

15.01 Reductions in the workforce will be made on the following basis in the following order:

- (i) Normal attrition;
- (ii) Temporary employees;
- (iii) Permanent employees.

Seniority as defined in Article 14 shall be the determining factor. Employees shall be laid off in the reverse order of seniority, provided that the employee(s) who are entitled to remain on the basis of seniority have the professional qualifications to perform the available work. Professional qualifications are the skills, ability, and academic qualifications/certifications to perform the available work.

**Notice of Redundancy/Layoff**

- 15.02 Where a redundancy will be effective on the last day of the school year, notification in writing that the position to which the employee is assigned has been declared redundant shall be given to the employee by April 30<sup>th</sup>. Where a layoff will be effective on a date other than the last day of the school year, affected employees are entitled to two (2) calendar months' notice of layoff or pay in lieu of notice. Such notice shall also be provided to the Association.
- 15.03 (a) When a vacancy occurs which the Employer elects to fill, employees on the recall list shall be notified by registered mail within fourteen (14) calendar days of the creation of the vacancy to the last reported address of the employee. Vacancies shall be filled from the recall list on the basis of seniority provided the employee has the professional qualifications to do the available work.
- (b) The employee shall respond to the recall within fourteen (14) calendar days of the date the registered letter was sent.
- (c) An employee(s) who accepts the recall and reports for duty at the time and place specified by the Employer will be returned to a position in accordance with his/her seniority ranking and the terms of the Collective Agreement in force at the time of his/her recall continue to apply.
- (d) An employee who has been laid off from a full-time position shall have the option of accepting or not accepting without loss of recall rights a part-time or temporary position.
- (e) An employee who fails to accept his/her recall or report for work as specified shall lose all recall rights, unless the employee is unable to accept the recall due to illness or injury and he/she provides evidence of such illness or injury from a licensed practitioner acceptable to the Employer.
- (f) The employee's right of recall will be for a period of two (2) years from the date of the layoff.
- 15.04 The Employer will provide the Association with copies of notices of redundancy, layoff and notices of recall at the same time that such notices are sent to affected employees.
- 15.05 In the case where there is a need to reduce the workforce in any position, reduction(s) shall occur in the reverse order of seniority in a manner that impacts the fewest number of employees. No reduction in the hours of work shall take place to prevent or reduce the impact of a lay-off without the agreement of the Association.



**ARTICLE 16: WORK OF THE BARGAINING UNIT**

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

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

16.02 The Employer agrees that employees outside the bargaining unit will not regularly perform work done by employees in the bargaining unit to the extent that this would lead to the layoff of members of the bargaining unit or a general reduction in the hours of work.

**ARTICLE 17: JOB POSTINGS**

17.01 Where a vacancy is created which the Employer elects to fill, such vacancy shall be posted for ten (10) working days. A copy of the posting shall be provided to the Association. Where the Employer decides not to fill a vacancy in the bargaining unit, the Employer agrees to notify the Association in writing.

17.02 Where more than one employee from the bargaining unit applies for a job, the selection will be made on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal among the candidates considered, seniority shall govern the selection of the successful applicant.

17.03 Where there are no qualified applicants from within the bargaining unit, the Employer may fill the vacancy from outside the bargaining unit.

17.04 The Employer agrees to replace an employee who is absent on approved leaves which are expected to exceed one term/semester.

17.05 Although the Employer has the sole right to create or to designate a new job class within the bargaining unit, it agrees to the following:

- (i) The terms of such a class shall be discussed with the Association prior to an appointment;
- (ii) If negotiations are in progress, the job class and allowance(s), if any, will be included in the proposal from the Employer;
- (iii) If the Agreement has been settled, the Employer shall provide the Association with a job description for the new job class and the initial salary or allowance, if any, will be agreed upon between

the Association and the senior administrator responsible for Human Resources.

- (iv) In the event agreement as in 17.05 (iii) above is not reached, the matter shall be dealt with at the next round of negotiations. Adjustments, if any, will be retroactive to the date when an employee first occupied the position.

17.06 Where a permanent vacancy is to be filled by an external applicant, the Board will invite an APSSP member from the specific discipline to be on the interview panel. However, the APSSP member will not make the final decision.

#### **ARTICLE 18: DISCIPLINE AND DISCHARGE**

18.01 (a) Where an employee claims that he/she has been disciplined without just cause, the dispute may be the subject of a grievance, by the employee submitting a written grievance at Step 2 of the grievance procedure as outlined in Article 25 of this Agreement.

(b) Where an employee claims that he/she has been discharged without just cause, the dispute may be the subject of a grievance, by the employee submitting a written grievance at Step 3 of the grievance procedure as outlined in Article 25 of this Agreement.

18.02 A discharge or discipline grievance may be resolved under the grievance and arbitration procedure by:

- (i) Confirming the discharge or discipline of the employee;
- (ii) Reinstating the employee with full compensation for lost time; or
- (iii) By any other arrangement which is considered just and equitable.

18.03 Any employee who is subject to any discipline or discharge shall be entitled to Association representation at the time the discipline or discharge is imposed and at all subsequent meetings on the matter. The employee shall be advised in advance of such meeting of his/her right to representation, and as to the nature of the meeting. An employee can only waive the right to Association representation in writing.

18.04 The Employer will provide written reasons in relation to an employee's written reprimand, suspension, discharge or termination, to the employee and to the Association within five (5) working days of the date of the discipline.

18.05 A permanent employee may be discharged only upon the authority of the senior administrator responsible for Human Resources or his/her designate. An employee's immediate supervisor or his/her designate may suspend an employee.

- 18.06 Letters of discipline for any offences will be removed from the employee's personnel file after a period of eighteen (18) months from the date of the letter, if no other letter of discipline is issued within that eighteen (18) month period.

**ARTICLE 19: PERSONNEL FILES**

- 19.01 In the interest of ensuring that employees are aware of the content of evaluation reports contained in their personnel files, the Employer commits to the following:

- (i) All evaluation reports shall be maintained in the employee's personnel file;
- (ii) Prior to placement in the file, the employee shall have the opportunity to review the report;
- (iii) The employee shall have the opportunity to include a statement as part of the evaluation report.

- 19.02 In accordance with the Municipal Freedom of Information and Protection of Privacy Act, an employee shall have access during normal business hours to his/her personnel file by making an appointment with Human Resources. An Employer representative shall be present when an employee reviews the file. An employee shall have the right to have copies of any material(s) contained in his/her personnel file.

**ARTICLE 20: COMMUNICATIONS**

- 20.01 Except as otherwise provided for in this Agreement, all correspondence between the parties shall pass to and from the senior administrator responsible for Human Resources or his/her designate and the Association Secretary.
- 20.02 The Association shall be notified, in writing, of all new hires, layoffs, recalls, resignations, retirements or any other termination of employment affecting the bargaining unit, within ten working days of the hire or leaving date. This shall apply both to permanent and temporary employees.
- 20.03 The Employer shall supply to all newly hired employees, a copy of the current Collective Agreement at the time of hire.
- 20.04 The Employer shall provide a copy of this Collective Agreement to each employee within thirty (30) days after the Agreement has been signed and dated by all parties as in Article 30.
- 20.05 The Employer shall provide bulletin board space in each designated work location, which shall be accessible to all employees and upon which the Association shall have right to post notices of meetings and such other notices as may be of interest to the employees.

**ARTICLE 21: ASSOCIATION REPRESENTATION**

- 21.01 (a) Members of the Association Executive and Association committees recognized by the Employer will be allowed to leave their work with no loss of pay to attend committee meetings with the Employer, process grievances and to represent employees in accord with Article 19 during their scheduled regular work day, subject to operational requirements.
- (b) In the case of grievance processing, no more than two (2) Association representatives plus an outside consultant shall be involved in meeting with the Employer.
- 21.02 No employee shall leave his/her work place to attend to matters outlined in Article 21.01 without the prior consent of his/her immediate supervisor or his/her designate. Permission to leave the workplace shall not be unreasonably withheld.
- 21.03 A Joint Consultation Committee shall be established to consider matters of mutual concern, which result from the administration, interpretation and application of this Collective Agreement.
- (a) Each party shall be entitled to two (2) representatives on this committee.
- (b) As agreed by the Co-Chairs in advance, other persons may be invited to attend meetings of this committee.
- (c) Committee meetings shall be scheduled once per term or more or less frequently at the discretion of the Co-Chairs.
- (d) Agenda items will be exchanged in advance whenever possible.
- (e) Meetings will normally be held during regular working hours, and committee members will suffer no loss in pay or benefits while attending such meetings.
- 21.04 With the prior permission of the Employer, the Association may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the buildings in which they are held. An employee(s) on his/her work time may not be involved unless permission has been given by the Employer.
- 21.05 The Employer shall not be required to recognize or deal with employees who are representatives or who are on any of the Committees in this Article unless the Association has notified the Employer in writing of the names of such employees, and where applicable, the committees of which they are members from time to time.

**ARTICLE 22: ASSOCIATION DUES**

- 22.01 (a) The Employer shall deduct from the pay of all employees covered by this Agreement, in each pay period, a sum equal to the duly authorized Association dues.
- (b) All dues so deducted shall be remitted to the Treasurer of the Association no later than the tenth (10<sup>th</sup>) working day of the month following the month in which such deductions were made together with a list of names of all employees from whose pay dues were so deducted, the gross earnings for each employee for the period and the dues deducted.
- 22.02 Any adjustments to dues shall be provided in writing by the Association and shall take effect the month following or within such time as reasonable.
- 22.03 The Association shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

**ARTICLE 23: STRIKES/LOCKOUTS**

- 23.01 The parties agree that there shall be no strikes and lockouts during the term of this Agreement. The terms "strike" and "lockout" shall be interpreted in accordance with the definitions set out in the Ontario Labour Relations Act, as amended from time to time.
- 23.02 During any legal work stoppage or strike action by other employee groups, employees covered by this Agreement shall perform work in accordance with the job descriptions for their positions and shall not be required by the Employer to perform the duties of employees who are involved in the legal work stoppage or strike action.

**ARTICLE 24: NO DISCRIMINATION**

- 24.01 The 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 the protection of human rights.
- 24.02 The Board and the Association agree that every employee has the right to freedom from harassment as described in the Board's Harassment Policy and Regulations as amended from time to time.

- 24.03 The Board and the Association agree that every employee has the right to freedom from assault as described in the Board's Assault Against Teachers and Other Employees Policy and Regulations as amended from time to time.

**ARTICLE 25: GRIEVANCES**

- 25.01 (a) It is the mutual desire of the parties that all complaints and grievances be adjusted as quickly as possible. A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee or the Association relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees who are covered by this Agreement shall be required to follow the procedures as laid down in this Article.

**Step 1**

- 25.02 In the event of a complaint by an employee, he/she shall take the matter up with his/her immediate supervisor or his/her designate, within and not after fifteen (15) working days from the date at which the employee became aware or ought to have become aware of the incident or circumstances giving rise to the complaint. If he/she wishes, an Association representative may accompany the employee. His/ her immediate supervisor or designate shall give an answer within ten (10) working days of the meeting.

**Step 2**

- 25.03 If the discussion with the immediate supervisor does not resolve the matter, the Association may file a grievance on behalf of the employee adhering to the following procedure:
- (i) A grievance when submitted shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the complaint was discussed with the immediate supervisor, and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
- (ii) The grievance shall be signed by the employee and an Association representative.
- (iii) The grievance shall be submitted to the Coordinator, Labour Relations or his/her designate.

- (iv) The employee shall be accompanied by an Association representative when submitting the grievance.
- (v) The Coordinator, Labour Relations or his/her designate shall, within ten (10) working days from the date of the grievance being received, meet with the employee and his/her representative and others necessary in efforts to resolve the outstanding issue.
- (vi) A written response shall be provided to the employee and his/her representative within five (5) working days of the meeting in clause 25.03(v) above.

**Step 3**

- 25.04 (a) In the event that the issue discussed at Step 2 has not been resolved to the employee's satisfaction, then within ten (10) working days from the date of the written response in clause 25.03(vi) above, the employee may refer the matter in writing to the senior administrator responsible for Human Resources.
- (b) Within ten (10) working days from the date the grievance is received by the senior administrator responsible for Human Resources, he/she or designate shall meet with the employee and his/her representative and others necessary in efforts to resolve the outstanding issue.
- (c) A written response shall be provided to the employee and his/her representative within five (5) working days of the meeting in clause 25.04 (b).

**Policy Grievance**

- 25.05 (a) (i) An Association policy grievance is defined as an alleged violation of this Agreement concerning all or a substantial number of the employees in the bargaining unit.
- (ii) The policy grievance may be filed by the Association to the senior administrator responsible for Human Resources or his/her designate at Step 3 of the Grievance Procedure at any time within fifteen (15) working days after the circumstances giving rise to such grievance occurred or originated.
- (iii) The grievance shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the issue was discussed with Employer representative(s) and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
- (iv) Within ten (10) working days from the date of the grievance being received, the Association representative(s) shall meet with

- the senior administrator responsible for Human Resources or his/her designate in efforts to resolve the outstanding issue.
- (v) A written response shall be provided to the Association within ten (10) working days of the meeting in clause 25.05(a)(iv).
- (b)
- (i) A policy grievance of the Employer shall be in writing and may be initiated by the senior administrator responsible for Human Resources or his/her designate by delivering the grievance to the President of the Association.
  - (ii) The grievance shall be in writing and shall contain a concise statement of the facts complained of, the redress sought, the date on which the issue was discussed with Association representatives and shall reference the specific articles and/or clauses of the Collective Agreement alleged to have been violated.
  - (iii) Within ten (10) working days of the grievance being received, the Association representatives shall meet with the senior administrator responsible for Human Resources or his/her designate to discuss the grievance.
  - (iv) A written response shall be provided to the senior administrator responsible for Human Resources or his/her designate within ten (10) working days of the meeting in clause 25.05(b)(iii).

#### **Group Grievance**

- 25.06 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance, in writing to the senior administrator responsible for Human Resources or his/her designate within fifteen (15) working days from the date at which the employees became aware or ought to have become aware of the incident or circumstances giving rise to the alleged violation. The grievance shall bear the signature of each employee who alleges that a violation of this Agreement has occurred. The grievance shall be initiated at Step 1 by up to two (2) representatives of the group and an Association representative.
- 25.07 Any of the time limits in this Article may be extended by mutual agreement of the parties in writing. Where no answer is given within the time limits specified in the Grievance Procedure, the Association and/or the Employer, as appropriate, shall be entitled to submit the grievance to the next step of the procedure.
- 25.08 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance has previously been settled on its merits under the grievance or arbitration procedures.



**ARTICLE 26:            ARBITRATION**

- 26.01 (a)    If a grievance is not settled under Article 25 above, the Association may submit the matter to arbitration within twenty (20) working days from the date of the Employer's written response at Step 3 by providing written notification of the referral to arbitration to the senior administrator responsible for Human Resources or his/her designate.
- (b)    The Board of Arbitration shall be composed of a single Arbitrator. The Arbitrator shall be jointly chosen by the Association and the Employer. If the parties are unable to agree to an Arbitrator, the parties shall request, in writing, that the appointment be made by the Minister of Labour.
- (c)    The decision of the Arbitrator shall be binding on both parties.
- (d)    The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- (e)    Each party shall bear equally the cost of the Arbitrator.
- (f)    Any of the time limits in this Article may be extended in writing by mutual agreement of the parties.

**ARTICLE 27:            HEALTH AND SAFETY**

- 27.01    The Association may appoint one (1) representative to the Occupational Health and Safety Committee.

**ARTICLE 28:            DEFINITIONS**

- 28.01    In this Agreement:

“Association” means the Association of Professional Student Services Personnel (Provincial).

“Chapter” means the London Catholic Chapter of the Association of Professional Student Services Personnel.

“Employee” and “Employees” mean any or all of the employees in this bargaining unit as provided for in Article 1.01.

“Employer” means the London District Catholic School Board.

“Working days” and “Days” mean any day that is a regular working day for members of this bargaining unit.



“Professional Qualifications” mean skill, ability and academic qualifications/certifications to perform the available work.

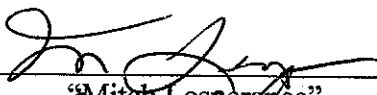
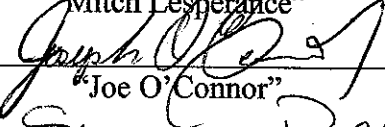
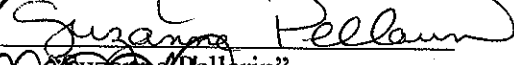
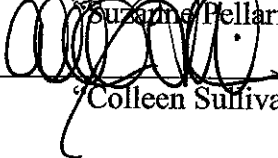
**ARTICLE 29: AGREEMENT SIGNATURES**

In witness whereof each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 26 day of February, 2009.

**FOR THE LONDON DISTRICT  
CATHOLIC SCHOOL BOARD**

**FOR THE ASSOCIATION OF  
PROFESSIONAL STUDENT  
SERVICES PERSONNEL**

  
\_\_\_\_\_  
"Judy Cornett"  
  
\_\_\_\_\_  
"Terry Grand"  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
"Mitch Lesperance"  
  
\_\_\_\_\_  
"Joe O'Connor"  
  
\_\_\_\_\_  
"Suzanne Pellarin"  
  
\_\_\_\_\_  
"Colleen Sullivan"

## **LETTER OF UNDERSTANDING - I**

- Between -

The London District Catholic School Board  
(Hereinafter referred to as the Board)

- And -

The Association of Professional Student Services Personnel  
(hereinafter referred to as the Association)

### **RE: PARTNERSHIP AGREEMENTS**

A joint committee shall be established with up to three (3) representatives from each party to develop protocols and procedures for any Partnership Agreements with outside agencies that are related to the work of the bargaining unit.

The joint committee shall meet as required to review all proposals for Partnership Agreements.

The Parties agree that the Joint Committee will apply the results of the provincial process, which has been established to create by March 31, 2009 a Protocol Template and/or Guiding Principles for 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 Parties agree to make whatever modifications that may be required.

## **LETTER OF UNDERSTANDING - II**

- Between -

The London District Catholic School Board  
(Hereinafter referred to as the Board)

- And -

The Association of Professional Student Services Personnel  
(hereinafter referred to as the Association)

### **RE: APPLICATION OF MILEAGE PROVISION**

Notwithstanding the Board Policy, Regulations and Procedures, where an employee's first or last stop of the day is outside the City of London, the following will apply: The applicable mileage allowance will be paid from the relevant City of London exit point to the first stop of the day, and from the last stop of the day to the relevant City of London entry point. The exit/entry points are as follows:

North – Mother Teresa Secondary School  
East – John Paul II Secondary School  
West – St. Thomas Aquinas Secondary School  
South – Catholic Education Centre

All other travel from school to school or other location within the counties or City of London shall be calculated according to current practice.

## **LETTER OF UNDERSTANDING - III**

- Between -

The London District Catholic School Board  
(Hereinafter referred to as the Board)

- And -

The Association of Professional Student Services Personnel  
(hereinafter referred to as the Association)

### **RE: STAFFING**

The Parties note the government's intention to enhance the level of Professional and Para-Professional Supports in the elementary Pupil Foundation Grants as follows:

0.33 staff per 1,000 elementary pupils starting in 2009-2010 under this enhancement.

The Board will apply this enhancement in 2009-2010 up to the value of the Board's share of the new allocation, in the following order:

- Offset staff reductions in Professional and Para-Professional Support Staff that may otherwise have occurred between the 2008-2009 and 2009-2010 school years due to declining enrolment;
- Use all remaining funds to hire additional unionized Board-employed Professional and Para-Professional Supports in 2009-2010 up to the value of the Board's share of this new allocation to enhance direct services to students with special needs and/or at-risk students targeted to the following job categories: attendance counselors, social workers, child/youth workers and community workers, as well as professionals and paraprofessionals who provide support for special education, such as speech language pathologists and providers of psychological services. Special consideration will be given to the needs of Grade 7 and 8 students.
- The Board will share the financial analysis and calculations of this allocation with the Bargaining Unit.

## **LETTER OF UNDERSTANDING - IV**

- Between -

The London District Catholic School Board  
(Hereinafter referred to as the Board)

- And -

The Association of Professional Student Services Personnel  
(hereinafter referred to as the Association)

### **Re: PROFESSIONAL DEVELOPMENT AND TRAINING**

In accordance with the conditions set out in Section 3 of the PDT Agreement dated May 14, 2008, the Board will transfer the Bargaining Unit's proportional share of the one-time enhancement directly to the Bargaining Unit by December 31, 2008, for the purpose of professional development, training and equipment.

The allocation for the use of the Bargaining Unit's proportional share of the Ministry of Education's funding enhancements for Professional Development and Training in the GSN shall be the ratio between the Bargaining Unit's F.T.E. to the total F.T.E. of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 Financial Statements. The Board shall share the financial analysis and calculations of this allocation with the Association.

**LETTER OF UNDERSTANDING - V**

- Between -

The London District Catholic School Board  
(Hereinafter referred to as the Board)

- And -

The Association of Professional Student Services Personnel  
(hereinafter referred to as the Association)

**RE: PROVINCIAL COMMITTEES**

In the event that any employee in the bargaining unit participates in any Provincial Committee, task group or working group, all time spent shall be treated as paid time based on a regular working day.

All additional expenses incurred by Association members related to work on the committees identified above will be funded by the Ministry of Education as outlined in the PDT Agreement.



## LETTER OF UNDERSTANDING - VI

- Between -

The London District Catholic School Board  
(Hereinafter referred to as the Board)

- And -

The Association of Professional Student Services Personnel  
(hereinafter referred to as the Association)

### **RE: EMPLOYMENT BENEFITS (PDT Language)**

The Board and the Association agree that the Board's share of the 2008-2009 benefits funding announced in the August 2007 enhancements and allocated through the increased benchmarks in the GSN on March 26, 2008 shall be used to assist the Board with existing cost of benefits.

In accordance with the PDT Agreement, all group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised within the parameters of the PDT Agreement, shall, at a minimum, remain *status quo* for the 2008 to 2012 Collective Agreement. [Current ODA rates for Dental Plan to be continued].

The Parties agree to negotiate the enhancements to group benefits and other working conditions for implementation by September 1, 2010, and on a go forward basis, through a Joint Committee consisting of up to three (3) APSSP members, which may include an outside consultant if required. The Parties agree to commence discussions during the 2009-2010 school year. The local Bargaining Unit's share of the Board's allocation under the enhancement shall be the ratio of its F.T.E. of employees eligible for benefits compared to the total F.T.E. of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit shall be excluded. The Board agrees to spend no less than their allocated amount under this enhancement.

The Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.

Upon request, the Board shall provide the local Bargaining Unit with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar but not limited to the information provided by School Boards in a public procurement process.

**LETTER OF UNDERSTANDING - VII**

- Between -

The London District Catholic School Board  
(Hereinafter referred to as the Board)

- And -

The Association of Professional Student Services Personnel  
(hereinafter referred to as the Association)

**RE: INTERPRETATION OF THE PDT**

In the event of any dispute over the interpretation or application of the PDT Provisions of this Agreement, the Parties shall request the assistance of Ministry of Education Facilitators.

**MEMORANDUM OF UNDERSTANDING**

- Between -

The London District Catholic School Board  
(Hereinafter referred to as the Board)

- And -

The Association of Professional Student Services Personnel  
(hereinafter referred to as the Association)

**RE: WORKING CONDITIONS**

Whereas the Association understands and appreciates the rights and obligations of the Board to allocate limited resources, the Board nevertheless endeavours to provide adequate space, privacy and resources to enable employees to appropriately and ethically perform their professional duties.

Furthermore, the Board will in-service Principals and Vice-principals prior to the commencement of the school year for the term of this agreement as to the roles of the Professional Student Services Personnel and as to the preferred working conditions for Association members.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2008:

**FOR THE LONDON DISTRICT  
CATHOLIC SCHOOL BOARD**

**FOR THE ASSOCIATION OF  
PROFESSIONAL STUDENT  
SERVICES PERSONNEL**